

Copyright Policy, General Information and Statements



This policy is of relevance to students / staff / applicants / general public / alumni {delete as appropriate}

Version No.	1
Approved on	January 2012
Approved by	Operations Board
Written by	Library
Last Reviewed	Nov 2015
Date of last amendment	Revised January 2012
Last Amendment	editorial

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INTRODUCTION

This document contains a brief summary of current copyright law and provides some general information on copyright issues of which both students and staff should be aware.

It also contains the Guildhall School of Music & Drama's (School) current copyright policies and statements for students and staff.

GENERAL INFORMATION

Copyright Law

Copyright law gives legal protection given to creators of original material against unauthorised exploitation of their work. The relevant UK legislation is the Copyright, Designs and Patents Act 1988 (CDPA), active from August 1 1989 and supplemented by various statutory instruments, EU legislation and international conventions. The 2002 Copyright (Visually Impaired Persons) Act allows for specific cases of additional copying to facilitate enlargement of text or transcription to assist visually impaired students and staff.

Relevant Institutional Subscriptions/Associations

The Guildhall School of Music & Drama adheres to The Code of Fair Practice (Code) as drawn up by the Music Publishers Association (MPA) following agreement between composers, publishers and users of printed music. The School is a signatory to the Code and named on the MPA website.

The School holds licenses both with the Copyright Licensing Agency (CLA) and the Educational Recording Agency (Ltd) (ERA) which both offer collective licensing schemes for an advised amount of copying. **The School's CLA Licence includes provision for material covered by the Licence in print form, to be made available digitally on platforms such as Moodle, provided all such usage is reported annually to the CLA.**

Copyright explained – key points

- Copyright is a form of intellectual property right (IPR) which defines certain rights in law and automatically protects the rights of an author/creator of an original work, once the work has been recorded in a tangible form. Ideas do not fall under copyright legislation.
- Copyright allows authors to control the use of their work and in some cases to benefit financially from their work, as well as allowing them to assert the moral right to be recognized as the author/creator of their work.
- Copyright protects a work from substantial reproduction and/or alteration without the **author's/creator's/copyright holder's permission.**
- Copyright can be assigned, sold, or leased by the copyright-holder. The original author may be different from the copyright holder.

What is covered by copyright law?

Tangible forms of original work include such works as literary, dramatic, musical or artistic works; sound recordings, films, broadcasts and cable programmes; electronic works; the typographical layout of published editions (i.e. printed pages, whether text or music).

This also includes computer software and databases as well as all the more traditional forms of writing. Work must be original, though the interpretation is very wide, for example railway timetables are regarded as literary works under the Act. A database is a compilation in any form, print or non-print, but its selection or **arrangement must be the author's own intellectual creation and it is protected for 15 years from the latest substantial revision.**

Dramatic works include dance or mime. An opera will have both dramatic and musical copyright, as well as literary copyright in the libretto.

Artistic works are widely defined by the Act and include paintings, drawings, photographs and engravings; sculptures and collages; maps, charts and plans; works of architecture; and works of artistic craftsmanship.

Electronic works include both material created in electronic form, such as computer software, and material stored by electronic means, such as scanning and material available online.

With the development of new tangible forms (e.g. digital developments), the range of reference of 'copyright' is being redefined.

Copyright law is evolving, particularly in the context of new media developments. There are also international initiatives to standardize copyright law, as for instance in the EU Copyright Directive.

Copyright Ownership

Initially the author/creator owns the copyright but in many cases copyright is sold or transferred to a second party/ies, as for example the writer of an article who sells the copyright of his/her article to the journal which publishes it.

Where work is produced in the course of employment, an employer may hold copyright, or will seek license to use work in some cases.

Copyright Duration

Copyright duration varies according to the format in which a work was recorded.

Literary, dramatic, musical or artistic works are protected during the life, and for 70 years from the end of the year in which the author died.

Films are protected during the life, and for 70 years after the end of the year in which the death occurs of the last to survive of the principal director, the authors of the screenplay and dialogue and the composer of any music specially created for the film.

Computer generated works and sound recordings are protected for 50 years after the end of the year in which they were first made or released.

Typographical arrangements are protected for 25 years after the end of the year in which the edition was published.

Copyright Permissions

One or more copies may be made of a copyrighted work with the copyright holder's permission.

The term 'copying' includes scanning documents and placing them on websites. This can only be done with the specific permission of the copyright holder or in some cases via the CLA Digital Licence scheme.

Copyright of published music includes the musical notes, the words and dramatic actions and movements of the singers, these are the same rights as for literary works.

Performances which are not part of instruction can be licensed by the Performing Rights Society for live performances. Recording of broadcasts of music is covered by the ERA license.

Copying without permission is allowed under the exceptions to copyright holder's exclusive rights as defined in the 1988 Act. **The most important of these exceptions for HE/conservatoires are 'fair dealing' and 'examinations'.**

Exceptions

(a) Fair Dealing

Fair dealing allows copies to be made for the purposes of own private study or research or for criticism and review, however the amount of copying is not defined by the 1988 Act. In most cases the amount of permissible copying **without seeking the copyright holder's permission, is recognized by various professional bodies and collective licensing agencies in the following guidelines.** In each case only a single copy of each work is permissible:

- one chapter of a book
- one article from the single of a periodical or in a set of conference proceedings
- one short story or poem not exceeding 10 pages in length

- one case from a law report
- a single article from a newspaper

or, in each case, no more than 5% of any published edition of the above, whichever is greater (5% or the above elements of materials).

