

## USE OF COPYRIGHT MATERIALS POLICY

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Effective Date	11 April 2019	Policy Type	Academic
Responsibility	Director, Student Services	Cross-Reference	1. Copyright Act, Distance Education Policy
Approver	Academic Council	Appendices	Appendix 1: Assignment of Copyright and Waiver of Moral Rights
Review Schedule	5 Years		

### 1. Policy Statement

- 1.1. Northwestern Polytechnic will facilitate legitimate academic use of copyright materials and will regularly inform faculty, staff, and students of copyright law and policy. Whenever it is reasonable to do so, the Polytechnic will ensure that those using materials for which the Polytechnic is the copyright holder are notified of the protected status of such materials.

### 2. Background

- 2.1. Northwestern Polytechnic respects Canadian and International laws and agreements with respect to the use of copyright materials. The Polytechnic acknowledges that copyright exists upon the creation, in durable form, of any original expression of ideas, regardless of format – print, digital, graphical, audio or video – in which such expression occurs.

### 3. Policy Objective

- 3.1. All material used at Northwestern Polytechnic will be copyright compliant.

### 4. Scope

- 4.1. This policy concerns all Northwestern Polytechnic staff.

### 5. Definitions

- 5.1. In the context of this policy the following definitions are used:
  - 5.1.1. **"Copyrighted materials"** are any publication, document, literary work, artistic work, program, recording, media file, webpage, etc., which is protected under copyright law.
  - 5.1.2. **"Fair Dealing"** is a users' right defined in s.29, s29.1 and s29.2 of the Copyright Act of Canada which permits individuals or Polytechnics to use (or "deal" with) copyrighted materials without the consent of those materials' owner(s) where such use or dealing is fair. The "fairness" of a particular dealing is to be evaluated by the party making use of the work in accordance with the Six-Factor Test of Fair Dealing established by the Supreme Court of Canada (2004 SCC 13).

### 6. Guiding Principles

- 6.1. It is the responsibility of the individual using copyrighted materials to ensure said use is compliant with Canadian law, the Use of Copyright Materials Policy, and the Copyright Practices Guide for NWP instructors and Staff.
- 6.2. Questions relating to copyright issues should be referred to the Copyright Officer.

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- 6.3. The Polytechnic recognizes that the Fair Dealing exception under the current Copyright Act allows individuals and Polytechnics to justify reasonable copying of copyrighted materials for the purposes of research, private study, education, parody, satire, criticism, review or new reporting.
- 6.4. The Use of the Copyright Materials Policy applies to all uses of all publication media – print, digital, graphical, Internet, audio, and video.
- 6.5. Procedures/Rules:
  - 6.5.1. Individual Responsibilities
    - 6.5.1.1. It is the responsibility of individuals using copyrighted materials to ensure that said use is compliant with Canadian law, the Use of the Copyright Materials Policy, and the Copyright Practices Guide for NWP Instructors and Staff.
  - 6.5.2. Nature of Use of Copyrighted Materials
    - 6.5.2.1. Where no express permission or license to use copyrighted materials is in force, members of the Polytechnic community shall ensure that their use of those materials conforms to the purposes and boundaries defined in the copyright Practices Guide for NWP Instructors and Staff.
    - 6.5.2.2. Questions relating to use of copyrighted materials which exceeds the boundaries defined in the Copyright Practices Guide for NWP Instructors and Staff are to be referred to the Copyright Officer.
  - 6.5.3. Duplicating
    - 6.5.3.1. Duplicating Services will copy material containing copyrighted materials only after the staff member requesting such copying has provided assurance, in writing, that he/she is aware of and in compliance with the Use of Copyright Materials Policy.
    - 6.5.3.2. Members of the Polytechnic community shall not use any Polytechnic owned or leased equipment to make copies in violation of Canadian copyright law.
    - 6.5.3.3. The library may copy audio and video-based copyrighted materials already in the NWP collection if the original copies are in obsolete formats or are at risk of damage, provided that the original copy is not in circulation at the same time as the resulting duplicate copy.
  - 6.5.4. Internet Sites
    - 6.5.4.1. Publication access to Polytechnic-owned Internet servers and Polytechnic-rented space on outside servers will be provided only to those who give assurance, in writing, that they are aware of and in compliance with the Use of Copyright Materials Policy.
    - 6.5.4.2. A Copyright Notice specifying conditions for the use of Polytechnic materials and contact information will be placed on the Polytechnic Website and will be widely accessible from other points on the site.
  - 6.5.5. Education and Information
    - 6.5.5.1. The Copyright Officer will actively seek opportunities to provide information to members of the Polytechnic community regarding their rights and responsibilities relating to copyright issues.
    - 6.5.5.2. Contact information for those responsible for administering this policy and advising on its implementation will be made easily accessible to the Polytechnic community.
    - 6.5.5.3. This policy, a Copyright Practices Guide for NWP Instructors and Staff and any appropriate additional copyright information will be placed on the Polytechnic Website.
    - 6.5.5.4. Instructors and other Polytechnic staff engaged in instructional activities will, where appropriate to do so, inform students how to access copyrighted materials.

