Copyright Policy

This policy has been superseded by R30.03 effective July 22, 2004. R30.01 and R30.02 will remain in effect for intellectual property created on or before July 21, 2004.

1. Purpose

1.1 The University has an obligation to disseminate the products of scholarly activity in a manner that will bring benefit to the institution, to the individuals affiliated with it, and to the public.

1.2 The University recognizes the need to maintain a Copyright Policy in order to facilitate the public use of research findings whilst still respecting the principles of copyright.

1.3 Moreover, the University recognizes the non-material, creative investment made by originators of copyright products and acknowledges its responsibility to provide safeguards for the equitable disposition and protection of proprietary rights.

1.4 Where a funding sponsor has established a proprietary interest in products subject to copyright protection, the University has a responsibility to assist the originator of such products to fulfill the terms of grants or contracts.

2. Policy Applicability

2.1 The terms of this Policy shall apply to all University employees and to any other individuals affiliated with the University who use facilities, resources or funds administered by the University.

2.2 An individual who produces materials subject to copyright shall, for the purpose of this policy, be called the "originator".

2.3 The printed, graphic or recorded materials subject to the terms of this policy (collectively called "products") include, but are not limited to, books, periodicals, dramatic and musical compositions, audio and visual tapes, films, photographs, pictorial illustrations, and computer software.

3. Ownership of Copyright

3.1 Copyright Vested with the Originator

3.1.1 The University waives all claims to ownership of copyright in printed, graphic or recorded material that is not produced at the request of the University and that is not produced, published, distributed or illustrated using facilities, resources of financial support administered by the University.

3.1.2 With respect to classroom lectures, the University acknowledges that the substance of a lecture belongs to the lecturer and that records of such lectures do not constitute products under the terms of this Policy. The University will distribute records of such material to University Library cardholders only with the permission of their Originator.

3.1.3 With respect to graduate theses, the University acknowledges the exclusive proprietary right of all graduate students to their own thesis products.
3.2 Copyright Vested with the University

3.2.1 Copyright in University-sponsored products, such as information brochures, commissioned studies or descriptive handbooks, whose production has been initiated at the request of the University for purposes not directly related to teaching within the University, shall be vested solely in the University.

3.2.2 Products prepared for correspondence courses shall be purchased outright by the University and the copyright shall be vested solely in the University. Production of other types of teaching or research related materials may be initiated at the request of the University and in such cases, copyright shall be vested solely in the University. Consequently, where copyright vests solely in the University no royalty or residual payments will be due or payable to the originator for "Original Use" of such material beyond the initial purchase price. Notwithstanding the above, any commercial exploitation of a work by sale, lease, trade, or other use, shall be deemed to be "Additional Use" for the purpose of this policy.

3.2.3 Use of a work for a purpose other than that specified in 3.2.2 above, shall require the consent of Originators to the work, which consent shall not be unreasonably withheld. Such use shall be designated "Additional Use".

3.3 Joint Ownership of Copyright

3.3.1 With the exception of products not otherwise excluded under terms of this Policy, the University and the Originator shall negotiate joint ownership of copyright in products whose design, preparation, production, or distribution substantially has been made possible by a contribution of University administered resources assigned for these purposes.

3.3.2 Copyright in products which are developed as part of a research project using University facilities, resources or financial support and which are produced for purposes not directly related to teaching within the University, shall vest jointly in the University, the Originator, and in any other participating party whose copyright interest has been established by the conditions of a research grant or contract. In such cases of joint copyright ownership, the Rights of the Parties set forth in section 4 shall apply.

3.3.3 Other provisions of this Policy notwithstanding, the Originator of products prepared for a correspondence course may request the consent of the University to use agreed extracts from the written or recorded materials for other purposes, including the preparation of textbooks. Where such requests are granted by the University, copyright ownership to the products produced shall be determined by negotiation between the University and the Originator.

