



**Colorado State University**  
GRADUATE SCHOOL

# Student Publishing Plan Embargo Information and Intellectual Property Guidelines



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## Student Publishing Plan, Embargo Information and Intellectual Property Guidelines

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### Publishing Portions of a Thesis or Dissertation in an Academic Journal

#### *Intellectual Property Implications*

Students should contact the publishing company to explore its publication and copyright policies before publishing in a journal and before publishing with ProQuest/UMI as part of CSU's electronic thesis and dissertation publication process.

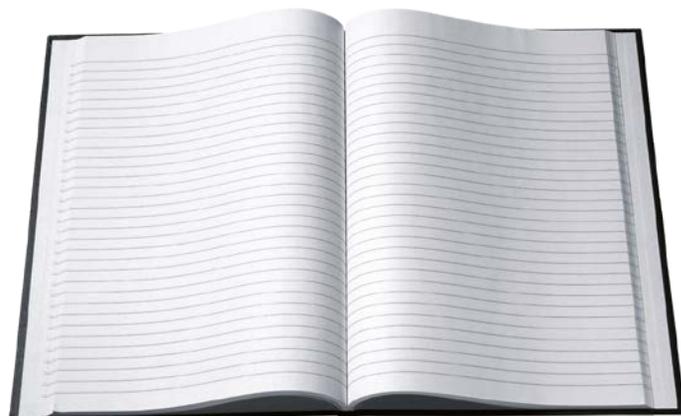
Policies may vary depending on whether the thesis or dissertation is published in a journal before or after completing the thesis or dissertation and submitting it to ProQuest/UMI and the CSU digital repository, Digital Collections of Colorado (DCC). The CSU digital repository and the Digital Collections of Colorado may be referred to as two distinct entities in text or online, but actually are one in the same and will be referred to as the DCC going forward. The DCC is an open access database of research, scholarship, and creative works of faculty, students, and academic staff of CSU and other institutions of higher education in the state.

#### **Publication**

Publishers may allow students to retain their right to reuse content in their electronic thesis or dissertation submitted to ProQuest/UMI and the Digital Collections of Colorado, others may not. ProQuest/UMI is the company that publishes CSU theses and dissertations in a Web-based subscription or open access database.

#### **Embargos**

Students may embargo their theses or dissertations to protect sensitive information or publication rights. An embargo is a tool that can be used to delay dissemination of the thesis or dissertation through ProQuest/UMI and Digital Collections of Colorado.



If an embargo is in place, publishers may be amenable to accepting a student's work for publication. Students may embargo their work for up to two years. To initiate the embargo process with ProQuest/UMI, students first submit CSU Graduate School **GS-30** and **GS-31** forms to the Graduate School Office.

#### **Links to forms, contacts and information:**

[Graduate School Index of Forms](#)

#### **Publishing and copyright questions:**

[Linda.Schutjer@colostate.edu](mailto:Linda.Schutjer@colostate.edu), Legal Counsel

[Dawn.Paschal@colostate.edu](mailto:Dawn.Paschal@colostate.edu), Libraries

#### **Copyright information:**

[Copyrights for electronic theses and dissertations](#)

#### **Caution**

Be wary of unscrupulous publishers who offer students the opportunity to publish with them for a fee paid by the student. Students may be required to transfer their copyright to the publisher. This could negatively impact or prevent further publication of thesis or dissertation chapters.

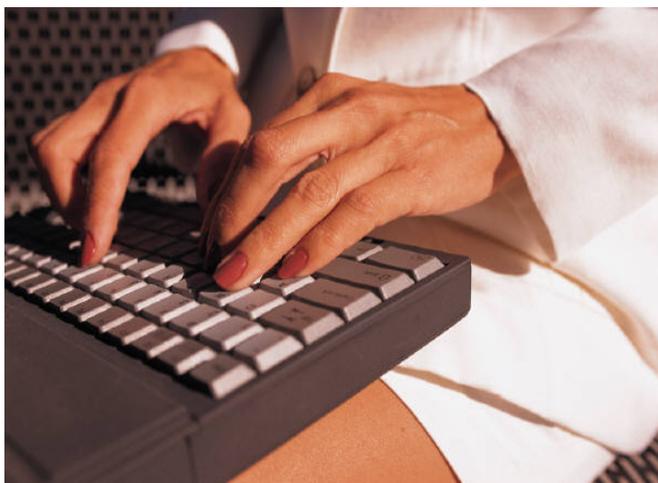
## Thesis and Dissertation Publication through ProQuest/UMI as a component of the Colorado State University Graduation Process

### Timeline

For details regarding the timing and submission of documents, see [Steps to Student Degree](#). For specific deadlines regarding Graduate School forms, see [Student Resources](#).