## 6.5.6. Penalties

- 6.5.6.1. The Polytechnic is obliged by law to exercise due diligence in ensuring that staff and students of the Polytechnic adhere to copyright laws and agreements.
- 6.5.6.2. Any member of the Polytechnic community who violates this policy may be subject to loss of access to the facilities of production – photocopiers, printers, audio and video recording devices, scanners, Internet servers, etc..
- 6.5.6.3. Should the Polytechnic become aware that its copyright is being violated it will so inform the violators and will evaluate the need for further action.

## 7. Roles and Responsibilities

Stakeholder	Responsibilities
Academic Council	<ul style="list-style-type: none"><li>• Approve and formally support this policy.</li></ul>
Vice-President Academic and Research	<ul style="list-style-type: none"><li>• Review and formally support this policy</li></ul>
Copyright Officer	<ul style="list-style-type: none"><li>• Draft, review and formally support the policy.</li></ul>
NWP Staff	<ul style="list-style-type: none"><li>• At all times, adhere to the principles and requirements of this policy and complete the online Copyright Certification course.</li></ul>

## 8. Exceptions to the Policy

- 8.1. None

## 9. Inquiries

- 9.1. Copyright Officer

## 10. Amendments (Revision History)

- 10.1. Includes the history of dates of previous policy revisions and the date of the most recent revision to the policy.
  - 10.1.1. Approved by Academic Council: May 11, 2000
  - 10.1.2. Revised and approved by Academic Council: April 10, 2003
  - 10.1.3. Revised and approved by Academic Council: September 14, 2006
  - 10.1.4. Revised and approved by Academic Council: December 18, 2008
  - 10.1.5. Revised and approved by Academic Council: February 12, 2015

## Appendix 1 – Assignment of copyright and waiver of moral rights

### ASSIGNMENT OF COPYRIGHT and WAIVER OF MORAL RIGHTS

Whereas, \_\_\_\_\_ (individual's name),

of \_\_\_\_\_ (mailing address),

(the "Individual") has agreed with NORTHWESTERN POLYTECHNIC ("NWP"), with respect to all content and/or subject matter expertise related to the **development** of course content to be used and/or delivered by NWP now and in the future, to assign, transfer and convey all the individual's right, title, and interest (including all copyright) in the materials created and prepared by the individual, and commonly known as course materials or program materials, including any training, technical and/or educational materials, documents, data, diagrams, modules, curriculum, learning resources, software and multimedia elements, including all enhancements, regardless of form ("Materials").

In Consideration of the covenants and agreements herein contained and in consideration of the wages, fees, privileges and any other benefits paid and/or given by NWP to the individual as part of the

Individual's contract for services and/or employee contract with NWP, the receipt and sufficiency of which is hereby acknowledged by the individual, the parties agree as follows:

1. The Individual does:
  - a) hereby warrant that the Materials:
    - I. have not been previously published by the Individual or any other party in any format or media
    - II. are not or have not previously been subject to copyright or other rights except those of the Individual, all of which are to be transferred to NWP
    - III. have not otherwise been submitted to any party other than NWP for publication in any format or media
    - IV. will be prepared in compliance with NWP's Intellectual Property and Ownership Policy, NWP's Use of Copyright Materials Policy, NWP's Copyright Practices Guide and the Copyright Act of Canada

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- b) hereby acknowledge and agree that the Materials created and prepared by the Individual for the benefit of NWP in the course and scope of the Individual's employment/contract with NWP, and all right, title and interest in and to the said Materials, including without limitation thereto, right to possession and all copyright, as between NWP and the Individual, is the sole and exclusive property of NWP, and not the individual;
  
- c) hereby waive in favour of NWP any moral rights the Individual may have in or related to any of the said Materials;

EXECUTED at Grande Prairie, Alberta,

the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Individual)

\_\_\_\_\_  
(Signature of Witness)

## **NORTHWESTERN POLYTECHNIC**

Per: \_\_\_\_\_

Per: \_\_\_\_\_