Copyright Issues for Dissertations: Guidelines on Use of Prior Works

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Using previously published works in theses and dissertations—issues

- Provide proper citation
- Clarify contribution to the earlier work
- Read publication contract
  - Understand copyright ownership and transfer and whether to obtain permission
  - Because dissertations are considered “published” by ProQuest/UMI, it matters that students have the rights to re-publish or publish the prior works
  - Because dissertations are considered “published” by RUcore as a form of open access, it matters that students have the rights to re-publish or publish the prior works
- Understand copyright ownership in unpublished prior works
- Understand rights of co-authors
Legal framework

- **Copyright law**
  - In creating one’s own copyrighted works: dissertations, scholarly articles, books
  - In using others’ copyrighted works in research, publication, teaching

- **Contract law**
  - Scholarly publishing- your publication contracts
    - RUcore for your dissertation
    - Proquest/UMI for your dissertation
    - Publication contracts for scholarly articles and books
  - Contracts/licenses that govern many types of material, incl. most intangible digital resources you use for research and teaching

- **Policies**- university, funding agency, etc.
Copyright ownership and transfer

- Creator of a work is generally the author
- Who holds initial copyright in a work?
  - Authors
  - Employer or commissioning entity in “works for hire”
  - Copyright ownership may be set by contract
    - Publication contracts
- Student holds the copyright in the original dissertation, see University Copyright Policy, Section III:
  “Students typically will own the copyright to works created as a requirement of their coursework, degree, or certificate program. The university, however, retains the right to use student works for pedagogical, scholarly, and administrative purposes.”
- But not for sections for which copyright has been transferred, that become “third party materials”
Copyright ownership and transfer

- Who else could hold copyright in a work?
  - Heirs or other special beneficiaries
  - Transferees/assignees
- Copyright ownership may be shared
  - Joint authorship (co-ownership)
    - Inseparable or interdependent parts of a unitary whole
  - Collective authorship
    - Separate and independent works of authorship
- Compilations
  - Copyright in original and creative selection and arrangement of material, apart from copyright in the individual parts
    - Edited compilations
    - Data compilations
The dissertation

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Prior works as third party materials:
ProQuest/UMI

ProQuest/UMI Publishing Agreement, Section I

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Prior works as third party materials: ProQuest/UMI


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Prior works as third party materials: ProQuest/UMI

**ProQuest Copyright Guide**

“Copyright and Your Dissertation or Thesis,”

- “Legal use, without permission, of copyrighted work is limited to ‘fair use’ of the work.”
- “The following are the kinds of materials that we might expect to see accompanied by a permission letter if they appear in your manuscript, or that may cause us to contact you regarding permission or other resolution. You are responsible for obtaining proper permissions for all material used within your work.”
Prior works as third party materials: ProQuest/UMI

**ProQuest Copyright Guide, cont.**

- Long quotations, more than 1.5 single-spaced pages
- Reproduced publications
- Unpublished materials - extensive reference
- Poetry and music lyrics - lengthy excerpts
- Dialogue from a play, screenplay, broadcast, or novel - more than brief quotations
- Music-excerpts should be brief
- Graphic or pictorial works
- Computer software
- Sources located on the Internet
http://www.proquest.com/assets/literature/services/copyright_dissthesis_ownership.pdf

“Chemistry Journal Articles. Belinda successfully published two articles in leading chemistry journals during her years as a graduate student. When the articles were originally accepted for publication, she and her advisor were delighted, and Belinda was happy to move the articles as quickly as possible toward publication. She is now preparing her final dissertation, and it will include full reprints of the two articles.”
However, she only now realized that her publication agreements with the journals included a transfer in full of the copyrights. She may be the author, but she no longer holds the right to reproduce the articles in her dissertation. Belinda’s solution? By understanding her own rights as an author and taking greater care with her publication agreements she might have avoided this situation. Most journals would probably support Belinda’s dissertation, but she now needs to find the right contact for each journal and clear the right to use even her own articles. Advance planning when she originally published the articles would have been best.” (p. 3-4)
Prior works as third party materials: RUcore

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  - Professional presentations
  - Sharing with professional colleagues
  - Deposit in institutional digital repository
  - Posting to personal or university website
  - Institutional uses
Future scholarly publications

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  - New RU open access policy implementation
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Thank you!

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