Prior to writing a thesis or dissertation, review the [Thesis/Dissertation Formatting Guide](#) and the electronic [Thesis and Dissertation \(ETD\) formatting tips](#). For help, consider visiting an [Open Lab on Formatting](#)

Work closely with an advisor and committee to write your thesis or dissertation, set a final exam defense date, and discuss the process and scope of the defense.



### Plagiarism

Writing independently during this process is critical, as is referencing and footnoting carefully to avoid plagiarism. CSU's online writing studio provides an important, and detailed online resource that will help you to [Understand and Avoid Plagiarism](#). The CSU Library provides another online resource called [iThenticate](#).

This site connects to software that allows you to check your work for plagiarism.

### Defending and Submitting

After defending the thesis or dissertation, submit the report of the final exam to the Graduate School using [GS Form 24](#). It is the student's responsibility to submit this form within two working days after the student is notified of exam results.

Committee members sign the **(GS30)** Thesis/Dissertation Submission Form when editorial changes are complete and when the document is to be submitted to ProQuest/UMI and Digital Collections of Colorado through the Colorado State University Libraries electronic [Thesis and Dissertation \(ETD\) submission website](#). Step-by-step instructions for electronic submission are provided on this site.

### Licensing and Copyright

Both ProQuest/UMI and Digital Collections of Colorado are given a non-exclusive license to distribute electronic theses and dissertations (ETDs). Non-exclusive means that student authors retain the copyright in the content as it is written.

ProQuest/UMI copyrights its own formatted copy of the ETD for its database, and may distribute or sell it, but the student retains ownership. The student may be paid a royalty if ProQuest/UMI sells a reprint of the student's work, and if the student has signed a *Traditional Publishing Agreement* as opposed to an *Open Access Publishing Plus Agreement*. These agreements are defined on the following page.

Without an embargo, theses and dissertations are automatically added to ProQuest/UMI's Theses/Dissertations database. When the student submits to Proquest/UMI, a separate deposit agreement for the Digital Collections of Colorado (DCC) will appear. The ETD will automatically be delivered to DCC by ProQuest/UMI at a future date. The DCC database is open access.

## Publishing Agreements

When a student submits a thesis or dissertation to ProQuest/UMI, the student chooses a publishing agreement. There are two types of agreements, *Traditional* and *Open Access Publishing Plus*.

The *Traditional Publishing* agreement is at no cost to the student. The student's work is available to approximately 3,000 institutions that have a ProQuest/UMI subscription, which provides access to the Dissertations and Theses database. Subscribers may purchase a student's work. If the student's work is sold, the student will receive royalties according to ProQuest/UMI's policy.

The *Open Access Publishing Plus* agreement costs the student \$95. It is a one-time fee that funds continued hosting of the student's work for online public access. No royalties are available to the student with this option. Anyone with online access will be able to open, read and download open access dissertations and theses at no cost.

Extensive information and links regarding publishers, copyright, ownership and fair use are available through the CSU Library's [copyright information resources](#).



## Authorship

### Role of the Advisor

It is critical that students and advisors work from common points of view during development of scholarly work, so students should discuss authorship with their advisor early in the thesis/dissertation process.

The Academic Faculty and Administrative Professional Manual's [Code of Ethical Behavior, section D.9](#), requires that scholars of any level "recognize fairly and accurately the extent of the contribution of others to one's professional work.

Students are the sole authors of their thesis or dissertation and retain sole copyright and ownership of the final document. Thus, it is the right of the student to grant consent for others to use written content from the thesis or dissertation, even if an advisor requires changes and edits to the work.

### Advisors, Labs and Copyright

If a thesis or dissertation has been written based on work performed in an advisor's laboratory, and if the advisor reports the work that was performed with the advisor's guidance to scientific or professional journals for publication, the advisor should appropriately modify the information contained in students' theses to reflect the manuscript's expanded authorship. This should include the advisor, collaborators and other contributors, as the manuscript should reflect input from all authors, not just the student or first author. All authors listed on the manuscript, including the student retain copyright in a co-authored article, unless the journal assumes copyright after publication. Advisors and students should consult specific journals for their publication and copyright policies.

