

Copyright Handout

Ownership of Copyright

Initially copyright is owned by the author. This is true even if the work is commissioned or the artist is otherwise being paid to produce the work. An exception to this rule is works created by employees within the scope of their employment.

Cornell has a Copyright Policy

http://www.policy.cornell.edu/cm_images/uploads/pol/Copyright.html that determines copyright ownership in situations involving Cornell faculty, staff and students.

Transfer of Copyright and Licensing

Transfer of copyright requires a written document. You should have a publishing agreement with outside authors (independent contractors) who contribute to university publications. At a minimum this agreement should address copyright in the work. There are two options for these publishing agreements:

1) Author transfers copyright to Cornell. Example:

ASSIGNMENT OF RIGHTS (Form Independent Contractor to Cornell)

I understand that any copyrightable work ("Work") which I develop in the course of performing services for Cornell University ("Cornell") constitutes "work for hire" as defined in 17 U.S.C. Section 201(b) of the federal Copyright Act and all ownership rights to such Work belong to Cornell.

Should such Work not constitute a "work for hire" under copyright law, I hereby grant, transfer, assign and convey to Cornell and its successors and assigns, the entire right, title and interest in my Work or any part thereof, including but not limited to the right to reproduce, to prepare derivative works, to distribute by sale, rental, lease, lending or other transfer; to perform publicly, and to display the Work, as well as the right to secure copyrights and renewals and extensions of any such copyrights in the United States or any foreign country.

Whether a copyright in the Work will be maintained or registered shall be at the sole discretion of Cornell.

I agree to cooperate fully with Cornell in the preparation and execution of all documents necessary or incidental to this assignment and the protection and preservation of rights herein granted to Cornell.

Signature

Date

Printed Name

2) Author grants a license to Cornell to do specific things. Example:

LICENSE TO PUBLISH

[Licensor] hereby grants to Cornell University a [perpetual/length of time] [exclusive/non-exclusive], royalty-free license, under any copyrights or other intellectual property rights in [the Work], to [copy/distribute/modify/perform/display/make derivative works from] [the Work], throughout the [world/United States/other geographic area] in any format now known or hereafter developed.

[Options and fill-ins indicated by brackets]

Signature

Date

Printed Name

When using the second approach it is important to try to foresee future uses to which you may want to put the work, e.g., inclusion in electronic databases, dissemination via the Web. For example, this kind of language has been used in Hollywood: “perpetual rights in any current or future medium of expression and in any known or unknown universe.”

Using Materials Found on the Web

The copyright rules are no different on the Web than they are in the print world. The assumption must be that works on the Web are fully protected by copyright even if there is no copyright notice. The requirement of a notice has been eliminated). Materials on the Web may be subject to Creative Commons or Copyleft license which permit use of the materials under certain conditions; check for these.

Photographing and Videotaping

New York law prohibits the use of a person's name or image for commercial purposes without his or her consent. In order to avoid claims of violation of rights of privacy or publicity and to permit use or re-use of the photos for any purpose, we recommend that you get a signed release from individuals being photographed. This includes students filmed in the classroom. Sample:

PERFORMANCE AGREEMENT AND RELEASE

1. I, _____ have been informed and understand that the [department or division] of Cornell University ("Cornell") is making [work] in which my [name, likeness, image, voice, contribution and/or performance] may be included.

2. I hereby grant Cornell, and its employees and agents, the right to make, use and publish in whole or in part any recorded footage in which my [name, likeness, image, voice, contribution and/or performance] may be included (hereinafter "Recordings") whether recorded on or transferred to videotape, film, slides, photographs, audio tape, digital format, or other media now known or hereafter developed. Cornell shall have complete ownership of the Recordings in which I or my [name, likeness, image, voice, contribution and/or performance] appears.

3. I also grant Cornell the right to distribute, display, broadcast, exhibit, and market any of said Recordings, either alone or as part of its finished productions for commercial or non-commercial purposes as Cornell or its employees and agents may determine.

4. I hereby waive any and all right that I may have to inspect or approve the finished product.

I am over the age of eighteen, and have read the above release, and fully understand its contents.

Signature

Date

Printed Name

When photographs are to be used for internal university purposes or other education/non-commercial purposes, you do not need to get a signed release when photographing:

- individuals in public spaces, e.g., on the Arts Quad, at a football or basketball game or at a public lecture
- employees in the workplace.

When photographing a minor (under the age of 18), any required release must be signed by the minor's parent or guardian.

Using Copyrighted Materials

Works in the public domain include:

- Works published by the federal government
- Works for which copyright protection has expired. The duration of copyright protection is for the life of the author plus 70 years (or 95 years in case of an institutional or collective work)
- Works published in United States prior to 1923
- Works published prior to 1978 without a copyright notice
- Works for which a required renewal was not filed (this typically affects works published prior to 1964). Consult with the University Library or Office of University Counsel before relying on this exception.

Useful Resource:

Copyright Information Center: <http://www.copyright.cornell.edu>