

Intellectual Property and Copyright in the Digital Environment

This site was created by [CARET](#) for people using digital resources in teaching and research at the University of Cambridge. It deals primarily with copyright, although other rights are also considered briefly.

Each page contains answers to a series of frequently asked questions in relation to:

- Using other people's materials
- Protecting your own rights
- Obtaining further detailed information on copyright and intellectual property rights

You can navigate the topics either using the left hand navigation bar or using the clickable concept maps. There is also a Table of Contents view and a [downloadable pdf version](#) of the full text.

Please note that this website is intended only as an introduction to copyright. It is not to be regarded as legal advice.

See also: [If I am unsure, who do I contact?](#)

1 Why you should understand IP and copyright

Copyright law applies to the digital environment. Accordingly, copyright material in digital form is protected in the same way as material in any other media. For example, text and images on a website are copyrighted in the same way as printed material. However, in practice, teaching in a digital learning environment is slightly different to teaching with the use of printed media. For example, just because it is permissible to photocopy an image and include it in a handout does not necessarily mean it is permissible to include that image on an intranet site.

Do not be scared of, or intimidated by, copyright. While copyright protects the rights of copyright owners, it also seeks to promote the free flow and exchange of information by providing a number of ways that third party copyright material may be reproduced or communicated. Copyrighted material may be legally reproduced or communicated in many circumstances.

We strongly encourage you to learn as much as you can about copyright to ensure you do not infringe copyright laws. However, where copyright is genuinely inadvertently infringed and the infringer responds promptly and responsibly as soon as the infringement is detected, in the unlikely event that the copyright owner proceeds to take the infringer to court, the fact that the infringement was inadvertent is likely to reduce the penalties. This is especially the case if the actual damages suffered by the copyright holder are nil and if the infringer has not profited from the inadvertent breach of copyright. Having said that, it is important to make a real effort to understand copyright law and avoid infringement. Above all, use common sense. If you are profiting from someone else's work or if your use of someone else's work will deny them revenue then tread very carefully. Treat others as you would have them treat you.

2 Using other people's materials

If you are concerned with using other people's rights in a non- electronic environment, please see the [University Copyright Officer's guide to copyright](#) (PDF format).

When creating teaching materials you should ensure that one of the following applies:

- **You own the copyright** – For more information see [Who owns copyright?](#)
- **The University owns the copyright** – For more information see [Who owns copyright?](#)
- **The material is out of copyright** – For more information see [Duration of copyright](#)
- **Use of material is allowed under the law** – For more information see [Exceptions to copyright](#)
- **The copyright holder has granted written permission for the use you are contemplating** - Where the material is not born- digital you would need permission firstly to digitise the material and secondly to upload the material. If you have been given permission to use extracts you should make this clear when acknowledging the source.

Click on the links below for further information:

[Some general information on copyright](#)

- [Who owns copyright?](#)
- [Using copyright works without obtaining permission](#) - Copyright exceptions
- [Penalties for breach of copyright](#)
- [The Internet, computer programs and digital material](#)

[Obtaining permission to use copyright material](#)

- [When must I obtain permission?](#)
- [Tracing copyright holders and obtaining permission \(a licence\) to use copyright material](#)

[Acknowledging the work of other people](#)

[Using images in a digital environment](#)

[What if I am not keen to obtain permissions?](#)

[Copyright and other countries](#)

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[Other rights to keep in mind](#)

[Creating a web page for teaching](#)

[Students and copyright](#)

[Links to more detailed information on copyright](#)

2.1 General information on copyright

2.1.1 Who owns copyright?

Copyright does not have to be registered in the UK, but is an automatic right that comes into existence with the creation of the work in question. Ownership of copyright can be complex as copyright is a form of property and can be disposed of in the same way as other property.

Who owns copyright when a work is created?

The general rule is that the author of the work is the first holder of copyright. See [Who is the author of a work?](#) for information on who is the author of a work.

However, if the work is made by an employee in the course of employment then the employer (not the author) is the first owner of copyright, unless there is an agreement to the contrary between the employer and the employee. For further information on original holders of copyright, see [Is the author the first \(or original\) holder of copyright?](#)

Can copyright be shared between authors?

Maybe. Where two or more people have created a work protected by copyright and their contributions cannot be distinguished, those people are joint authors and the copyright is shared. Examples include where one person has drafted an article and another person has amended and added to it; a broadcast made by more than one person; and the works of Gilbert and Sullivan. The law says that two people, the producer and principal director, are joint authors of a film.

However, where the finished work includes distinct and separate works by different authors, each contributing author would own only the copyright in their own work included in the 'collection'. This could apply, for example, to an anthology of poetry with each poem written by a different person.

In the case of works made by employees during the course of their employment, different rules apply. If all the joint authors were employees of the same employer, then the employer would automatically own the copyright (unless the contracts of employment stated otherwise). But if one of the joint authors was not an employee of that same employer, then copyright in that joint work would be jointly owned by all the joint authors.

Those are the basic rules about first copyright ownership of works of joint authorship. However, the law allows the joint authors to have a contractual agreement between them stating who will own the copyright.

These agreements override the above rules. Similarly, the law allows employees who are joint authors to have an agreement with their (same) employer stating who will own the copyright.

Can copyright be transferred to someone else?

Yes. Copyright is a form of property which, like physical property, can be bought or sold, inherited, licensed or otherwise transferred, wholly or in part. Accordingly, some or all of the rights may subsequently belong to someone other than the first owner and may be shared. In contrast, the moral rights accorded to authors of literary, dramatic, musical and artistic works and film directors remain with the author or director or pass to his or her heirs on death. For more information on moral rights, see [other rights](#).

Do I own copyright if I own a copyright work?

Not unless you are the first [owner](#) of copyright, or copyright has been [transferred](#) to you. Copyright exists independently of the medium on which a work is recorded. For example, if you have bought or inherited a painting, you only own the copyright if that has also been transferred to you. Where a copyright work has been published (e.g. books), many copies may have been sold to the public. If you have bought one of these copies you have not bought the copyright that exists in the content. So, you cannot do what you like with it unless you have the permission of the copyright owner.

I wrote this article, so am I the copyright holder?

Not necessarily. Publishers frequently require authors to assign copyright to them on publications. Check the terms of your contract or agreement. Even if you have assigned or exclusively licensed your copyright to the publisher, such contract often reserve for the author some rights. For example, most major publishers allow the author to continue to use their works freely for research and teaching purposes including, sometimes, intranet or even Internet postings (provided sufficient acknowledgment of the publisher is included).

Who owns copyright in my teaching materials and in work my students produce?

Ownership of copyright materials created by academic staff and students is addressed in the university's policy on the ownership of intellectual property rights (IPRs) generated by externally funded research (*Reporter*, 31 January 2001) and is available at www.admin.cam.ac.uk/reporter/2000-01/weekly/5835/23.html

Information for graduate students on intellectual property they generate in the course of their studies is available from the Board of Graduate Studies at www.admin.cam.ac.uk/offices/gradstud/current/thesis.html.

2.1.2 When may works be used without permission of the copyright owner?

A number of exceptions to copyright allow limited use of copyright works without the permission of the copyright owner. The most relevant are set out here.

Not using a 'substantial part'

If your use of a copyright work does not involve using a substantial part, then you will not be infringing copyright. What constitutes a "substantial part" is determined on a case by case basis and there are no set guidelines. In some cases a very small part of a copyright work (such as a summary, the headline, a list of recommendations or the concluding remark) will constitute a "substantial part". Also, illustrations and graphs are considered to be separate works to the text of an article, chapter or book. For larger texts a good rule of thumb is no more than 800 words in total extracts with no single extract from the work exceeding 300 words. For poems, 40 lines is a good rule of thumb provided that does not constitute more than 25% of the poem.