4. Rights of the Parties

4.1 In all cases where joint ownership of copyright applies, the University shall have the right:

a. to an interest in royalty or other income derived from products;
b. to execute agreements for distribution and/or publication of products, with the concurrence of the Originator;
c. to have the University's name appear on products;
d. to use, produce and reproduce products or portions of products for use at University facilities without reimbursement to the originator; and
e. to assign its interests to a third party, such as SF Univentures.

4.2 In all cases where joint ownership of copyright applies, the University agrees that the Originator shall have the right:

a. to an interest in royalty or other income derived from products;
b. to execute agreements for distribution and/or publication of products, with the concurrence of the University; and
c. to have the Originator's name appear on products.
4.3 The University shall have the right to recover the costs incurred by the University in the production of any product in which it shares copyright ownership.

4.4 In all cases where the University has either sole or joint copyright ownership in the products produced, the disposition of ownership rights shall be determined by written agreement with the Originator before production commences.

5. **Income Sharing Arrangements**

5.1 The division of royalties or other income derived from the products shall be determined by negotiation between the Originator and the University. The chief negotiating officer for the University shall be the Vice-President, Research.

5.2 The University shall have the right to receive fifty percent of the royalties or other income until such time as the expenses incurred by the University in the production of any products have been recovered. Such expense calculations usually shall exclude the costs associated with manuscript preparation.

5.3 Once the University has exercised its right to recover the costs it has incurred in the production of any products, it generally shall apply that the University shall receive twenty percent of all subsequent royalties or other income.

5.4 Records of all revenue sharing agreements will be maintained by the Vice-President, Research.

5.5 University income derived from products, not exceeding a cumulative total of $25,000 from all copyright income sources across the University, shall be kept in an account under the authority of the Vice-President, Research for such purposes as he or she sees fit.

5.6 Income to the University exceeding the $25,000 limit established in Section 5.5 shall be placed in General Revenue.

5.7 Whenever a work is used in a way which would constitute "Additional Use", as defined in Section 3.2, the actual or deemed proceeds shall be distributed in accordance with this section. For the purpose of this section, royalties or residual payments to the originator shall be based on revenue from the sale of materials, beyond the cost of reproduction, administration and distribution. The division of royalties or other income shall be determined by negotiation between the Originator and the University. Final approval of royalty negotiations shall rest with the Vice-President, Research.

6. **Use of Products**

6.1 Where the University has acquired the right to use products, such products may be used for a period of five years from the date upon which the products first became available for use (the "Original Use Period").

6.2 Upon the expiry of the Original Use Period, the University shall have the right to use products for a further period of three years (the "Re-Use Period"), upon giving written notice of intention to do so to the Originator within three months of the expiry of the Original Use Period.

6.3 Where the University has acquired the right to use products, such products may be used for all purposes of the approved programs and functions of the University.

6.4 The Originator may request the consent of the University to use agreed extracts from products in which he or she is the Originator. Such a request shall be addressed to the Vice-President, Research and the consent of the University will not be unreasonably withheld, provided that:

   a. the products have been made available for use to the students of the University; and
   b. acknowledgement is made of the contributions of the University and the Originator.

6.5 Where copyright is vested jointly with the University and the Originator, and where the Originator agrees to a request from the University to revise or update the copyright product, the Originator shall be compensated by the University for any revision or update performed.
7. **Warranties and Indemnities**

7.1 Originators of products where copyright is vested solely in the University shall covenant and agree that:
   
   a. the products are original and do not violate any existing copyright; and
   
   b. the products contain nothing libelous.

7.2 Originators of products where copyright is vested solely in the University shall provide the University with a list of any material incorporated in such products for which consent, fees or licenses are required.

7.3 The University shall be responsible for obtaining all requisite clearance in respect of any such products or material included in a list provided under subsection 7.2.

7.4 The Originator of products where copyright is vested solely in the University agrees to indemnify the University against any loss to the University which results from a breach of warranty contained in subsection 7.1.

8. **Termination of the Originator's Affiliation with the University**

Where an Originator terminates his or her association with the University the Originator's rights and obligations under this policy shall continue unless otherwise provided in a separate agreement.