If a student chooses to grant the advisor perpetual, royalty free, non-exclusive license to the student's thesis or dissertation, the student and advisor should sign the *Copyright License and Permission Agreement*. (See Appendix A for this document.)



### Acknowledging the relationship of previous publications to the thesis/dissertation

If a chapter or chapters within a thesis or dissertation have been published prior to their publication with ProQuest/UMI and DCC, the student must provide an explanation that describes the relationship of the journal article’s content and authors, etc. in the content within the respective thesis or dissertation. The explanation must occur in the form of a footnote on the chapter or major heading pages as appropriate and as outlined in the [Graduate School’s Thesis and Dissertation Formatting Guide](#).

An appropriate footnote example is shown in the box, column right.

#### Footnote Example:

The first aim of this work was the identification of  $\beta$ -endorphin expression in the mouse retina. Standard immunohistochemical and histological techniques were utilized in the characterization of  $\beta$ -endorphin immunopositive cells in transgenic and wild type mouse retinas. This chapter includes the complete published manuscript for this aim,  $\beta$ -endorphin expression in the mouse retina (Shannon K. Gallagher, Paul Witkovsky, Michel J. Roux, Malcolm J. Low, Veronica Otero-Corchon, Shane T. Hentges, Jozsef Vigh, *Journal of Comparative Neurology*, 2010). My contributions to this publication included performing and optimizing the vast majority of all immunohistochemistry (IHC) preparations using mouse retinal tissue, imaging and quantification of all retinal IHC preps and writing the much of the manuscript.

Table and figure numbers have been modified to reflect that they are specific to this chapter, e.g. figure 1 is now figure 2.1. This article is reproduced with permission, and only minimal modifications were made to meet formatting requirements. No other modifications were made, as per the licensing agreement (copyright clearance: Appendix III).” (from Gallagher, Shannon (2013).  $\mu$ -Opioid System in the Mammalian Retina, CSU Doctoral dissertation. Chapter 2, p.13. ProQuest/UMI).

Some publishers will simply require an acknowledgement of the published source that includes a bibliographic citation. A link to either the journal home page or the article’s DOI may also be required:

A version of this manuscript has been published in *Clothing and Textiles Research Journal*: Tawfig W., Ogle, J. (2013). Constructing and presenting the self through private sphere dress: an interpretive analysis of the experiences of Saudi Arabian women. *Clothing and Textiles Research Journal*, 31(4), 275-290.

## Theses and Dissertations: Intellectual Property and Copyright Overview

Use of copyrighted material in electronic theses and dissertations (ETDs) (e.g., maps, figures, tables, etc.) without permission is acceptable in general, if you are using very small portions of a work and provide attribution according to Fair Use Guidelines. However, this is not true if one has entered into an agreement in which one forfeits fair use rights. Forfeiture of Fair Use protection is most likely when an individual signs a publication agreement with their publisher. If rights are signed away to the publisher, the author no longer has fair use of their materials. This is very rare, but it can happen.

### Copyrighting a thesis or dissertation

Copyright in the United States is automatic and there is no need to register with the US Copyright Office. This means that U.S. Copyright Law automatically protects a thesis or dissertation after it is written. However, at CSU, student authors are required to include a copyright notice in their theses or dissertations *with this format*: Copyright © 2014 by Your Name here.

[Copyright Sample Page](#)

### Copyright Issues and Data Rights

Copyright protects the unique or original way someone has expressed an idea. Ideas or facts themselves cannot be copyrighted. This is why data itself is not protected by copyright. Expression of ideas must be in writing or otherwise fixed or recorded. This is why an advisor's verbal advice or direction, even if incorporated by a student into a thesis or dissertation, does not give the advisor any copyright ownership in the thesis or dissertation.

Under CSU policy, in most cases, copyrighted works belong to those who are responsible for the actual creation of such works. The author is the person who has put fingers to keys or a pen to paper. The authors of copyrighted materials can use those materials freely – including reproducing

them in another manuscript or writing. *However, these reproductions must be referenced, or issues of self-plagiarism may arise.* If an individual wants to use another's copyrighted materials, one is typically required to ask for permission.

