

# Copyright for Beginners

## What is copyright?

Copyright is an intellectual property right. It can be purchased, sold and licensed. It is not permanent, and the terms are different depending upon the nature of the works it protects.

## History of Copyright

The 1709 Statute of Anne was the first copyright law and was designed to regulate the rapid increase in books due to advances in the printing press. The copyright had to be registered.

1790 saw a similar American copyright law.

In 1886 the Berne Convention provided minimum standards of protection in Europe and signatory countries. From this point copyright was deemed to automatically exist from the day a work was created or made available.

1988 Copyright Act + amendments is the basis for today's UK copyright law.

2019 EU Copyright Directive. The extent to which this is incorporated into UK law is dependent on the terms of the final Brexit deal.

## Economic Rights

Copyright law gives the creator of a work a number of economic rights, which can be transferred or licensed. They do not need to be registered.

- Opportunity for commercial gain from exploitation of a work
- Control of reproduction of a work

- Control of distribution
- Renting and lending
- Public performance
- Communication to the public, e.g. via the internet
- Adaptation, e.g. from a novel into a film

## Moral Rights

These non-economic rights cannot be sold or transferred, although they can be waived. They apply only to literary, dramatic, musical, and artistic works, plus film and some performances.

- Right to attribution
- Right to object to derogatory treatment of work
- Right to object to false attribution
- Right to privacy of certain photographs and films

## Types of Creative Works



- Literary works
- Dramatic and musical works
- Artistic works
- Films
- Sound recordings
- Typographical arrangements

## Literary Works

These are written works using letters, numbers or symbols. There is no requirement for literary merit in the works which include:

- Poems
- Accounts
- Computer programs
- Reports
- Databases
- Lists
- Timetables
- Letters

## Dramatic and Musical Works

Works which can be performed.

- Plays
- Choreography
- Music (without the lyrics as those are literary)

## Artistic Works

These can be either two or three dimensional, and there is no requirement for artistic merit.

- Maps
- Drawings
- Paintings
- Photographs
- Medals
- Seals
- Sculpture

## Film

- Videos
- DVD

## Sound Recordings

This is an actual recording of an audio work. There are separate copyrights in the words and written music.

## Typographical Arrangements

This refers to the layout of a page and includes:

- Headlines
- Typeface
- Images
- Layout
- Adverts
- Columns

## Copyright Terms

Under copyright law the terms for specific types of works may differ. The term of years may start from the date created, or the date published or when the work was made available to the public. This time period differs between countries.

Publication refers to the issuing of multiple copies of a work to the public with permission of the owner, or when it was made available to the public. This could be via online publication, performance, exhibition or being played in public.

Common copyright terms are:

- Written, dramatic, musical and artistic works = 70 years after the death of the author
- Sound and music recording = 70 years from first publication
- Films = 70 years after the death of the director, and the screenplay author and the composer
- Broadcasts = 50 years from first broadcast
- Typographical arrangements = 25 years from first publication

See appendix 1 and 2 for simple to use charts to help you select the appropriate term for a specific work. Appendix 1 is for standard copyright and appendix 2 for Crown (UK) copyright. Courtesy of The National Archives (UK)

## Multiple Copyright

Be careful of works which have multiple copyright terms, e.g. a video of a cover of a song may contain the following terms:

- Musical work, e.g. the score (70 years)
- Literary work, e.g. the lyrics (70 years)
- Sound recording, (70 years)
- Film, e.g. the video (70 years)
- Performance (70 years)

If you wish to use such a work, you would need to clear copyright on each element.

## Using Works

Before deciding which works to use think about what you are trying to achieve:

- Why do you wish to use a specific work?
- What are you trying to achieve?
- Are you aiming to increase your online or physical audience?
- Do you wish to entertain or to educate?
- Is the use for self-promotion?
- Are you aiming to increase revenue?

## Ownership of Copyright

Copyright may be transferred and, therefore, may not always be with the creator. Other potential owners include:

- Author
- Employer (where work is produced during the course of the author's employment)
- Volunteer
- Owner of a negative
- Producer and principal director
- Producer of a sound recording
- Person who commissioned and paid for the work
- Publisher of a typographical arrangement

## Commissioned Works

Where a person or body commissioned a work, the supplier will own the copyright unless it is transferred or licensed, even when the commissioner has paid for the work. In this situation the supplier could prevent the commissioner from using the work.

