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1. Introduction

This Policy sets out rules for employees, contractors, or other third parties (“Representatives”) regarding the Company’s copyright.

The Company is committed to protecting copyright, whether such copyright is owned by the Company, its employees and Representatives, or by third parties. This Policy applies to all employees and Representatives of the Company, to ensure the protection of copyright belonging to the Company, and to ensure that all employees and Representatives respect the copyright of the Company.

employees and any and all agents, contractors, or other third parties on behalf of the Company (“Representatives”) regarding the Company’s copyright.

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2. Scope of Policy

2.1 Copyright is a key intellectual property right of the Company. It is a valuable asset of the Company. The subsistence of copyright is determined by law. Representatives and employees must ensure that they do not infringe the copyright of the Company.

and represents a valuable asset to the Company. It is a valuable asset of the Company. The subsistence of copyright is determined by law. Representatives and employees must ensure that they do not infringe the copyright of the Company.

2.2 This Policy applies to all employees and Representatives of the Company at all times. This Policy may be amended at any time at the discretion of the Company. Any amendments to this Policy may result in disciplinary action.

Representatives of the Company. All employees and Representatives must comply with this Policy at all times. This Policy may be amended at any time at the discretion of the Company. Any amendments to this Policy may result in disciplinary action.

2.3 This Policy applies to all copyright works created and commissioned by the Company, its employees, and Representatives, and to all copyright works used by the Company in the course of its business. This Policy also applies to all copyright works created and commissioned by the Company, its employees, and Representatives, and to all copyright works used by the Company in the course of its business.

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2.4 Any questions relating to this Policy, should be referred to the Company’s Copyright Officer, <<insert name>>, <<insert position(s)>>, <<insert contact details>>.

intellectual property rights, or to this Policy, should be referred to the Company’s Copyright Officer, <<insert name>>, <<insert position(s)>>, <<insert contact details>>.

3. About Copyright

3.1 Copyright is an intellectual property right which automatically protects works fixed in a tangible form.

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- a) original literary, dramatic, musical, and artistic works (including computer programs);
- b) original non-literary works (including databases);
- c) sound and visual recordings;
- d) film and television broadcasts;
- e) broadcasts;

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| | f) | the layout of the work | written, dramatic, and musical works. |
| 3.2 | | Copyright prevents others from doing the following with your work: | |
| | a) | copying; | |
| | b) | distributing copies of the work for profit or for sale; | |
| | c) | renting or lending the work; | |
| | d) | performing, showing, or playing the work in public; | |
| | e) | communicating the work to the public (including putting it online); | |
| | f) | making an adaptation of the work or any of the above with respect to an adaptation. | |
| 3.3 | | There are additional "related rights" that exist alongside copyright: | |
| | a) | Performers' rights: the right to control any kind, including the recording, distribution, and rental, of a recording of a performance of the work. | |
| | b) | Moral rights: the right to be recognized as the author of a copyright work and for the work to not be distorted, modified, or taken out of context. | |
| | c) | Database rights: the right to control the selection and presentation of data in a database, whether the database is electronic or not. | |
| 3.4 | | Copyright lasts for a certain period of time. The duration of copyright varies according to the type of work. The most relevant are as follows: | |
| | a) | Written, dramatic, and musical works: 70 years after the author's death. | |
| | b) | Sound and motion pictures: 70 years after the date of first publication; | |
| | c) | Films: 70 years after the death of the director, screenplay author, and composer; | |
| | d) | Broadcasts: 70 years after the date of first broadcast; and | |
| | e) | The layout of published editions of written, dramatic, or musical works: 25 years from the date of first publication. | |

4. Establishing Copyright Protection

- 4.1 Copyright is an automatic right in the UK. There is no need to register or pay and there is no requirement to mark your work. It is nevertheless important to mark your work in this way does not affect the protection afforded to it, but it does avoid confusion and is essential, particularly in cases of infringement.

4.2 The following notice should be used for all original works, where possible in the position set out in Part 5, below):

“Copyright © {year of first publication}.”

4.3 If a work is updated or amended, the copyright notice should also be updated to include the original date of publication and the date of update or amendment.

4.4 In certain cases, it is recommended that you add one or more of the following additional copyright notices:

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a) "The reproduction, distribution, or any other act in relation to this copyright work, whether by any means, whether electronic or otherwise, without the prior written permission of <<insert Company name>>, is prohibited."

b) "The commissioning, creation, or any other act in relation to this copyright work may result in legal actions."

c) [<<insert further details>>].

4.5 If you are unsure of the correct procedure for any additional notices, please contact [<<insert name>>, <<insert contact details>>] OR [<<insert name>>, <<insert contact position(s)>>, <<insert contact details>>].

