Copyright & ETDs: Questions from the Case Files

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Dear Sir or Madam,

I have a question about the thesis, could you help me? I am writing a conference paper for my advisor. Is it okay that I include paragraphs from the conference paper into my thesis? I mean if I copy the paragraphs from the conference paper into my thesis, is it okay or will that be a problem?

Thank you very much!

Best regards,
Case #1: Just The Facts

1. Student and Advisor are joint authors of a paper

2. Student and Advisor are equal copyright owners

3. © Law sez either author may grant non-exclusive permission to another party, as long as no money changes hands.

4. © Law sez both authors must agree to an exclusive grant of rights (or copyright transfer).
Case #1: The Resolution

- If authors still own copyright in paper, student can grant himself non-exclusive permission to include joint-authored paper in ETD.

- If authors transferred copyright away, student author must secure permission from owner to include work in ETD.

What if corresponding author alone transfers copyright to publisher?
Case #1 FYI:
Copyright transfer agreements

G. CONTRIBUTOR’S REPRESENTATIONS

The Contributor represents that the Contribution is the Contributor’s original work, all individuals identified as Contributors actually contributed to the Contribution, and all individuals who contributed are included. If the Contribution was prepared jointly, the Contributor agrees to inform the co-Contributors of the terms of this Agreement and to obtain their signature to this Agreement or their written permission to sign on their behalf. The Contribution is submitted only to this Journal and has not been published before. (If excerpts from copyrighted works owned by third parties are included, the Contributor will obtain written permission from the copyright owners for all uses as set forth in Wiley-Blackwell’s permissions form or in the Journal’s Instructions for Contributors, and show credit to the sources in the Contribution.) The Contributor also warrants that the Contribution contains no libelous or unlawful statements, does not infringe upon the rights (including without limitation the copyright, patent or trademark rights) or the privacy of others, or contain material or instructions that might cause harm or injury.
“I am curious to know if anyone else has had a situation similar to this one.

We have a student graduating with a D.Min. We submit D.Min projects to UMI.
One part of this student's project was a series of informative flyers that include clip art from Microsoft. The student feels that the clip art is an integral part of the dissertation and cannot be removed. He also thinks that agreeing to the UMI traditional publishing agreement might violate Microsoft's terms of use because the work would then be available for commercial distribution, something he believes the Microsoft TOS expressly forbid.

Have any of you had a similar situation come up? What advice can you offer for navigating this issue?”

-- Posting to ETD-L list on 4/7/2011
Case #2: Just The Facts

1. Dissertation includes content governed by License

2. License prohibits commercial redistribution of its content

3. Submitting dissertation to publisher or distributor may constitute “commercial redistribution of content”

4. If student uses licensed content in unauthorized manner s/he is legally liable for breach of contract.
Case #2: The Resolution(s)

0 Remove licensed content in dissertation before sending to another party for commercial distribution

0 Distribute dissertation via non-commercial means, e.g. deposit in Institutional Repository

0 Don’t send dissertation to another party for commercial distribution

Don’t like the License terms?
Case #2 FYI: Licensing 101

- Ask the content owner for special permission for one-time use of the content on your terms
- Negotiate a license with better terms
- Don’t sign the user agreement (and forfeit use of the service/product)

"Free" Web services like Google Earth
"Subscription" databases like ARTstor
Works licensed with Creative Commons NC
From: ??@neo.tamu.edu
Sent: Sunday, September 11, 2011 5:45 PM
To: <Subject Liaison Librarian>
Subject: Hi Miss xxx

Hello Miss xxx
I have a question
I like to know if the data of a chemical product is a copy write issue?
I have taken this data from the MSDS of the product supplied with it and looking to quote as it is in my article in tabular form.
Also available at http://www.inaqua.de/prod/ion/pdf_en/321_MR450UPW.pdf
**DOWEX MONOSPHERE MR-450 UPW**

**A Non-Separable Uniform Particle Size Mixed Bed Ion Exchange Resin for Ultra Pure Water Production**

**Product Information**

**Product** | **Resin Ratio** | **Matrix** | **Functional group**
---|---|---|---
DOWEX® MONOSPHERE® MR-450 UPW | Note* | Styrene-DVB, gel | Sulfinic acid and quaternary ammonium