Fair dealing

Fair dealing is a term used to describe acts which are permitted to a certain degree (normally copies of parts of a work) without infringing copyright. These are:

- Private and non-commercial research study purposes
- Performance, copies or lending for educational purposes
- Criticism and review of publicly available works

- News reporting of current events
- Copies and lending by librarians
- Acts for the purposes of royal commissions, statutory enquiries, judicial proceedings and parliamentary purposes
- Recording of broadcasts for the purposes of listening to or viewing at a more convenient time (known as time shifting)
- Producing a back up copy of a computer program for personal use
- Playing a sound recording for a non profit making organisation, club or society.

Note that fair dealing applies to audiovisual materials such as broadcasts, film, video or sound recordings only insofar as criticism, review and news reporting is concerned (and as specifically set out in the above list). An individual may only normally make one copy of an item under this defence, unless it can be shown to be fair to do more, which is difficult. Also, fair dealing does not cover use of the material for teaching (which is why it is necessary for the University to have photocopying licences), so this defence can not be relied upon when providing copies (whether electronic or not) to a group of students. If copying large amounts of material and/or making multiple copies then permission should still be obtained or another exception relied upon.

Note too that it is necessary to include an acknowledgement for the fair dealing defence to apply, so be sure to include full bibliographic references.

For more details on the aspects of fair dealing most relevant to the electronic learning environment, see [Copyright exceptions](#).

Express or implied licences

It is not necessary to approach the copyright holder(s) if an express or implied licence has been granted. Often material is made available to the public with an attached copyright notice stating precisely the ways in which the work may be used without the need to contact the copyright holder. Such statements are particularly common in Internet sites and are express licences.

Where copyright material has been placed on the Internet legally, you may be able to argue you have an implied licence to use the material in certain ways although this is rarely easy to demonstrate and so is not often successfully relied upon. For information on implied licences, see [What are implied licences?](#)

Beware: much copyright material has been put on the Internet without the permission of the copyright owner, i.e. illegally, and any further use of this, including downloading it, is likely to be illegal too. With increasingly sophisticated search engines copyright owners can track their material.

Exceptions applying for education purposes

Certain specific exceptions apply for education purposes. You can copy any literary, dramatic, musical or artistic work so long as the copying is not done by reprographic means. In other words, you may write the text out on a blackboard, whiteboard or flip chart and have your students copy down each word.

You can copy a sound recording, film (including video), broadcast or cable programme if you are doing this for the purposes of making a film or film- sound track while teaching film-making.

You can play or show a sound recording, film, broadcast or cable programme for curricular purposes. Once you involve the public, however, a licence may be required.

Copyright is not infringed by anything done for the purposes of setting, communicating or answering examination questions. However, this defence does not extend to the copying of a musical work, nor does it cover copying as "practice papers" copyright materials included in previous examinations.

Contracts: A word of warning

Exceptions to copyright do not generally give you rights to use copyright material; they just state that certain activities do not infringe copyright. So it is possible that an exception could be overridden by a contract you or the University have agreed (such as a licensing scheme) limiting your ability to do things that would otherwise fall within the scope of an exception.

Which copyright exceptions apply to use of copyright material obtained on the Internet?

There is no specific copyright exception applying to copyright material on the Internet but many of the general copyright exceptions outlined above might apply to material that has been published on the Internet.

Are there any copyright exceptions in relation to the taking or use of photographs?

Where a photograph is taken which incidentally includes another copyright work, the copyright in that other work is not infringed by taking the photograph or subsequently using it. Accordingly there is no problem in publishing a photograph of a person in front of a bookshelf full of books. However, a copyright work would not be considered to have been included in a photograph incidentally where it is the subject or main subject of the photograph. Deliberate inclusion of a copyright work in a photograph is also unlikely to be considered to be 'incidental'.

Any copyright in a building, or a sculpture which is permanently situated in a public place or premises open to the public, is not infringed by taking a photograph of it or subsequent use of the photograph.

A photograph can be taken of an artistic work for the purpose of advertising the sale of the work in hard copy brochures, but only for this purpose, without infringing any copyright in the artistic work.

The fair dealing exception for reporting current events does not apply to photographs.

Do any copyright exceptions apply to the use of a sound recording?

In general, public use of a sound recording (by playing in public or including in a broadcast or other communication to the public) requires permission from the copyright owner. Fair dealing in sound recordings exists only for very restricted purposes. However, some uses fall within the scope of exceptions to copyright. Relevantly:

- Playing broadcasts that include sound recordings in a public place where the public has not paid for admission and the playing forms part of the activities of a not-for-profit organisation.
- Playing sound recordings for the benefit of a not-for-profit club, society or other organisation having as its main objective charitable purposes or the advancement of religion, education or social welfare. Any admission charges and other sales revenue must be applied solely for the purposes of the organisation and the person playing the sound recording must be acting primarily for the benefit of the organisation and not with a view to gain.

When might I have an implied copyright licence?

An implied copyright licence arises where all the circumstances suggest that the copyright owner expected their copyright material to be used in the way contemplated. For example, sending a message to a public discussion list has been compared to sending a letter to the editor of a newsletter and, unless there is clear evidence to the contrary, it is likely that an implied licence would exist allowing:

- other members of the list to keep a copy of the message;
- the message to be archived on a website;
- the message to be forwarded to other interested parties; and
- parts of the message to be quoted elsewhere.

You may have noticed people claim that anything which is published on the web is fair game and therefore the subject of an implied licence. This is not the legal position. You will only be able to argue that you have an implied licence where all the circumstances suggest the copyright owner expected you to use his or her copyright material in the way you are going to use it.

Having said that, it is true that many people who put their own copyright material on the Internet do so in such a way that they expect people to use it in-house in their business, school, college, university or other organisation, including perhaps on an Intranet, even if they do not specifically say that you can do this. It is therefore sometimes possible to argue that the circumstances suggest there is an implied licence to do this. Whether any particular material might be covered by an implied licence is something you will have to judge from the website you found it on, but of course you cannot argue that you have an implied licence where the material was on the Internet illegally in the first place, or where the material contains a copyright notice which specifically states what viewers may and may not do with the work contained on the site.

2.1.3 Penalties for breach of copyright

What are the consequences of infringing another person's rights?

Remedies available for copyright infringement are:

- damages (orders to pay damages – this will be nil if the work copied has little or no commercial value);
- injunctions (orders restraining copying, displaying or broadcasting of the work);
- accounts of profit (orders to hand over all profits);
- orders for delivery up (orders to hand over all copies); and
- otherwise as is available in respect of infringement of any other property right.

Damages are not available if, at the time of the infringement, the defendant did not know, and had no reason to believe, that copyright subsisted in the work. Additional damages may be available but only in exceptional circumstances, (considering the flagrancy of the infringement and the benefit accruing by reason of the infringement to the defendant). The civil courts, in response to growing copyright piracy and only in the case of very serious breaches, have also been prepared to grant to copyright owners what in practice are private search warrants to track down the sources for bootleg operations.

Certain criminal offences have also been created in relation to copyright (with penalties including imprisonment, fines and confiscation of copyright material and the equipment used to produce it). These are intended to catch copying on an industrial scale for commercial gain, especially international piracy of copyright material (bootleg videos and the like).

What process is likely?

In view of the time, monetary and sometimes emotional resources required to prosecute for breaches of copyright, it is common practice (though not a requirement) for aggrieved parties to seek to resolve alleged breaches of copyright without prosecution. Where the copyright material has little or no commercial value, it is very likely that resolution will be reached without prosecution. If negotiation does not resolve the issue, or if the infringement is serious (such as resulting in a significant loss of profits) then prosecution is the next step. If your actions are depriving another person of revenue or if you are profiting from the use of another's copyright work then you should expect immediate prosecution!

What defences may be available?

There are a number of defences of which those preparing teaching and learning materials should be aware - the defences do not apply in all instances, but they are still worth knowing about.

Fair dealing

For information on fair dealing, see [exceptions to copyright](#). The defence of 'fair dealing' does not apply to multiple copying. Fair dealing is useful for your own private study or research (into a subject which you currently teach or may be taking in the future), but not when, for example, posting information for a class to see on an intranet.