## The Transfer of Copyright

Copyright is a form of property and can be transferred in several ways:

- To the direct descendent or successor company of the original owner
- Bequeathed in a will
- Assigned to a person or body. This must be done in writing.

## Licensing Copyright

A licence is an authority to do something which would otherwise be unlawful. A copyright licence allows the recipient, for example, to copy, adapt or publish. The copyright owner remains the owner and may be able to do anything they want with the work.

You should think about why you wish to use the specific work (as out of copyright works may be available for free).

- What permissions or rights do you need?
- Is the supplier reusing 3<sup>rd</sup> party works, and do they have the rights to do so?
- Who will secure any 3<sup>rd</sup> party rights?
- What duration do you require?
- Which territory is needed, e.g. UK, Europe?
- Do you want the supplier to credit you if they reuse the work later?

Ensure that:

- You have a budget for rights clearance
- The supplier knows which 3<sup>rd</sup> party rights are required
- Agree who is responsible for rights clearance
- Ask for evidence of searches

- Request and sign off 3<sup>rd</sup> party documentation created by supplier
- Consider privacy, moral and other rights
- Document 3<sup>rd</sup> party permissions

A template copyright agreement is available at appendix 3 and at:

<https://naomikorn.com/wp-content/uploads/2020/03/Naomi-Korn-Associates-Template-Copyright-Agreement-1-1.docx>

You may edit the template and choose between several different terms, e.g.

- Perpetual
- Worldwide
- Non-exclusive
- Royalty free
- A transfer by assignment is irrevocable

Common uses of copyright are:

- On a website
- Social media sites
- Educational and non-commercial purposes
- Marketing, press and promotional material
- Commercial publications – worldwide
- Branded merchandise
- Cropped and adapted into other works

## Volunteers

Volunteers own the copyright in anything they create for you, therefore, ask them to complete a deed of assignment. The volunteer can still use the work for their own non-commercial research or private study.

## Using Works in Copyright

In order to not infringe copyright, you must:

- Decide if the work is in copyright
- Correctly identify and trace the copyright owner (who might not be the creator of the work)

- Request permission for everything you wish to do with the work
- Give appropriate credit to the creator, and any rights owners.
- Pay the required licensing fee.

## Tracing Rights Holders

After first confirming that the work remains in copyright you can try:

- Check the notes and acknowledgements of published works
- Image recognition software
- Google search
- Ask the British Library where the work is a book in copyright
- Ask a Collective Management Organisation such as the PRS or the Artists Collecting Society
- Ask the archive or stock image company which provided the work
- Check if the work was created on behalf of an organisation, e.g. the Crown
- Is the creator alive?
- Has the creator licensed their copyright?

## Negotiating Rights

Things to remember:

- Explain your aims, are you commercial or not for profit?
- Who are you negotiating with? You may have a different response from a large publisher than a local artist.
- Use your own agreement where possible
- Think about what will happen when the licence expires
- Do you really need worldwide or in perpetuity rights?
- Give yourself time as this process will take longer than you think it will.

## Crown Copyright – what is it?

Crown copyright differs from standard UK copyright. It applies to works:

- Created or published before 1 June 1957 by or under the direction or control of the Crown
- Created or first published between 1 June 1957 and 31 July 1989 by or under the direction of control of the Crown
- Created on or after 1 August 1989 by an officer or servant of the Crown in the course of their duties

## Creative Commons

A recent form of copyright which can be used by private individuals and bodies. Creative Commons standardised the method of granting public permission to use a creative work and is especially useful if you wish to use works from outside of the UK. The symbol or abbreviation indicates exactly what can and cannot be done with a work. The fewer the elements the more you are able to do without permission.

There are six to choose from.



A licence to adapt, distribute, etc, including for commercial uses, provided the creator is attributed.



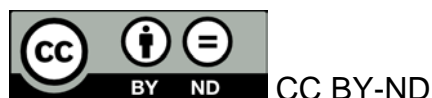
As for CC BY provided adaptations are shared under the same terms. Also known as “ShareAlike”.