5. Ownership of Copyright

5.1 The Company shall own all copyright works created by its employees in the course of their employment unless expressly agreed otherwise between the Company and the particular employee. [This is also set out in your employment contract.]

5.2 When the Company commissions copyright work from a third party (including, but not limited to, freelancers who are not employees), the copyright shall be assigned to the Company.

5.3 [It is the policy of the Company to assign the copyright (and any other intellectual property rights) in any work commissioned from a third party to the Company whenever possible.]

5.4 When commissioning work from a third party on behalf of the Company, consider whether the copyright (and any other intellectual property rights) in the work should be assigned to the Company or licensed to the Company.

5.5 Questions concerning copyright and licensing should be referred to [<<insert name>>, <<insert contact details>>] OR [<<insert name>>, <<insert contact position(s)>>, <<insert contact details>>].

5.6 It shall be the responsibility of the Company's Copyright Officer, <<insert name>>, OR [<<insert name(s) and/or position(s)>>, <<insert contact details>>] to keep records of all intellectual property transactions, including contracts, assignments, and licences.

6. Third-Party Copyright

6.1 All employees and contractors must be aware of third-party copyright and must take care to avoid infringement in the course of their work.

6.2 A copyright work can be:

- a) The copyright owner;
- b) You or the Company; or
- c) You have permission from the copyright owner (e.g. a licence); or
- d) You are relying on a defence (e.g. fair dealing), but note that these will not normally apply to the Company (see 5.1).

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- 6.3 When using any material in hard copy or electronic form, employees and Representatives must ensure that no third-party copyright applies. If it does, then an exception applies or whether a licence needs to be obtained before using any third-party material. If approval may be needed from the relevant third party, particularly in cases where payment is required.
- 6.4 The law provides a number of limited exceptions that may allow the use of third-party material without the permission of the copyright owner. These include:
- a) Non-commercial research; study;
 - b) Text and data mining; commercial research;
 - c) Criticism, review, parody and caricature; public events;
 - d) Teaching and research; public events;
 - e) Assisting disabled people;
 - f) Time-shifting; and domestic purposes;
 - g) Parody, caricature and pastiche;
 - h) The use by certain public institutions (e.g. libraries and museums) of copyright material.
- 6.5 In most cases it is unlikely that any of the exceptions to copyright will apply to the use of third-party copyright material by an employee or Representative. Questions concerning the use of third-party copyright material and exceptions should be referred to [the Company's Copyright Officer, <<insert name>>, <<insert contact details>>] OR [<<insert name>>, <<insert contact details>>].
- 6.6 [The Company has obtained one or more licences covering the following types of work(s) in question: [the different licences covering the work(s) in question:]]
- a) [Printed publications] [the licence(s)] OR [collective licences] covering the following work(s) in question: [the different licences covering the work(s) in question:]. The terms of [the licence] OR [the different licences covering the work(s) in question:] must be read and followed when using the material. [The Company has obtained one or more licences covering the following types of work(s) in question: [the different licences covering the work(s) in question:]]. The terms of [the licence] OR [the different licences covering the work(s) in question:] must be read and followed when using the material.
 - b) [E-books and digital publications] [the licence(s)] OR [collective licences] covering the following work(s) in question: [the different licences covering the work(s) in question:]. The terms of [the licence] OR [the different licences covering the work(s) in question:] must be read and followed when using the material. [The Company has obtained one or more licences covering the following types of work(s) in question: [the different licences covering the work(s) in question:]]. The terms of [the licence] OR [the different licences covering the work(s) in question:] must be read and followed when using the material.
 - c) [Images and graphics] [the licence(s)] OR [collective licences] covering the following work(s) in question: [the different licences covering the work(s) in question:]. The terms of [the licence] OR [the different licences covering the work(s) in question:] must be read and followed when using the material. [The Company has obtained one or more licences covering the following types of work(s) in question: [the different licences covering the work(s) in question:]]. The terms of [the licence] OR [the different licences covering the work(s) in question:] must be read and followed when using the material.
 - d) [Films, sound recordings and television broadcasts] [the licence(s)] OR [collective licences] covering the following work(s) in question: [the different licences covering the work(s) in question:]. The terms of [the licence] OR [the different licences covering the work(s) in question:] must be read and followed when using the material. [The Company has obtained one or more licences covering the following types of work(s) in question: [the different licences covering the work(s) in question:]]. The terms of [the licence] OR [the different licences covering the work(s) in question:] must be read and followed when using the material.
 - e) [Music is covered by the licence(s)] [the licence(s)] OR [collective licences] covering the following work(s) in question: [the different licences covering the work(s) in question:]. The terms of [the licence] OR [the different licences covering the work(s) in question:] must be read and followed when using the material. [The Company has obtained one or more licences covering the following types of work(s) in question: [the different licences covering the work(s) in question:]]. The terms of [the licence] OR [the different licences covering the work(s) in question:] must be read and followed when using the material.
 - f) [<<Insert a summary of what the licence(s) allow(s)>>].
- 6.7 Any questions concerning the use of third-party copyright work and licensing arrangements should be referred to [the Company's Copyright Officer, <<insert name>>, <<insert contact details>>] OR [<<insert name>>, <<insert contact details>>].