Specific education defences

Certain specific educational defences apply for education purposes. You can copy any literary, dramatic, musical or artistic work so long as the copying is not done by reprographic means. In other words, you may write the text out on a blackboard, whiteboard or flip chart and have your students copy down each word.

You can copy a sound recording, film (includes video), broadcast or cable programme if you are doing this for the purposes of making a film or film- sound track while teaching film-making. You can play or show a sound recording, film, broadcast or cable programme for curricular purposes. Once you involve the public, however, a licence may be required.

Copyright is not infringed by anything done for the purposes of setting questions, communicating or answering examination questions. However, this defence does not extend to the copying of a musical work, nor does it cover copying as "practice papers" copyright material in previous examinations.

Implied licences

An implied copyright licence arises where all the circumstances suggest that the copyright owner expected their copyright material to be used in the way contemplated. For example, sending a message to a public

discussion list has been compared to sending a letter to the editor of a newsletter and, unless there is clear evidence to the contrary, it is likely that an implied licence would exist allowing:

- other members of the list to keep a copy of the message;
- the message to be archived on a website;
- the message to be forwarded to other interested parties; and
- parts of the message to be quoted elsewhere.

Many people claim that anything which is published on the web is fair game and therefore the subject of an implied licence. This is not the legal position.

Owners of web sites displace claims to implied licences by making explicit statements on their site setting out the extent to which visitors to the sites may copy material. Any such notice would make a claim of an implied licence very difficult.

Other considerations

Do not forget that copyright has not been infringed unless:

- The copyright in the work has not yet expired; and
- A substantial amount of the work has been copied; and
- There is no express or implied licence; and
- One of the above exceptions does not apply.

However, also remember that you may be bound by a contract in relation to copyright. For example, terms of licences dealing with copyright may allow certain uses of copyright and exclude others. Similarly, a museum holding works which are no longer within copyright may state that a condition of entry is that no photographs are to be taken. If you took a photograph of one such work, while you would not be in breach of copyright, you would be in breach of contract.

How can I reduce the likelihood of being sued?

No one should breach copyright, so the first thing to do is ensure that your actions do not infringe copyright and that you always clearly acknowledge your sources. If you wish to use another person's work in a way which does not fall within the [exceptions](#) then you should obtain permission from the copyright holder. If you are unable to identify the copyright holder, then consider what damage may be suffered by the copyright holder by you using their work. If your proposed use will not result in you making financial gain or the copyright owner losing revenue or prestige, then you may consider using the work with a statement inviting anyone who believes they hold copyright which is infringed to contact you. Be prepared that if a copyright owner requests material to be removed, you may have to remove it.

Use common sense. If, by your action, someone is likely to lose revenue, then very seriously consider your action.

2.1.4 The Internet, computer programs and digital material

Do digital materials have any special copyright status?

Digital materials are protected by copyright. They do not have any 'special' copyright status, although databases now have specific legal protection in their own right. For more information, see [database rights](#).

Is material on the Internet copyright protected?

Under UK law copyright material sent over the Internet or stored on web servers will generally be protected in the same way as material in other media. Anyone wishing to put copyright material on the Internet, or distribute or download material that others have placed on the Internet, should ensure that they have the permission of the owners of rights in the material unless copyright exceptions or defences apply. Of course, you do not need to obtain permission if the owner explicitly states that copying is permitted – and many website owners do this. But be sure that in doing this you are not breaching someone else's copyright.

You should note that the law may be different in other countries so copyright material may have been put on the Internet in other countries without infringing copyright there, but it could still be illegal to use (including

download that material) without permission in the UK. For further information on international copyright, see [copyright and other countries](#).

Are computer programs protected by copyright?

Yes. Computer programs are protected on the same basis as literary works. Conversion of a program into or between computer languages and codes corresponds to “adapting” a work which, like copying, is prohibited. Storing any work in a computer amounts to “copying” the work. Unless an exception applies, it is necessary to seek permission to copy or adapt a work.

Is it an infringement to put other people’s works on the Internet without obtaining permission?

Yes, unless:

- one of the exceptions applies;
- an insubstantial amount of the work is being used;
- the copyright in the work has expired; or
- the work contains a copyright notice explicitly stating that your proposed use of the work (i.e. digitising and distributing electronically to the public) is permitted, or an implied licence can be demonstrated.

2.2 Obtaining permission to use copyright material

2.2.1 When must I obtain permission?

If you wish to use a substantial amount of a work which is still in copyright and your use does not fall within one of the [copyright exceptions](#) or [defences](#) then the permission of the copyright holder is required. The sooner to request permission the better as often the process of obtaining permission (known as a copyright licence) can take some time.

The questions on this page are designed to help you understand in what circumstances you will be required to obtain permission. For information on how to obtain permission, see [Tracing copyright holders and obtaining permission \(a licence\) to use copyright material](#).

In short, you must obtain permission when:

- *You do not own the copyright* – Note: you may be the author of an article but that does not necessarily mean you are the copyright holder as publishers frequently require authors to assign copyright to them on publication. Check the terms of your contract or agreement and see whether you have any rights reserved in relation to certain reuses of your work.
- *The University does not own the copyright* – Ownership of copyright material created by academic staff and students is addressed in the University’s policy on the ownership of intellectual property rights (IPRs) generated by externally funded research (*Reporter*, 31 January 2001) and is available at www.admin.cam.ac.uk/reporter/2000-01/weekly/5835/23.html. Information for graduate students on intellectual property they generate in the course of their studies is available from the Board of Graduate Studies at www.admin.cam.ac.uk/offices/gradstud/current/thesis.html.
- *The material is not out of copyright* – see [duration of copyright](#).
- *Use of material is not allowed under the law* – see [copyright exceptions](#).

Before seeking permission (and as a first step in deciding whether you need to seek permission), check that you have not already been given permission to use the copyright work. For example, many Internet sites contain copyright notices explaining the extent to which the copyright material on the site may be used without contacting the copyright owner to obtain permission. Also, the University of Cambridge has negotiated several licences for the use of copyright material; however at this stage most of those licences do not cover the use of works in a digital environment. For further information on those licences, see the [University Copyright Officer’s guide to copyright](#) (PDF format).

Is material on the Internet protected by copyright?

Under UK law copyright material sent over the Internet or stored on web servers will generally be protected in the same way as material in other media. Anyone wishing to put copyright material on the Internet, or

distribute or download material that others have placed on the Internet, should ensure that the material is legally placed on the Internet and that they have the permission of the owners of rights in the material unless one of the copyright exceptions or defences applies. Of course, you do not need to obtain permission if the owner explicitly states that copying is permitted. A copyright or disclaimer notice on the website may provide information as to what is or is not acceptable to the owner of copyright, along with any contact details.

You should note that the law may be different in other countries so copyright material may have been put on the Internet in other countries without infringing copyright there, but it could still be illegal to use, including download, the material without permission in the UK. For further information on international copyright, see [copyright and other countries](#).

I wrote this article/chapter/book – can I put a copy on the Internet/intranet?

What did you sign when you agreed to publication? Check you have not signed away your ownership of the copyright to the publisher - especially in the case of journal articles. If so, the publisher is then the rights-owner who can give, or charge for, permission to make copies beyond what is allowed under law or licence. Even if you have assigned or exclusively licensed your rights, it may be that some rights are still reserved for you. Most major publishers allow the author to continue to use their works freely for research and teaching purposes, including, sometimes, intranet or even Internet posting (with sufficient acknowledgment of the publisher).

Do I need permission to use quotes from another source in my work?

Yes, unless one of the following applies:

- Copyright no longer exists in the work from which you wish to quote – see [Duration of copyright](#);
- One of the exceptions to copyright applies – see [exceptions to copyright](#);
- You copy less than a substantial part of the work. Although a quote may appear to be a small part of the entire work, if the particular quote has assumed great importance, this may be a 'substantial part'. If this is the case, you would need permission from the copyright owner to use it.
- You can demonstrate an implied licence to use the work (in the way contemplated) has been granted, although this is usually difficult.