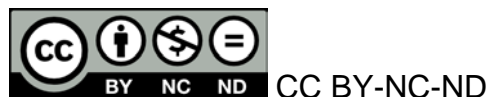
As CC BY except only non-commercial works are permitted.



As above with addition of ShareAlike requirement.



As CC BY except no derivatives or adaptation are permitted.



As above with the addition of a non-commercial clause.



You may also see the Creative Commons Public Domain Dedication, which permits reuse with no conditions

## Orphan Works

An orphan work is one whose copyright holder is either unknown or cannot be traced. This is the majority of archival material, and, if unpublished, remains in copyright until 2039.

You may wish to take a risk management approach by:

- Restricting use to non-commercial research or private study
- Using notice and take down policies
- Using low resolution images
- Disclaimers
- Using low risk works

A UK orphan works licensing scheme exists. For further information see government guidance:

<https://www.gov.uk/guidance/copyright-orphan-works>

## Licensing your Works

You can license your own works via a copyright licence. This is a contractual agreement between the copyright holder and the user. It clarifies what a user can do, can relate to some or all of the rights in a work, and can be limited by time.

You should decide whether the licence will be exclusive or non-exclusive. An exclusive licence allows for:

- The licensee to use the work in the way specified in the licence
- The exclusion of all others from using the work
- The exclusion of the copyright owner from using the work

You should use a contractual agreement when you:

- Need a partner to help to exploit the work
- Wish to negotiate the sale or transfer of copyright
- Agree a licence with a person who wants to use the work
- Want a third party to administer economic rights

If you rely upon an implied licence, where no written contract is in place, you may find you have no rights to use the works you have commissioned. E.g. you pay an artist to create a logo for you. If there is no contract in place stating that the artist transfers or licenses the copyright to you, then any use would be an infringement of copyright law.

You can sell or transfer your copyright on a permanent basis. This must be in the form of a written and signed contract and is known as an **assignment**. You may often retain moral rights as these cannot be assigned, only waived.

## When your Rights have been Infringed

You have rights under civil law. A great resource is maintained by copyrightuser.org

<https://www.copyrightuser.org/understand/rights-permissions/enforcement/>

## Copyright Exemptions

There are several exemptions including:

- Where an archive makes a preservation copy
- Where an archive makes a single copy of an unpublished work
- Private study
- For the purpose of an examination of an instruction
- Quotation, critique or review
- Reporting of current news events (doesn't apply to images)
- Parody, caricature or pastiche
- Text and data mining

**This does not constitute legal advice.**

## Further Reading

### Copyright Exceptions

<https://www.copyrightuser.org/understand/exceptions/>

### Creative Commons Information on Sharing Your Work

<https://creativecommons.org/share-your-work/>

### Crown Copyright and Copyright for the Archive Sector

<http://www.nationalarchives.gov.uk/legal/copyright/>

### Naomi Korn Resources

<https://naomikorn.com/resources/>

### Orphan Works

<https://www.gov.uk/guidance/copyright-orphan-works>

## UK Licensing Bodies and Collective Management Organisations

<https://www.gov.uk/guidance/licensing-bodies-and-collective-management-organisations>

## UK Government Copyright Detailed Information

<https://www.gov.uk/topic/intellectual-property/copyright>

## UK Intellectual Property Office

<https://www.gov.uk/government/organisations/intellectual-property-office>

## Contact information:

For information and queries contact our Heritage Tourism Officer – Laura Simpson

Email: [laura.simpson@nottscc.gov.uk](mailto:laura.simpson@nottscc.gov.uk)

Phone: NCC Customer Service Centre

0300 500 80 80 - Monday to Friday: 8am 6pm  
(Calls cost 3p a minute from a BT landline.  
Mobile costs may vary).