### Ownership

The student who wrote the thesis or dissertation automatically owns the copyright to that work. The law does not require the author to register the work or make any formal claim of copyright ownership such as including a copyright notice (though CSU requires this action for theses and dissertations).

Publishers often require that they have the copyright assigned to them as part of the agreement to publish. However, an author who signs away his or her rights may not thereafter use the work without approval of the new copyright owner. Therefore, if a student has already had a portion of his or her thesis or dissertation published in a journal, it will be necessary for him or her to write to that journal and obtain written authorization to use the material in the thesis or dissertation before that thesis or dissertation can be published. It is best to negotiate retained rights up front with the publisher. This avoids last minute requests that can hold up publication of a thesis or dissertation.



## Copyright Clarifications

To clarify, copyright only protects the unique way that data or information is interpreted and presented. It does not protect the data or information itself. The only way to protect raw data or information is to retain it as a confidential trade secret. Otherwise, anyone is legally allowed to utilize data or information that is published. Any use of the unique way such data or information is presented is not allowed without proper attribution or permission.

Despite the legal distinctions between data and information, and the unique interpretation and presentation of that raw material, academic ethics require that proper credits are assigned to the individual(s) who created or gathered the data or information.

If a faculty member wishes to use data or information created by a student, or published in a student thesis, that faculty member can use the data as long as subsequent interpretations and analyses are unique, and the student's efforts are acknowledged.

## Fair Use Under Copyright

Fair Use is a "safety valve" in the copyright laws. It allows for limited use of others' copyrighted works without their permission. Fair Use will generally permit use of limited portions of materials authored by others in an academic writing such as a thesis or dissertation without the need for prior permission or payment to the author/copyright owner.

## Plagiarism and Copyright

While Fair Use may permit the legal use of materials authored by others without first seeking their permission, that use must always be properly acknowledged. Whether a student is directly copying a few sentences from another source ("quoting") or paraphrasing a unique idea, the student should provide a reference to the source of the materials.

Failure to properly acknowledge the works of others, even if one is allowed to use them under copyright laws, constitutes misconduct and is a very serious issue. It is a good idea to run a thesis or dissertation through plagiarism detection software to identify unintentional (or intentional) plagiarism which can then be resolved before publication. See page three for more information about plagiarism.

## Patents

A patent is an intellectual property right granted by the Government of the United States of America to an inventor "to exclude others from making, using, offering for sale, or selling the invention throughout the United States or importing the invention into the United States," for a limited time in exchange for public disclosure of the invention when the patent is granted.

## Patent Distinctions

There are three types of patents as defined in these United States Patent and Trademark Office Links.

[Utility patents](#) may be granted to anyone who invents or discovers any new and useful process, machine, article of manufacture, or composition of matter, or any new and useful improvement thereof.

[Design patents](#) may be granted to anyone who invents a new, original, and ornamental design for an article of manufacture.

[Plant patents](#) may be granted to anyone who invents or discovers and asexually reproduces any distinct and new variety of plant.

## Colorado State University Policies

Under CSU's policies, patents that arise out of the work of CSU faculty, staff or other employees, including student employees (e.g. graduate assistants), in the course of their employment or with substantial use of University resources belong to CSU and must be disclosed to our patent agent, Colorado State University Research Foundation ("CSURF").

CSURF will evaluate the disclosure and determine whether to return the patent rights to the faculty or staff member or pursue patent rights on behalf of the University. Patents held by the University are licensed out by CSURF and any royalties shared between the inventors, their Department/College and the Vice President for Research. CSURF also retains a portion of royalties to cover expenses associated with their work. Patents that arise solely out of the work of uncompensated students will rest with the students unless they made substantial use of University resources.

There may be multiple inventors on any patent. Inventorship is a question of fact and no one who is not an actual inventor may be listed as an inventor as a courtesy. By the same token, failure to include everyone who is actually an inventor can void the patent.

### Exceptions

There is no formal "fair use" exception under patent law. Further, if you recreate something that is already patented, even without knowledge that such a patent already exists, you will be infringing on the patent holder's rights and may be sued. Patent rights need to be licensed before they can be used (which is called "practiced" in the patent law arena.) The right to practice a patent can be granted on an exclusive or non-exclusive basis, which can be further limited by "field of use." For example, you can use a technology in cars but not in airplanes since someone else has the license for airplanes.

## Trademarks

A trademark is generally a word, phrase, symbol, or design, or a combination thereof, that identifies and distinguishes the source of the goods of one party from those of others. A service mark is the same as a trademark, except that it identifies and distinguishes the source of a service rather than goods.