In multiple copyright ownership, is there an order of precedence?

For example if the first copyright holder refuses permission for use but the second gives permission, what do I do? What happens if not all the people who hold copyright can be traced?

There is no order of precedence when the copyright is jointly owned or there are multiple separate copyrights in a work. All copyright holders in that piece of work have to give permission for it to be used. If some of the people who hold the copyright cannot be traced, despite making best endeavours to do so, and you have permission from the others, then you will need to make a risk assessment on how to proceed. In some cases the collective agencies may be able to grant permission to you.

Are database structures and their contents protected by copyright?

Yes. Databases are also protected by the 'database right', a separate right which may accrue in addition to copyright.

Databases are the collection of independent works, data or other materials that are arranged in a systematic or methodical way and can be accessed by electronic or other means. A database is defined as "*a collection of independent works, data or other materials which are:*

- (a) arranged in a systematic or methodical way, or*
- (b) individually accessible by electronic or other means."*

To gain copyright, a database must have originality in the selection or arrangement of the contents. Each individual item included in the database may or may not be in copyright.

For more information on database rights see [other rights](#).

What are the implications of digitising a work by an out of copyright author?

The literary work is out of copyright but the typography (the layout of the book) may be protected by copyright. So whilst digitising the text per se is not infringing any copyright, digitising from a modern printed edition will. Thus you should find an edition that is out of copyright and digitise from this. An alternative would be just to type in the text yourself and thus not use the typography. But be careful in relation to abridged editions and those with notes as these may be subject to copyright which has not expired.

What are the implications of photographing an artist's work?

If he or she has been dead for over 70 years, taking, digitizing and disseminating a photograph is legal from a copyright perspective. However there may be objections in contract law to photography, digitisation and dissemination if the work is not in a public place and freely able to be photographed. The owner of works out of copyright may choose to impose restrictions or charges for copying. For example many museums and other holding institutions will only permit access for photography under specified conditions. Be sure your actions are not in breach of such agreements.

You should also be aware that the photograph itself will have its own copyright. If you own the copyright in the photograph then anyone else who digitises it and/or disseminates it without your permission will be infringing your copyright.

If the artist has been dead for less than 70 years it is not legal since the material will still be in copyright. You will have to determine who holds the copyright to the original work and ask them for permission to take a photograph and then to digitise and disseminate the photograph you take. However if the photograph is to be used it was for educational uses only e.g. a department's Intranet, the copyright holder may be more willing. To photograph, digitise and disseminate without permission is in- advisable.

Must I obtain permission for the public performance of music?

Yes. To obtain a performance licence, start by contacting the [Performing Rights Society](#).

See related pages: [What if I am not keen to obtain permission?](#) and [Tracing copyright holders and obtaining permission \(a licence\) to use copyright material](#).

2.2.2 Tracing copyright holders and obtaining permission (a licence) to use copyright material

When must I obtain permission?

When:

- *You do not own the copyright* – Note: you may be the author of an article but that does not necessarily mean you are the copyright holder as publishers frequently require authors to assign copyright to them on publication. Check the terms of your contract or agreement and see whether you have any rights reserved in relation to certain reuses of your work.
- *The University does not own the copyright* – Ownership of copyright material created by academic staff and students is addressed in the University's policy on the ownership of intellectual property rights (IPRs) generated by externally funded research (*Reporter*, 31 January 2001) and is available at www.admin.cam.ac.uk/reporter/2000-01/weekly/5835/23.html. Information for graduate students on intellectual property they generate in the course of their studies is available from the Board of Graduate Studies at www.admin.cam.ac.uk/offices/gradstud/current/thesis.html.
- *The material is not out of copyright* – see [duration of copyright](#)
- *Use of material is not allowed under the law* – see [copyright exceptions](#)

How do I establish what work is still in copyright?

See [duration of copyright](#) to ascertain whether a work is still in copyright. Note also the link to the useful flowchart provided on the National Archives Internet site.

There is no national register for Copyright works in the UK. However certain interest groups have been formed to look after common interests, negotiate licences, and collect fees. The Copyright Licensing Agency is one such interest group. It represents most publishers in relation to arranging the grant of licenses to

organisations for photocopying and scanning from magazines, books and journals. Relatively few British publishers, authors and artists are not covered. See www.cla.co.uk.

There is a wide range of other interest and advisory groups covering other areas and materials. The CLA maintains a directory of other copyright interest groups and source of advice on their website.

What are licences? What are licensing schemes?

A licence is simply a contractual agreement between the copyright owner and the copyright user granting permission for use of the copyright work. Like any licence, it can be as simple as a short statement signed on a piece of paper or as complex a legal document as the parties please!

Licences may be as narrow or as broad in scope as the parties wish and so can be limited in time or any other way. They will be exclusive or non-exclusive. If you are granted an exclusive licence, you may use the copyright work to the exclusion of all others, including the copyright owner, in the geographic area (if any) set out in the licence. Accordingly, it is usual for non-exclusive licenses to be granted, enabling the copyright owner to grant the same rights to others and to continue to use the copyright work themselves.

In some situations, copyright owners find it difficult to license use of their works by themselves and so several collecting societies (also known as collective licensing bodies) have been formed for the collective licensing of copyright material. One of the larger collecting societies is the Design & Artists Copyright Society (DACS): see www.dacs.org.uk. Further information on these bodies is available from the UK's [Intellectual Property Portal](#).

How do I obtain a licence?

- First check that permission has not already been granted for your intended use. Copyright owners frequently issue copyright notices (especially on Internet sites) setting out permitted uses of their work. Sometimes they even give "blanket" permissions so check for a copyright notice before embarking on contacting the copyright owner.

Check also whether the University of Cambridge already has a licence for the use of the work you are contemplating. For information on the University's copyright licences, see the information provided in the document at http://www.admin.cam.ac.uk/offices/research/copyright/rsd_copyright.pdf and [What licences are held by the University of Cambridge?](#)

For information on e-journal licences, contact the University Library. Read the terms and conditions of licences carefully to be sure that your intended use is permitted by the licence.

- Identify and locate the owner of the copyright. For information on this see [tracing copyright holders](#).
- Contact the owner and seek permission for all the acts you intend to do with the copyright material. Try to be as specific as possible in describing what piece of work you would like to use and what precisely you wish to do with the work. Any such permission is known as a licence. If permission is granted you are only be able to use the material for the purposes stated, and you could be sued for infringement if you use it for other purposes.
- On hearing from the owner of the copyright, consider whether their terms are acceptable; negotiate if appropriate; and decide whether to proceed with the planned use of the work.
- If you are obtaining permission to use a copyright work which is likely to be utilised by other members of the University, consider whether it would be most efficient for a licence (such as the University has for Microsoft software), allowing multiple uses of the work(s), to be obtained by a broader body within the University (such as a faculty, the University Library or the University of Cambridge), rather than an individual licence for one specific use. Also, some organisations act collectively for groups of copyright owners in respect of particular rights and may offer "blanket" licences to users. Consider too whether a blanket licence would be most efficient, rather than obtaining a licence for individual uses of copyright work.
- If you decide to proceed with your planned use of the work, ensure that your permission (licence) is obtained in writing. This can help to avoid any confusion or other problems at a later time.

You are strongly advised to start this process as early as possible, as it is not unusual for it to take some time to complete the above steps.

What licences are held by the University of Cambridge?

The University of Cambridge holds a number of licences, though most at this stage do not deal with copyright in a digital environment. For details of the University's copyright licences, see the [University Copyright Officer's guide to copyright](#).

For information on e-journal licences, contact the University Library.

How do I find out who owns the copyright of a work?

Normally a published work will include a copyright notice giving details of the copyright holder(s). Where there is no copyright notice, if there are publisher or author details you should contact the author or publisher and check the copyright in the work. If you cannot trace the publisher, or if they have gone out of business, then you will have to trace the author, his or her literary agent or any descendants if the author is dead. Again, find out whether there are *any* works by the author in print and contact the publishers of those books - they should be able to put you in touch with the principle copyright holder for the author. If, however, there is nothing in print by the author, there are some organizations that may be able to help you trace the author or find out more information about the copyright holder.