Website: [www.miner2major.org.uk](http://www.miner2major.org.uk)

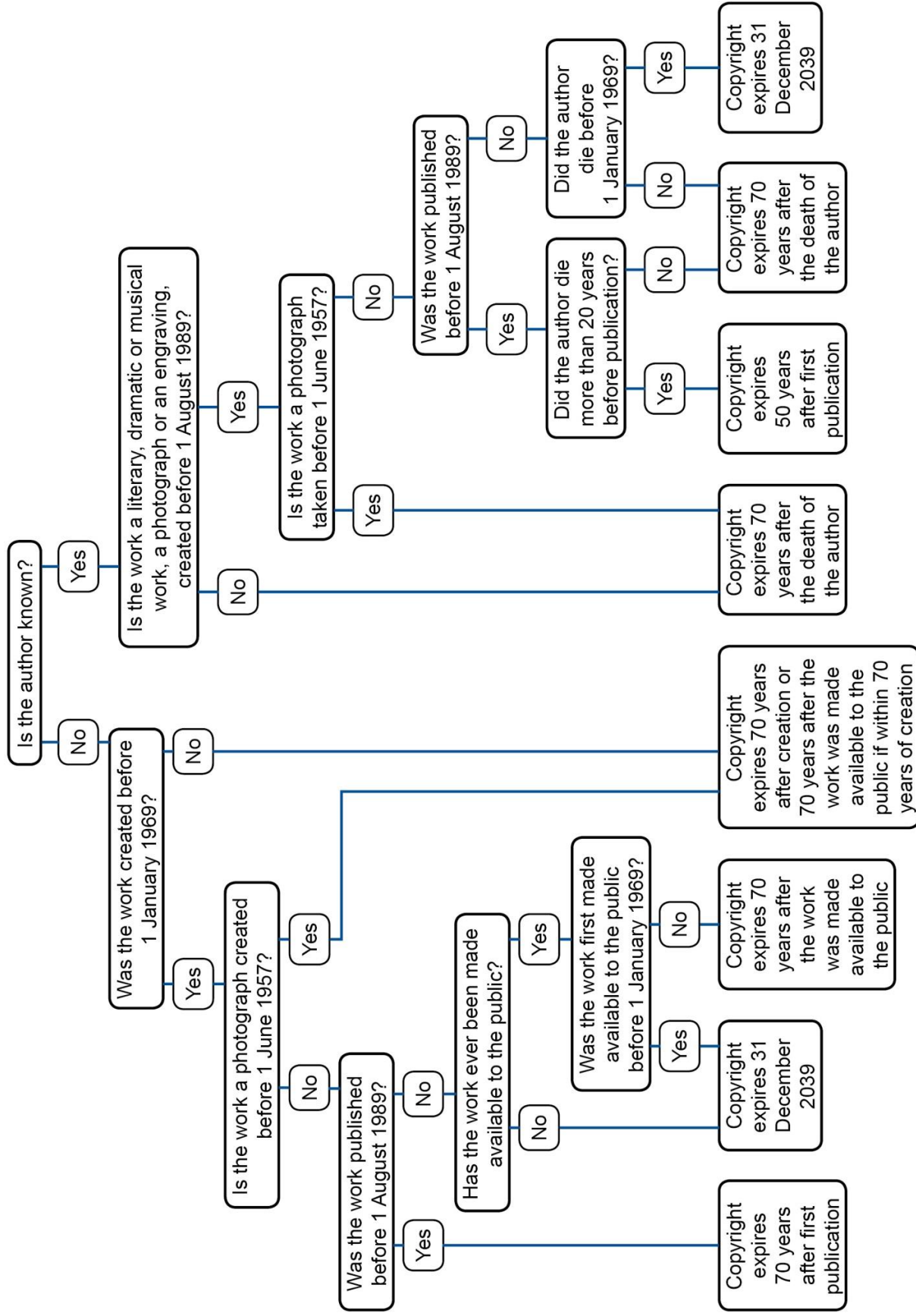


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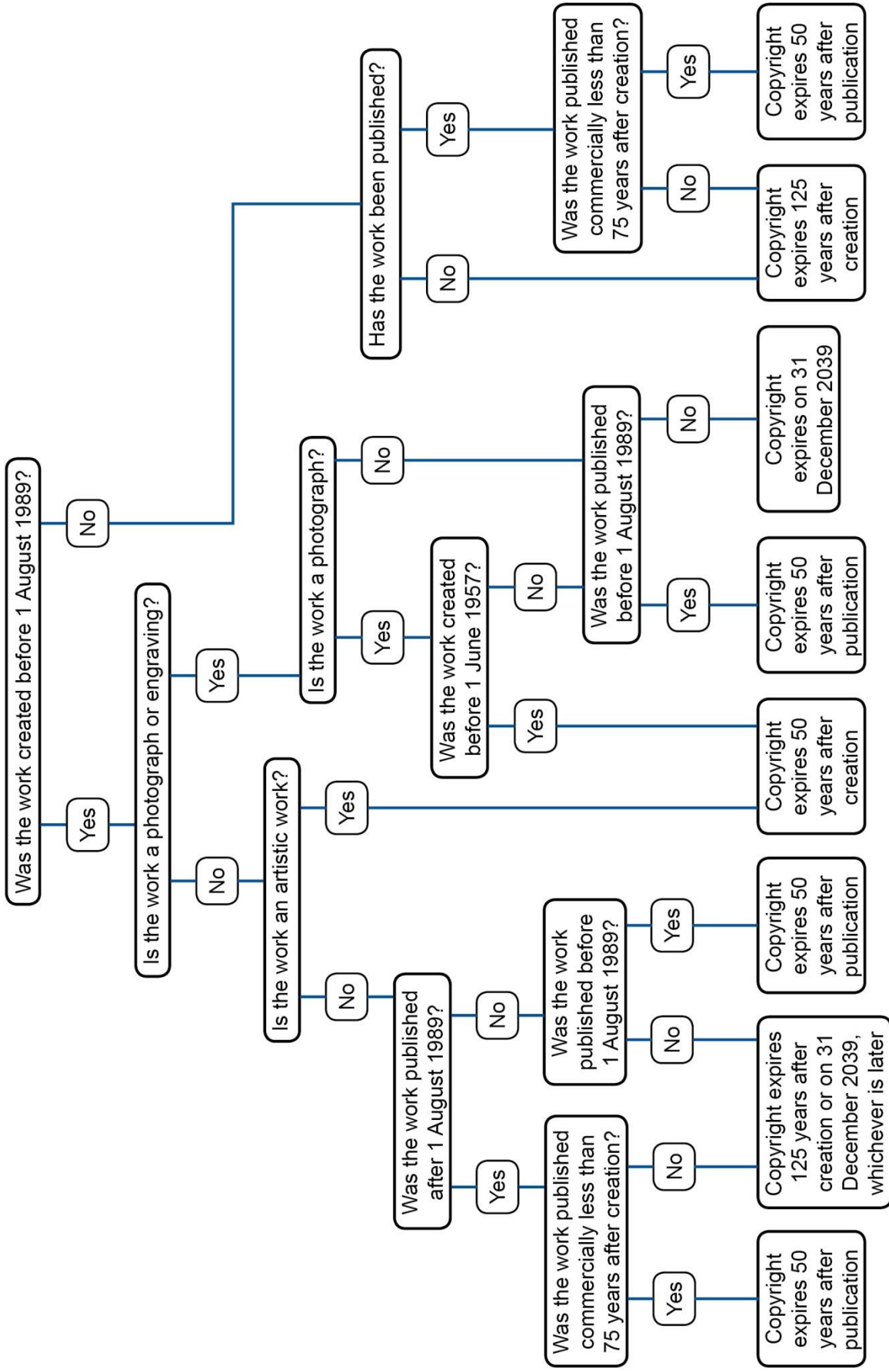


# Appendix 1. Duration of copyright - literary, dramatic, musical and artistic works (excluding Crown copyright)





## Appendix 2. Duration of Crown copyright - literary, dramatic, musical and artistic works



# naomi korn

ASSOCIATES

## Naomi Korn Associates Template Copyright Agreement

*Instructions: This form has been created by Naomi Korn Associates ([www.naomikorn.com](http://www.naomikorn.com)) in order to assist cultural heritage organisation's seek a transfer of copyright or permission to reproduce items they have acquired into their collections and/or items they are planning to acquire and/or items already forming part of their collections. With subtle changes to wording, it can also be adapted to suit other content that they wish to reproduce. Highlighted areas on this form should be amended to suit specific circumstances and requirements. The Naomi Korn Associates logo in the header should be replaced when this form is used.*

*This form is for information purposes and is not legal advice. Any use of this form is at the users own risk, and it is always recommended that legal advice to check the robustness and legality of this form is always sought.*

Version 2.0 October 2018

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This Agreement dated [day] day of [month] [year] and made between;

1.	[Name] (hereafter "the Licensor") of [Address]; and
2.	The Board of Governors of [Address] the "Organisation"

The Organisation is pleased to [be acquiring/have acquired] the "Item(s)" for the Organisation's collections:

[PLEASE LIST ITEMS HERE INCLUDING TITLES, CREATORS DETAILS AND ITEM REFERENCE NUMBER]

This Agreement is designed to establish who owns the copyright, database right, design right and rights of a similar nature of copyright "the Rights" in the Item(s) and to confirm how and in what ways the Organisation can use the Item(s).