A trademark cannot stand alone. It must be associated with an existing good or service. CSU has many trademarks and has established design guidelines that must be followed for proper use.

An example of a CSU trademark is the CSU Rams head. If someone wants to make use of this mark, they must seek a license from CSU and may be required to pay a license fee. There are limited fair use rights for trademarks – generally for commentary or satire.

Uses that don't fall under the limited fair use rights or for which there is no license will constitute an infringement and could lead to legal action. Trademarks don't necessarily have to be filed for and can develop over time based on use. However, the better practice is to file for protection either at the State or Federal level. See this link for more information:

[Trademarks, Patents, Copyrights and Inventions](#)

**INDEX OF ONLINE LINKS**

(Copy and paste these links into your browser if they do connect when you click)

**Thesis/Dissertation Form (GS-30)**

<http://www.graduateschool.colostate.edu/faculty-staff/forms/index.aspx>

**Electronic Thesis/Dissertation Embargo Restriction Request (GS-31)**

<http://www.graduateschool.colostate.edu/faculty-staff/forms/index.aspx>

**Library Contact:** Dawn Pachal, Assistant Dean [Dawn.Paschal@Colostate.edu](mailto:Dawn.Paschal@Colostate.edu)

**Legal Questions:** Linda Schutjer, Legal Counsel: [Linda.Schutjer@Colostate.edu](mailto:Linda.Schutjer@Colostate.edu)

**Detailed information on Electronic Thesis/dissertations (ETD)**

<http://lib.colostate.edu/etd/etd-frequently-asked-questions>

**Electronic Thesis/Dissertation Copyright information**

<http://www.graduateschool.colostate.edu/current-students/thesis-dissertation/>

**Steps to Student Degree**

<http://www.graduateschool.colostate.edu/current-students/thesis-dissertation/index.aspx>

**Deadlines: Graduate School Forms**

<http://www.graduateschool.colostate.edu/current-students/student-resources/>

**ETD Formatting Tips**

<http://www.graduateschool.colostate.edu/current-students/thesis-dissertation/index.aspx>

**ETD Workshop**

<http://www.graduateschool.colostate.edu/current-students/thesis-dissertation/>

**Open Lab on Formatting**

<http://www.graduateschool.colostate.edu/current-students/thesis-dissertation/index.aspx>

**Plagiarism Information Resources**

<http://writing.colostate.edu/guides/guide.cfm?guideid=17>

**Ithenticate, CSU's Anti-Plagiarism Software**

<http://libguides.colostate.edu/ithenticate>

**Electronic Submission Instructions**

<http://www.graduateschool.colostate.edu/current-students/thesis-dissertation/>

**Academic Authorship: Code of Ethical Behavior**

<http://www.facultycouncil.colostate.edu/files/manual/sectiond.htm - D.9>

**Footnote Formatting Guide**

<http://www.graduateschool.colostate.edu/current-students/thesis-dissertation/>

**Copyright Information Sample Page**

<http://www.graduateschool.colostate.edu/current-students/thesis-dissertation/>

**Copyright License & Permission Agreement**

This Agreement is made between [Full name and Address] (“Advisor”) and [Full name and Address] (“Student”):

1. The Publication. Student has authored:[title of thesis/dissertation] (the “Work”).
2. Student’s Grant. At Advisor’s request, Student has agreed to grant and hereby grants Advisor a perpetual, royalty free, non-exclusive license to Student’s right, title and interests in the Work, including without limitation, the right to: (a) print, publish, display, duplicate or modify the Work, in whole or in part, worldwide; (b) in any media now knows or hereafter developed; and (c) without any obligation to account to Student for any royalties or like payments received.
3. Attribution of Student. In consideration of the grant, Advisor agrees to acknowledge Student’s authorship where appropriate in Advisor’s use of the Work.
4. Entire Agreement; Modification. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, supersedes any and all prior understandings and agreements, oral and written, relating hereto, and may be amended at any time only in a writing signed by both parties.

IN WITNESS WHEREOF, Student and Advisor have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, as set forth below.

ADVISOR:

STUDENT:

\_\_\_\_\_

\_\_\_\_\_

(Signature)

(Signature)

\_\_\_\_\_

\_\_\_\_\_

(Printed Name)

(Printed Name)