A useful online resource is WATCH (Writers, Artists, and Their Copyright Holders), which maintains a database of copyright holders and contact persons. The majority of the database contains the names and addresses of copyright holders or contact persons for authors and artists whose archives are housed, in whole or in part, in libraries and archives in North America and the United Kingdom. The database is available at www.watch-file.com. Some uses are subject to collective licensing and the licences may be obtained from a collecting society. These organisations may be able to help you identify the right owner even if they cannot give a licence.

If none of the interest groups or online databases knows or represents the author of a particular work then you should research the author of the work, and, if different, the copyright owner. See [Who owns copyright?](#) for more information. Tools to use would be Internet searches, telephone directories and directories of authors. You could also contact the publisher (if known). If the copyright owner still remains unknown at this point then it might be worth putting an advert into a trade journal or a national newspaper asking for the information. This helps to demonstrate that all possible avenues have been explored.

Other groups and databases include:

- [Artists Rights Society](#)
- [The Society of Authors](#)
- [The Authors' Licensing and Collecting Society](#)
- [The Writers' Guild of Great Britain](#),
15 Britannia Street, London
- [The Irish Writers' Centre](#)
- [The Design & Artists Copyright Society](#)

Other ideas for tracing the copyright holder include: writing to archivists responsible for collections of the author's papers; writing to biographers or other scholars who have worked on the author; checking the acknowledgements of published works about the author; trying author searches on the World Wide Web; sending a letter to the author's last-known address; checking authors' directories in libraries (e.g. *Contemporary Authors* published by Gale Research).

If all these methods fail, then you have to decide whether to reprint the work with the risk that the copyright holder will later find out and object. If you choose this route, you must state in the acknowledgements section that you have made every effort to trace the copyright owner and that anyone claiming copyright should get in touch with you. You could need to pay a fee (for the use you have already enjoyed) if this happened, although this is unlikely where you have made thorough efforts to locate the copyright holder. Be sure to keep a record of your enquiries.

What if a publisher has been taken over?

If the original owner of copyright has been acquired, the new owner will own the copyright.

May I still use the image if I am unable to trace a copyright holder?

If possible try to find an alternative image or piece of text, which you can obtain permission to use. Otherwise, appeal for the rights-holder to come forward (for example in press and journals) and follow the suggestions set out in the above questions.

If you receive no response and use an image without the copyright owner's permission and have tried all the suggestions set out in the above questions in this section, then you have to decide whether to reprint the work with the risk that the copyright holder will later find out and object. If you choose this route, you could need to pay a fee (for the use you have already enjoyed) if the copyright owner pursues you, although this is unlikely where you have made thorough efforts to locate the copyright holder.

To minimize this risk, you should ensure that you note that you have been unsuccessful in identifying the copyright owner and include with the work a notice stating that you have made every effort to trace the copyright owner and inviting the copyright owner to contact you. You should also record your attempt to locate the owner as a copyright diligence file demonstrating your good intentions and the extent of your attempts to locate the copyright owner. Ensure that you are not making any financial gain from the use of the work. (You should never use a work without the copyright owner's permission if you will make a financial gain from the use of that work.) It is also advisable to ensure that there is limited access to the work and that the work may not be used illegally by others.

When will I need to pay copyright fees?

If you are not using the work for one of the exceptions then you should expect to be charged a fee. This fee may range from a nominal fee, or even nil, to a very large amount. The copyright owner is entitled to ask for as much as they wish and there is no rule of thumb in relation to fees charged except that the fees for use of a copyright work with a very high commercial value can be expected to be high and the fees for use of a copyright work with little or no commercial value can be expected to be very low or nil.

What disclaimer/ agreements to terms and conditions might be required?

Licences may be as narrow or as broad in scope as the parties please and so can be limited in time or any other way. Accordingly, the copyright owner is entitled to request as many or as few restrictions as they please. What is reasonable is very much circumstantial. If an individual copyright owner has offered to license use of his/her copyright work, you can try to negotiate terms and conditions that are acceptable to you, but the final terms and conditions must be accepted by the copyright owner also.

You may like to view the licences on offer at [Creative Commons UK](http://creativecommons.org/) to gain a feel for terms which are commonly included in copyright licences. Creative Commons is an initiative which helps authors to publish their work online while letting others know exactly what they can and can't do with the work. Creative Commons aims to provide a fast, easy and user-friendly way to deal with copyright. Creative Commons licences allow authors to retain the copyright but allow people to copy and distribute the work provided the author is given credit and only on the conditions specified by the author.

Guidelines on pro-forma permissions and licences in the visual arts are provided by the [Visual Arts Data Service](http://vads.ahds.ac.uk/guides/creating_guide/sect27.html) at http://vads.ahds.ac.uk/guides/creating_guide/sect27.html. These guidelines are applicable to wider uses than just the visual arts.

Be sure to read any proposed licence very carefully and resolve any issues with which you are unhappy or unsure before committing to a licence. Use common sense.

In cases of multiple copyright ownership, is there an order of precedence?

For example if the first copyright holder refuses permission for use but the second gives permission, what do we do? What happens if not all the people who hold copyright can be traced?

There is no order of precedence when the copyright is jointly owned or there are multiple separate copyrights in a work. All copyright holders in that piece of work have to give permission for it to be used. If some of the people who hold the copyright cannot be traced, despite making best endeavours to do so, and you have permission from the others, then you will have to make a risk assessment when deciding how to proceed. In some cases the collective agencies may be able to grant permission to you.

Once I obtain a copyright licence does this cover any use of a work?

The licence should specify what uses of the copyright work it covers (e.g. publication of a photograph in a particular journal). Unless the licence covers all possible uses (this is unusual) you will need to obtain further permission for additional uses of the work in the same or any other way.

You may be able to make use of the copyright work beyond the terms of the licence where the use falls within the scope of one of the exceptions to copyright. However, be sure you did not agree to waive the possibility of benefiting from those copyright exceptions as a term of the copyright licence.

What are implied licences?

An implied copyright licence arises where there is no explicit agreement between the copyright owner and the copyright user, but all the circumstances suggest that the copyright owner expected their copyright material to be used in the way contemplated. For example, sending a message to a public discussion list has been compared to sending a letter to the editor of a newsletter and, unless there is clear evidence to the contrary, it is likely that an implied licence would exist allowing:

- other members of the list to keep a copy of the message;
- the message to be archived on a website;
- the message to be forwarded to other interested parties; and
- parts of the message to be quoted elsewhere.

You may have noticed that many people claim anything which is published on the web is fair game and therefore the subject of an implied licence. This is not the legal position.

The owners of web sites can easily displace such claims to implied licences by making explicit statements on the site setting out the extent to which visitors to the sites may copy material. So if a site contains a copyright notice don't expect to be able to rely on a claim that an implied licence exists!

How should I ask for permission?

Permission should be requested in writing. An example letter is provided [here](#).

2.2.3 Pro forma letters requesting permission to use copyright material.

This example contemplates a book, although it can be adapted for other media.

Dear Sir/Madam

On *[date]*, I intend to publish a book entitled *[title of book]*. Within the text of that book I would like to use the following material in English (and in Braille and sound recording for the blind).

Author:	<i>[Name]</i>
Publication:	<i>[Book Title]</i>
Chapter:	<i>[Chapter number and title]</i>
Page No(s):	<i>[Pages]</i>
Word count:	<i>[Number of words]</i>

[Option 1: I wish to distribute the publication in the world market. The proposed print run will be approximately *[number]* copies. I also intend to make the chapter including the above material available on an intranet site, which will be password protected. Login details to the password protected site will be provided to no more than *[number]* students and *[number]* of my colleagues in the *[Department]* of the University of Cambridge.]