If you are able to assign or licence the Rights to the Organisation you will assist us in helping to make the Item(s) publically accessible to the widest possible audience, whilst reducing the costs and overheads of requesting permission on a case by case basis. This Agreement supersedes any other agreement made between the Organisation and the Licensor relating to the Rights.

If you have any questions about this Agreement, please contact **Person Name** on **xxxx**. When completed, please return this Agreement to **{insert departmental contact's name and address}**

### Copyright Agreement – If you are the Licensor / representative, tick either A or B

#### A. Assignment of rights to the Organisation

In consideration of the Organisation providing a credit in the manner described below where reasonably practical, the Licensor (either as owner of the Rights or as an authorised agent for the owner of the Rights) assigns to the Organisation all Rights in the Items(s). The Licensor understands that they may still make use of the Items for their own non-commercial portfolio and/or website uses. The Licensor agrees to do all things which may be necessary to give effect to this Agreement. This assignment is for the full term during which such Rights and any renewals or extensions of them shall exist in the Item(s).

If you are the author of the Item(s) or an authorised agent for author of the Item(s), please tick here if you allow the Organisation to crop the Item(s) and overlay text in a way the Organisation deems sympathetic to the Item(s)

Please tick here if you agree to assign the Organisation all Rights in the Item(s) which the Organisation may acquire in the future.

#### B. Copyright Licence

The Licensor (either as owner of the Rights or as an authorised agent for the owner of the Rights) grants the Organisation a perpetual, worldwide, non-exclusive, royalty free, irrevocable licence to reproduce the Items with the attribution statement below throughout the world and in any medium, for the uses outlined below (the "Permitted Uses"): Please select as many boxes from the list below:

**PLEASE AMEND REQUIRED USES TO SUIT REQUIREMENTS**

- on any of the Organisation's websites
- on social media sites, whether created now or in the future, including but not restricted to Facebook, Twitter, Pinterest etc.
- for all the Organisation's educational and non-commercial purposes
- in the Organisation's marketing, press and promotional material
- in the Organisation's commercial publications, or in association with a commercial publisher, in printed and digital form for sale throughout the world
- on Organisation branded or co-branded commercial prints, products and merchandise for sale throughout the world
- to crop the Item(s) and/or incorporate into other works in a way the Organisation deems sympathetic to the Item(s)
- Please tick here if you agree to grant the Organisation a licence to use the Item(s) under the same terms as above for any Item(s) which the Organisation may acquire in which you own the rights in the future.

**Credit**

How would the Licensor like to be credited?

.....

**Warranties**

By signing this agreement I/we warrant and undertake to the Organisation that:

- the Licensor is the legal owner of the Rights contained within the Item(s) and/or is entitled to grant to the Organisation the Rights under Option A or B free from any encumbrances, charges, options and licences;
- the Item(s) in themselves do not constitute an infringement of any third party's copyright or other intellectual property rights; and
- the exercise by the Organisation of the Rights licensed in this Agreement will not infringe the rights of any third party.
- I/we are not aware of any third parties who might be entitled to prevent the Organisation from exploiting the Rights licensed under Clauses A or B

**Indemnity**

The Licensor agrees to indemnify the Organisation against any losses, damages, costs and expenses that the Organisations may suffer as a result of any breach of warranty or the grant of the Licence under this Agreement.

**Authorisation**

This Copyright Agreement shall be governed by and is subject to English and Welsh law and the parties agree to accept the exclusive jurisdiction of the Courts of England and Wales.

Signed by:.....Name: ..... Date: .....

For and on behalf of the Licensor

Signed by: .....Name: .....Date:.....

For and on behalf of The Board of Governors of xxxxx

May we release your contact details to enquirers? Please note that these details will be stored in compliance with the Data Protection Act 2018 and will only be used for the purposes of contacting the Licensor to seek copyright permission?

Yes/ No



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