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7. Software

- 7.1 Software is covered by the Copyright Policy which will generally set out what the software can and cannot be used for. Most licences will limit the use of the software to specific users and devices that a piece of software may be installed on. Users are authorised to use the software, and even the location where it can be used.
- 7.2 Most software used by the Company is commercial software, licensed for commercial use. It may be a piece of free and/or open source software that the Company representative wishes to use. Care must be taken with free software. The mere fact that software is available free of charge does not mean it is open source licence does not necessarily mean it is free for commercial use. Some free software, for example, is free for personal use and requires a paid licence for commercial use.
- 7.3 All employees and contractors must agree to use software that is not provided by the Company in accordance with the terms of the relevant software licences carefully before using it.
- 7.4 [No software may be installed on a company-owned computer or device without the approval of the IT Manager and/or position(s) e.g. IT Manager>>, <<insert contact details>>]

8. Websites and Social Media

- 8.1 Websites generally have specific terms of use (often referred to as "terms and conditions") which set out how the website, and any content on it, may be used, and may not be used.
- 8.2 Websites will also contain content licensed from another party. It is therefore important to understand that the mere availability of copyright material from a website does not mean that the website owner has licensed the copyright material from a website. It is important to understand that the mere availability of copyright material from a website does not mean that it is free for re-use, or that it can be used commercially or otherwise.
- 8.3 When posting or sharing content on a website, care must also be taken. In most cases, the website owner will stipulate that, by using the site, users are granting the website owner a licence to use the content themselves for the purposes of operating and/or promoting the site. User publishing the content is also responsible for obtaining permission for the sharing of third-party content from the owner of the website.
- 8.4 The same considerations apply to sharing content on social media. It is important to understand that content shared on social media is often more visible than the original website due to the public and collaborative nature of social media.
- 8.5 Content shared on social media by employees or Representatives on behalf of the Company must be handled with particular care. Content which may be shared by an individual acting on their own behalf (e.g. a personal blog) may not be covered by any of the Company's policies (and therefore in a

- commercial context
- 8.6 Any questions concerning copyright material online should be referred to [the Copyright Officer, <<insert name>>, <<insert contact details>>] OR [the Copyright Officer, <<insert name>>, <<insert contact details>>].
9. **Notifying Copyright Infringement**
- 9.1 If any employee or agent of the Company (or any other intellectual property rights) belonging to the Company's Copyright Officer, <<insert name>>, <<insert contact details>>] OR [the Copyright Officer, <<insert name>>, <<insert contact details>>], should immediately notify [the Copyright Officer, <<insert name>>, <<insert contact details>>] of the infringement.
- 9.2 If any employee or agent of the Company (or any other intellectual property rights) belonging to the Company's Copyright Officer, <<insert name>>, <<insert contact details>>] OR [the Copyright Officer, <<insert name>>, <<insert contact details>>], should immediately notify [the Copyright Officer, <<insert name>>, <<insert contact details>>] of the infringement.
10. **Requests to Use Company Material**
- 10.1 If any employee or agent of the Company (or any other intellectual property rights) belonging to the Company's Copyright Officer, <<insert name>>, <<insert contact details>>] OR [the Copyright Officer, <<insert name>>, <<insert contact details>>], should immediately notify [the Copyright Officer, <<insert name>>, <<insert contact details>>] of the infringement.
- 10.2 No employees or agents of the Company (or any other intellectual property rights) belonging to the Company's Copyright Officer, <<insert name>>, <<insert contact details>>] AND/OR [the Copyright Officer, <<insert name>>, <<insert contact details>>] should negotiate any request for the use of the Company's material [without the Company's authorisation].
- 10.3 The Company shall consider all such requests along with any assignments made in response.
11. **Implementation of Policy**
- This Policy shall be deemed to have been implemented from the date of its adoption. No part of this Policy shall have retroactive effect to matters occurring on or after this date.

This Policy has been approved and

Name: <<insert name>>

Position: <<insert position>>

Date: <<insert date>>

Due for Review by: <<insert date>>

Signature:

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