[Option 2: I request your permission to reproduce or, if it is necessary, to redraw or modify the material listed above in this and all subsequent editions of *[title of book]*, its ancillaries, and other derivative works, in any form or medium, whether now known or hereafter developed, in all languages, for distribution throughout the world.]

I enclose a photocopy of the material to be used.

I hope that you will be able to grant me permission to use this material for which full acknowledgement of the original source will be made. If you do not control the rights to the material mentioned above, I would be most grateful for the name and address of the person to whom requests should be directed?

I appreciate your co-operating in making this material available and would ask you to kindly return this complete document duly signed.

Yours faithfully

[Sign]

Permission is hereby granted for the use of the material described above.

Signed _____

Title _____

Company / Publisher _____

Date _____

2.3 How should I acknowledge the work of other people?

The Internet has many beneficial features but a drawback is that it invites almost effortless plagiarism. When writing a piece of work you will need to refer to material written or produced by others, whether published in print or electronic form. Consistency, accuracy and a good level of detail are important to enable readers to identify and locate the material to which you have referred. The same set of rules should be followed every time you cite a reference. Publishers issue guidelines for authors and some departments of University of Cambridge have their own guidelines eg [History and Philosophy of Science plagiarism guidelines](#).

Plagiarism may mean you are in breach of copyright (for example, recall that the fair dealing exceptions are almost only able to be relied upon where there is full acknowledgment of the source). Additionally, plagiarism is a breach of moral rights.

2.3.1 What are moral rights?

Moral rights are granted to the authors of literary, dramatic, musical and artistic works and to film directors. Moral rights are quite distinct from copyright. Four categories of moral rights are associated with authorship:

- The right to be identified as the author or creator;
- The right not to have work subjected to derogatory treatment;
- The right not to have a work falsely attributed to the author; and
- The right of privacy of privately commissioned photographs and films.

The right to be identified is most commonly asserted as it must be in writing to be enforced. This right does not apply to computer programs, typeface designs, and any computer-generated work, but can apply to designs such as screen displays or works such as software user/reference manuals. It also applies to authors of electronic materials, such as electronic journal articles. Further, it does not apply where copyright has been originally owned by an author's employer if in a relevant employer/employee situation.

All moral rights, except false attribution which continues to subsist for a period of 20 years after the author's death, last as long as copyright subsists in the work. A moral right can be waived in writing signed by the person giving up the right, but the right cannot be assigned.

2.4 Using images in a digital environment

2.4.1 May I take a photograph of an artistic work still in copyright?

A photograph of an artistic work which is still in copyright is an infringement of the copyright unless the work is on permanent public display in a public open space or premises open to the public and is architectural, a sculpture or a work of artistic craftsmanship.

2.4.2 May I reproduce a rare book as a slide or postcard?

If the rare book is out of copyright then there is no problem and the resulting slide or postcard will attract copyright. There would also be no problem if the reproduction were of a work of artistic craftsmanship, a sculpture or a piece of architecture which is on permanent public display.

2.4.3 Can an OHP, slide or photograph be made of an image for classroom use?

Strictly speaking all these actions would infringe copyright unless a licence had been obtained. However, publishers have indicated that they would not regard an OHP as an infringement if a single copy from an illustration were to be made, provided the source is acknowledged.

2.4.4 May I digitise slides I own?

You may if:

- Copyright was not infringed by photographing the subject of the slide in the first place (or permission was granted); and
- Copyright will not be infringed by digitizing the subject of the slide (or permission was granted both to photograph and subsequently digitize the subject of the slide); and
- You own the copyright in the slide itself (or have obtained permission from the copyright holder to digitize the slide).

Please note that the University of Cambridge has no licence to cover the digitisation of slides of which it does not own the copyright.

2.4.5 Do owners of works of art also control copyright?

Not unless the owner is the original creator of the work or the copyright was transferred to them when the work of art was purchased. Accordingly, it is often the case that the owner of a work of art does not control the copyright in that work.

2.4.6 If I wish to put an image on a website, handout or PowerPoint presentation, must I obtain permission from the copyright owner?

If the image is still in copyright, then yes. Communicating a copyright protected work to the public by electronic means is an infringement of a copyright owner's rights. Before you include any image in web pages, handouts, or PowerPoint presentations, you must have the permission of the rights-owner – unless you know the image is out of copyright or covered for digital use by a licence held by the University of Cambridge. Copyright in artistic works lasts until 70 years after the death of the artist/photographer. However, even if the copyright has expired you should consider whether there may be other legal protection preventing you from making use of the work (for example cartoon characters are often registered as trademarks). For information on the University's copyright licences, see [What licences are held by the University of Cambridge?](#) For information on e-journal licences, contact the University Library.

"Fair dealing" only covers the use of material for "non-commercial research or private study" so would not allow you to use artistic works within teaching materials, presentations, or web pages.

Your choices for using images on a website are:

- Create your own images.
- Use copyright-friendly images from sources which explicitly state that the use you are contemplating is permitted.
- Obtain written permission (printed e-mail or fax is acceptable) to use the images.

If the image contains people (especially children), privacy law requires that you check that they are unidentifiable or that their permission was given for their image to be used.

2.4.7 May I download an image from a website?

You may download an image for personal non-commercial study (in accordance with the fair dealing exception (see [copyright exceptions](#)) and only to make a single printout. You may not distribute that copy to other people. Otherwise, permission is required. Note that many sites contain copyright statements allowing

use of material for certain purposes and some even provide a blanket approval for use of images contained on the website. Links to these statements are usually found on the home page of sites under headings such as 'Copyright' or 'Terms of use'. Be sure to stick to the terms and conditions of use set out.

If you do not wish to obtain permission, some alternative options include visiting the web page in class and projecting it on a screen, or simply citing a reference or including a link to the image. If including a link to the image in your own web page, see [creating a web page](#).

2.4.8 Can I still use the image if I am unable to trace the copyright owner?

If possible try to find an alternative image, which you can obtain permission to use. Otherwise, appeal for the rights-holder to come forward (for example in press and journals).

If you receive no response and have tried all the suggestions set out in [How do I find out who owns the copyright of a particular work?](#), then you must decide whether to reprint the work with the risk that the copyright holder will later find out and object. If you choose this route, you could need to pay a fee (for the use you have already enjoyed) if the copyright owner pursues you, although this is unlikely where you have made thorough efforts to locate the copyright holder.

To minimize this risk, you should ensure you include with the image a notice stating that you have made every effort to trace the copyright owner and inviting the copyright owner to contact you. You should also record your attempt to locate the owner in a copyright diligence file (demonstrating your good intentions and the extent of your attempts to locate the copyright owner). Ensure that you are not making any financial gain from the use of the work. (You should never use a work without the copyright owner's permission if you will make a financial gain from the use of that work.) It is also advisable to ensure that there is limited access to the work and that the work may not be used illegally by others.

2.4.9 Do I need permission to include images in PowerPoint presentations which are to be made available via the Internet (or an intranet/VLE)?

If the copyright in both the images and the works contained in those images has expired then you do not need to obtain permission. (However, beware that some images, such as cartoon characters, can be subject to other restrictions such as trade marks). Otherwise, permission is required.

2.4.10 May I scan an image out of a book?

Not unless you gain permission. Electronic copying is expressly forbidden and almost all of the University's copyright licences cover paper to paper copying only. The CLA digitisation licence covers scanning text, but not images. For more details on the CLA licence, see the [University Copyright Officer's guide to copyright](#) (PDF format).

2.4.11 May I use Microsoft Clip Art in presentations to be made available via the Internet (or the Intranet?)

Yes, if you have Microsoft Office software legally installed on your computer.

2.4.12 May students include images in a web page or site which is created as part of an assessed piece of coursework?

Images and other material may be included in sites and web pages which are created as part of an assessed piece of coursework provided that it will only be made available to the assessors and provided that the authors are acknowledged with proper references to the image sources. If any wider audience views the web page or site (including other students in the class) then permission for use of those images should be obtained. For information on the use of images in essays and examinations, see [exceptions applying for education](#).