**Guaranteed Salt Specifications**

<table>
<thead>
<tr>
<th>Parameter</th>
<th>H⁺ form</th>
<th>OH⁻ form</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total exchange capacity, min.</td>
<td>1.9</td>
<td>1.0</td>
</tr>
<tr>
<td>kg/ft³ as CaCO₃</td>
<td>41.5</td>
<td>21.9</td>
</tr>
<tr>
<td>Water content</td>
<td>46 - 53</td>
<td>55 - 55</td>
</tr>
<tr>
<td>Bed size distribution*</td>
<td>μm</td>
<td>560 ± 50</td>
</tr>
<tr>
<td>Uniformity coefficient, max.</td>
<td>1.1</td>
<td>1.1</td>
</tr>
<tr>
<td>Whole uncracked bed load</td>
<td>%</td>
<td>95</td>
</tr>
<tr>
<td>Crush strength</td>
<td>g/bead, min.</td>
<td>350</td>
</tr>
<tr>
<td>2500 g/bead, min.</td>
<td>%</td>
<td>95</td>
</tr>
</tbody>
</table>

**Typical Physical and Chemical Properties**

<table>
<thead>
<tr>
<th>Parameter</th>
<th>H⁺ form</th>
<th>OH⁻ form</th>
</tr>
</thead>
<tbody>
<tr>
<td>Particle density, approx.</td>
<td>1.22</td>
<td>1.08</td>
</tr>
<tr>
<td>Shipping weight, approx.</td>
<td>g/L</td>
<td>g/L</td>
</tr>
<tr>
<td>704</td>
<td>44</td>
<td></td>
</tr>
</tbody>
</table>

**Recommended Operating Conditions**

- Maximum operating temperature: 90°C (194°F)
- Resin bed depth, min.: 600 mm (2.0 ft)
- Flow rates:
  - Service: 10-60 m³/h (4-24 gpm/ft²)
- Pressure drop: see figure 1

**UPW Mixed Resin Specific Properties**

- Cationic resin conversion to H⁺, min.: 98.7%
- Anionic resin conversion to OH⁻, 95% min.
- CO₂, 5% max.
- Cl, 0.1% max.

**Performance characteristics**

- UPW grade resins are rinsed to meet stringent ionic and organic residuals.
- Ionic conductivity rinsed down to 0.055 μS/cm (see figure 2)
- TOC rinsed down to < 0.005 ppm (see figure 2)
- 2 bed volumes
- 45 bed volumes

*Note: Resin ratio of anion to cation is volumetrically optimized to achieve maximum removal of boron, silica and other sensitive ions.

*For additional particle size information, please refer to the Particle Size Distribution Chart Reference Chart (Form No. 177-01775/01 171-476E).

*Trademark of The Dow Chemical Company

**DOWEX Ion Exchange Resins**

Form No. 177-01775-402X
01 171-476-E-402X

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**Figure 1. Pressure Drop Data**

**Figure 2. Conductivity and TOC Rinsedown Curves**

For other temperatures use:

\[ P = P_{20°C} \left(1 + 0.048 \times T \right) \]

Where:
- \( T \) = °F
- \( P_{20°C} \) = Initial Pressure

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**Warning:** Oxidizing agents such as nitric acid attack organic ion exchange resins under certain conditions. This could lead to anything from slight resin degradation to a violent exothermic reaction (explosion). Before using strong oxidizing agents, consult your supplier/manufacturer to ensure proper handling and storage.

**Note:** As an unpatented product of The Dow Chemical Company, this product may be marketed under other names by other suppliers. This product is not represented or warranted for use in applications outside the ranges specified in this data sheet.

Published APR 2002.
Case #3: Just The Facts

1. Product fact sheet is a copyrighted work.

2. Factual data contained in sheet is not protected by copyright (or trademark, for that matter)

3. If Dow wanted to protect product composition or properties, it would do so as ‘trade secrets.’

4. By putting product sheet out on open Web, one can safely assume that the information it contains is not a ‘trade secret’
Case #3: The Resolution(s)

- Educate student!
  - Including publicly-available, factual data in an ETD does not trigger any IP issues
  - Facts alone are not eligible for copyright protection
  - Sharing information about a trademarked project does not cause brand confusion
Questions?
Comments?

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Thank You, TxETDA!