(b) Examinations

The 1988 Act permits copying for the purposes of examination by way of setting questions, communicating the questions to candidates or answering the questions.

"Purposes of examination" is not defined but the Chartered Institute of Librarians and Information Professionals (CILIP) advise that it is unlikely the exemption applies to work which is continually assessed as part of an examination process.

(c) Musical Works

Apart from the legal guidelines given above, The Code of Fair Practice of the Music Publishers' Association (MPA) advises of certain concessions to users of music over and above the exceptions of 'Fair Dealing' and 'Examinations' on behalf of publisher members of the MPA. These exceptions can be found on the School Library *Copying of Sheet Music* information sheet.

Copyright Licensing

Licensing agencies for authors or publishers grant collective permissions through licensing schemes. These agencies allow employed staff and students registered at subscribing institutions to copy works without **requesting individual copyright holders' permissions. Unpublished works held by the School are not covered** by CLA license agreements.

Two collective licensing agencies to which the Guildhall School and most HEIs subscribe are the CLA (Copyright Licensing Agency) and the ERA (Educational Recording Agency).

Further information and advice about both the CLA and the ERA are available from the School Library information sheets and the Library staff.

Copyright and Licensing Advice and Information in the Guildhall School

Kate Eaton, Senior Librarian	for all teaching, learning & research print and digital copying issues
Jo-Anne Naish	for advice on music performance and PRS returns issues
Gareth Higgins	for information about drama performance licensing
Jo Hutchinson	for website content licensing and compliance

Links and Further Information on Intellectual Property and Copyright

[Government Intellectual Property Office Copyright Guidelines](#)

[Copyright Licensing Agency](#)

[Educational Recording Agency](#)

[Performing Rights Society](#)

[Music Publishers' Association \(MPA\)](#)

https://www.copyrightservice.co.uk/copyright/uk_law_summary

SCHOOL COPYRIGHT POLICY FOR WORK COMPLETED BY REGISTERED STUDENTS

Copyright of a student's work normally lies with the student, except in the cases where 'fair dealing' and 'examinations' apply.

Any student's work produced for the purpose of a programme of study or for supervised research may be retained by the School or a department of the School, and the School may also require the student/author to submit a copy to the School Library.

The copyright of a thesis is held by the author and a thesis which is accepted by the School is placed in the School Library. The copyright of the thesis remains with the author, unless sold, assigned or leased by the author.

All copying of written material in the School Library is authorized and overseen by the Library staff. Copying from theses and dissertations held by the School Library requires the completion of a copyright declaration form.

Non-members of the School are not permitted to copy any School theses or dissertations.

The student may agree a transfer to or sharing of copyright or licensing, for use, of an original work with the School through an assignment or licensing arrangement for due consideration.

SCHOOL COPYRIGHT STATEMENT FOR USE IN STUDENTS' THESES

The copyright of this thesis is held by the author <<>> and anyone consulting it must sign a copyright declaration. Photocopying regulations vary according to the date of publication.

SCHOOL COPYRIGHT POLICY FOR WORK COMPLETED BY STAFF

The Guildhall School of Music & Drama recognises the rights of its teaching staff to ownership of copyright in all formats to research publications, books and other similar publications created by them.

The School also recognises the rights of members of staff to copyright in teaching materials and other materials in all formats with the exception of the following:-

- materials or works which staff produce by prior agreement with the School as ventures which involve sharing of copyright ownership between the School and members of staff. In these cases the School is the part holder of copyright.
- institutional materials including documents for administrative functions, reports assessment and otherwise, syllabuses, curricula, and papers or works, electronic or otherwise, commissioned by the School. In these cases the School is the sole copyright holder.
- Copyright of materials or works produced by staff by prior agreement and with a separate copyright or licensing agreement with the Guildhall School, for which the Guildhall School provides resources which are more than those normally available to members of staff in the course of their normal duties and activities.

The School would assert the right, through implicit licenses, free and perpetual, unconditional and non-exclusive, to the use of teaching materials in all formats which are produced by members of staff as a result of their employment as academic teaching staff of the School.

If a member of staff ceases to be an employee of the School the rights over the excepted teaching materials and other materials as specified above shall remain with the School.

SCHOOL COPYRIGHT STATEMENT FOR SCHOOL PUBLICATIONS, PUBLISHED BY THE SCHOOL

All rights reserved. No part of this publication may be reproduced, stored, transmitted or disseminated, in any form, or by any means, without prior written permission from the Guildhall School of Music & Drama, to whom all requests to reproduce copyright material should be directed, in writing.

Guildhall School of Music & Drama Copyright Transfer/Assignment Form

Title of Work:.....

Work Specifications:.....
.....
.....

Author(s):.....

Author's Name/s:.....
.....

Address:.....
.....

By their signature, the Author(s) warrant(s) that the work/article specified above in no way infringes upon any copyright or proprietary rights of others, and is in no way libellous or unlawful, and hereby transfers the copyright of this article/work to the Guildhall School of Music & Drama, effective immediately. The copyright transfer/assignment covers the exclusive rights to re-produce and distribute the article/work, including reprints, photographic reproductions, microform, electronic, magnetic tapes or any other reproduction of a similar nature, and translations, for use for academic and research purposes.

In the case of such a reproduction the School will use its best endeavours to ensure that the moral rights of the Author(s) are recognised.

The agreement must be signed by the Author. In cases of multiple authorship, this agreement must be signed by all Authors or the remaining live Authors.

Signature(s).....

Date.....