2.4.13 When may I use moving images?

The University holds a licence with the Educational Recording Agency (ERA), which permits the recording of television programmes and the making of copies of these broadcasts for non-commercial educational purposes, but these broadcasts may only be communicated to registered students and/or teaching staff within the premises of the educational establishment, i.e. no off-campus access including to students and staff. The purpose of the recordings must be for educational purposes only. Extracts or parts of a programme may be recorded in either analogue or digital form, but adaptations are not allowed, e.g. separating and adding new soundtracks, providing different narration.

The terms of the Licence require that all recordings, including those of extracts from programmes, shall be labelled with the date and title of each recording, with an affixed label stating: "This recording is to be used only for educational purposes." Programme credits are considered part of a broadcast and should not be edited from recordings.

The Licence does not cover Open University programmes, which are covered by a separate licence with each recording attracting a separate fee. Cable and satellite programmes may also be recorded, these recordings falling outside the remit of the ERA Licence but permitted under legislation because no other licensing scheme for these types of recordings is in place.

2.4.14 Where can I find images on the web?

A plethora of sites provides assistance in finding images on the web. For example, google now offers an image search. However beware: not all images which appear on google image searches have been placed on the web legally and, even if legally on the web, they are not necessarily available for you to use as you please. Be sure to read the terms of use on the site where an image is located before proceeding to use the image.

Having said that, many images on the web are available for use. See the list of sources below, and also visit the Technical Advisory Service for Images (TASI) website at www.tasi.ac.uk, particularly the page on [finding art images](#).

Freely available images

There are some sources of images which may be used free of charge for educational purposes. These include:

- [AICT \(Art Images for College Teaching\)](#): this is a royalty-free image resource for the educational community
- [DHD photo gallery](#): over 13,000 very varied images, clip-art, sounds and video clips (from carbon resistor strips to Victoria Falls) which may be used subject to very reasonable [terms and conditions](#)
- [FreeFoto.com](#): over 67,000 images in 117 sections, available for non-commercial use subject to [FreeFoto terms and conditions](#)
- [Flickr](#) hosts a huge and growing library of photographs submitted by individuals. It is possible to [search for images with Creative Commons licences](#) allowing educational use.
- [FreeImages.co.uk](#): over 2,500 photographs which may be freely used or adapted for use on web sites or in publications, under [FreeImages terms and conditions](#) which include that a credit/link is given to the site
- [Pics4Learning](#): copyright-friendly images for education. The site is aimed at primary and secondary education teachers but the images available are broad in range and applicability.
- [Visual Arts Data Service](#) : access to collections of images which may be used for research or teaching purposes but if used for teaching must be restricted so that access is only available to students who have signed an appropriate undertaking – see [VADS conditions for use](#)
- Philip's House of Stock Photography (www.photo.net/stock/): This site provides many free images and also provides links to other free image sites.
- NASA <http://spaceflight.nasa.gov/home/index.html> - As with most US government agency web sites, NASA allows the use of NASA imagery, video and audio material (except the NASA insignia logo) for educational or informational purposes provided proper credit is included. The terms of use are set out at <http://www.jsc.nasa.gov/policies.html>. For a full list of US government graphics and photographs available, see <http://www.firstgov.gov/Topics/Graphics.shtml>
- [Botanical Society of America Online Image Collection](#): education images on botany for instructional use
- Earth Science World Imagebank (<http://www.earthscienceworld.org/>): is a service provided by the American Geological Institute designed to provide quality geoscience images to the public, educators, and the geoscience community. Most of the images are available free of charge for educational purposes, provided the straightforward terms of use are followed (<http://www.earthscienceworld.org/imagebank/imageuse.html>).

- [The Centre for Bioscience ImageBank](#): thousands of images are available free of charge with copyright cleared for educational use, with due acknowledgement.
- [Geology by lightplane](#) – 335 colour aerial images of landforms and geological features (in USA), taken from a small aircraft, free for non-commercial educational use
- Graphic Maps (www.graphicmaps.com) – free images of maps, flags and globes. (The site also contains many maps and images available for a fee, but the free ones are easy to find).
- [Health Education Assets Library](#): a digital library providing freely accessible digital teaching materials aimed to meet the needs of today's health sciences educators and learners.
- [Microsoft ClipArt Gallery](#) - copyright free images if you have Microsoft Office software legally installed on your computer. This is a searchable gallery of thousands of images.

Note: Do not forget to read the licence information on each site. A web page which promotes a department, as opposed to being part of teaching materials, may or may not be considered “educational purposes”.

Images available for a fee

Other suppliers of images will allow use of their images for a fee, e.g.:

- [Heritage Image Partnership](#) – joint project of the British Library, Science Museum and other major UK image resources, providing a vast choice of images for any use, for a fee. The Partnership is happy to reduce fees for academics using images for education purposes, although these fees are often nevertheless expensive.
- [National Portrait Gallery](#) - Detailed information is at [Using our images on Internet websites](#). Rates for educational use on web paged, in 2005, range from £35 for minor use on a supplementary page for 12 months to £120 for major permanent use on a home page, with rates also quoted for other uses.
- [National Gallery Picture Library](#) sets fees for use of their images on a project by project basis. As a guide, rates for academic web sites vary between £245 for use on a home page for 2 years to £20 for minor use on a supplementary page for one month.
- [TASI, the Technical Advisory Service for Images](#) include on their website a searchable [Image Site Collection](#). Most of these sites will charge for reproduction of their images, although some do not. Again, there is a wide variety in prices among those sites that charge.

2.4.15 Further advice

A number of organisations provide further information to that provided above about the use of images in a digital environment. See:

- JISC Legal (www.jisclegal.ac.uk) - a free information service offering legal information to further and higher education relating to the use of information and communications technologies. JISC Legal offers an enquiry service (info@jisclegal.ac.uk, or 0141 548 4939).
- [AHDS – Arts and Humanities Data Services](#)
- [British Universities Film & Video Council](#)
- [TASI – Technical Advisory Service for Images](#) – As well as providing links to many art galleries, museums, databases and art history directories, TASI provides guidance on all sorts of images, including: Finding Stock Images, Finding Current Events Images, Finding Art Images, Finding Historical Images, Finding Scientific Images and Finding Maps.

2.5 What if I am not keen to obtain permission?

Some practical alternatives to obtaining permission to use copyright material

- Consider whether any freely available materials could be used instead. Sources may be:
 - - material which is out of copyright (though remember that copyright can exist in typographical layout even if the text is out of copyright)
 - - material which is made freely available to the public (for links to such material see [freely available images](#)).

- Create web links to material which is legally available on the Internet but does not permit copying. For more information see [creating a web page](#). You may set up a link to the other page, but the link should direct the user to the home page of the site and not further into the site.
- Create your own work. It is possible to create your own bank of images through drawings and your own photographs of buildings, sculptures, works of art in public places or in premises open to the public (where drawing, photography and/or filming is permitted).
- Is it vital that you use the particular work you are considering? For example, rather than a photo of David Beckham playing football could you instead use your own photo of a friend or family member playing football?
- Provide references to copyright work rather than reproducing the works.
- Perhaps select specific material only – perhaps just choose one or two key pieces of copyright material and obtain permission for them.

2.6 Copyright and other countries

2.6.1 What copyright applies in other countries?

Each country has its own copyright laws, although most countries belong to some or all of the international conventions on copyright (the Berne Copyright Convention; the Universal Copyright Convention; the Trade-Related Intellectual property (TRIPS) element of the World Trade Agreement; and the WIPO Copyright Treaty). The UK is a member of all of these conventions.

2.6.2 What if the copyright material is outside the UK?

Usually copyright work will be protected automatically overseas in the same way that it is automatically protected in the UK. Copyright material created by UK nationals or residents falling within the scope of one of these conventions is automatically protected in each member country of the convention by the national law of that country. Conversely, copyright material created by non-UK nationals or residents (whose country is a member of at least one of the above conventions) falling within the scope of one of the conventions is automatically protected in the UK. Further information can be found on the [World Intellectual Property Organisation website](#), (All the Western European countries, USA and Russia belong to at least one of these conventions).

Information on the copyright laws in over fifty countries can be found by following the links provided on the [Online Books Page](#), compiled by the library of the University of Pennsylvania.

2.6.3 How long does copyright protection last in other countries?

Copyright protection in the EU and USA generally lasts for the life of the author/creator plus 70 years after their death. In other countries copyright protection varies, in many countries lasting for the life of the author/creator plus 50 years.

Information on the duration of copyright and other copyright laws in over fifty countries can be found within the [Online Books Page](#), compiled by the library of the University of Pennsylvania.

2.6.4 Which area of jurisdiction applies when images are downloaded over the Internet from other countries?

The law of the place where the infringement took place is applied under copyright law. Accordingly, it is illegal to download/import (i.e. copy) material into the UK which would have been an infringement of copyright had the copy been made in the UK.

2.6.5 Am I bound only by the copyright laws of the country which hosts my Internet account?

There has been no agreement on which country's law should apply in this situation. However, most countries are signatories of the Berne Convention and the Universal Copyright Convention. Accordingly it is likely that the country which hosts your Internet account is party to these Conventions. If so, the copyright of that country has reciprocal protection in the UK.

So, you can not ignore the copyright laws of other countries.

2.7 On-line security issues

2.7.1 Does a password protected site give me any copyright relief?

No. The copyright laws apply in the same way regardless of whether the site is password protected or secured in another way. However, that is not to suggest that password protection is not useful. As the creator of a web site password protection can be very useful and copyright owners are sometimes more inclined to provide permission where the work will be made available only in a password protected area.

2.7.2 Is it possible to assure those who grant permission that their material will not be made available outside a restricted Internet site?

If your site is password protected, by all means advise those from whom you seek permission that the material will be placed in a secure site available by password access to a limited number of people. However, it is difficult to guarantee that the password protection will ensure the material is secure. There is always a risk (albeit small in most cases) that hackers will wish to subvert the password protection and enter the site. Similarly, it is difficult to prevent those with access from copying and pasting the material into other documents or sites. For further information on Internet security see [creating a web page: how can I protect my work?](#)

2.7.3 What measures can we take to restrict access and to material available at a protected site?

See [Creating a web page: how can I protect my work?](#)

2.7.4 What disclaimer/ agreements to terms and conditions of entering an intranet site might be required?

It is common for intranet sites to contain terms and conditions of access. Sometimes it is necessary to agree to the terms and conditions each time the site is entered; other sites require agreement to terms and conditions when log-in details are first issued. It is not uncommon for these terms and conditions to allow only one copy to be created upon uploading of the intranet pages for viewing, and to prohibit further copying or any other use of the material contained within the intranet site.

It is also not uncommon for terms and conditions to contain statements that the site owner does not accept any liability for wrongful use of the material contained on the site.

If an intranet site contains material without the author's permission (because the copyright holder can not be identified or located) the site should also include a notice stating that the site owner has been unsuccessful in identifying or locating the copyright owner and inviting the copyright owner to contact the site owner.

2.8 Other rights to keep in mind

2.8.1 Moral rights

Moral rights are granted to the authors of literary, dramatic, musical and artistic works and to film directors. Moral rights are quite distinct from copyright. Four categories of moral rights are associated with authorship:

- The right to be identified as the author or creator;
- The right not to have work subjected to derogatory treatment;
- The right not to have a work falsely attributed to the author; and
- The right of privacy of privately commissioned photographs and films.

The right to be identified is most commonly asserted as it must be in writing to be enforced. This right does not apply to computer programs, typeface designs, and any computer-generated work, but can apply to designs such as screen displays or works such as software user/reference manuals. It also applies to authors of electronic materials, such as electronic journal articles. Further, it does not apply where copyright has been originally owned by an author's employer if in a relevant employer/employee situation.

All moral rights, except false attribution which continues to subsist for a period of 20 years after the author's death, last as long as copyright subsists in the work. A moral right can be waived in writing signed by the person giving up the right, but the right cannot be assigned.

2.8.2 Database right

A database may be protected by copyright and/or the database right. Irrespective of whether the database is entitled to full copyright protection it may be given the database right. This is an automatic right which protects the investment (i.e. time, money and energy) that goes into obtaining, verifying or presenting the contents of a database.

A database is defined as a collection of independent works, data or other materials which: (a) are arranged in a systematic or methodical way; and (b) are individually accessible by electronic or other means. Examples of databases include telephone directories and timetables.

For the database rights to apply, the database must be original and the result of substantial investment (financial, technical or otherwise).

Database right is in many ways very similar to copyright so that, for example, there is no registration for database right – it is an automatic right and commences as soon as the material that can be protected exists in a recorded form. Ownership of database rights is determined in the same way as [copyright ownership](#). As with copyright, database rights can be sold or licensed. The database right can apply to both paper and electronic databases.

However, there are some differences between database right and copyright:

- The term of protection for database right is much shorter. Database right lasts for 15 years from making but, if published during this time, then the term is 15 years from publication. It is possible that the right will last in perpetuity as the 15 year period of protection rolls forward if substantial changes and updates or other sufficient investments are made to the database in this period.
- The activities that a database right holder can control, and which are, therefore, infringed if undertaken without the right holder's permission, are a bit different. Database right concerns control over the extraction and re-utilisation of the contents of the database. This is outlined in general terms below.

Database right can be infringed by copying the contents of a database and rearranging them. If a database qualifies for protection then the owner of the database right can enforce that right against those who extract or reutilise a substantial part of the database, or alternatively repeatedly extract and re-utilise an insubstantial part. Database rights can also be enforced against anyone who makes the contents of the database available to the public without permission. As with copyright, if a database right is infringed a range of civil remedies are available to the database right holder including injunctions, an account of profits, damages and delivering up of goods.

It is important to remember that many databases are a collection of copyright works, such as an on-line database of poetry from the last fifty years where each poem will be protected by copyright. People compiling databases need to make sure that they have permission from the copyright owners for use of their material and people using databases need to be aware of the rights of copyright owners as well as database right owners. Where a database is delivered on-line, it is usual for a contractual agreement to exist between the database owner and the user setting out what use is permitted, and this will generally take precedence over any exceptions in the law.

Protection equivalent to database rights exists in other countries in the European Economic Area but not necessarily in the rest of the world, although all members of the [World Trade Organisation \(WTO\)](#) do have an obligation to provide copyright protection for some databases.

2.8.3 Publication right

If a literary, dramatic, musical or artistic work or film whose copyright has expired has never been made available to the public, it may be protected by publication right when it is made available to the public for the first time. Publication right is granted automatically to the first person to make a relevant work or film available to the public within the European Economic Association. It expires 25 years from the end of the year in which the work is made available, and gives rights broadly similar to those given by copyright.

Publication right gives its owner the right to grant or withhold permission for the reproduction of the work to others, so that a holder of, say, a valuable out-of-copyright painting or unpublished manuscript, should exercise great care in permitting access to their collection and allowing the publishing of works from it, acts which may inadvertently lead to publication right being held by a party who could withhold permission or levy a fee for further publication, even to the holder of the artistic work or manuscript.

2.8.4 Performer's rights

A performer is given a set of rights and his or her consent is required to exploit his or her performance (being a dramatic or musical performance, reading or recitation of a literary work, or a similar presentation).

A performer's non-property rights, i.e. generally not assignable or transmissible rights, are infringed by a person who, without the performer's consent and other than for private and domestic use:

- (a) makes a recording of the whole or any substantial part of a performance directly from the live performance;
- (b) broadcasts live, or includes live in a cable programme service which includes the Internet, the whole or any substantial part of a performance; or
- (c) makes a recording of the whole or any substantial part of a performance directly from a broadcast of, or cable programme, including the live performance.

A performer's property rights, i.e. assignable and dealt with similarly as with copyright, are infringed by a person who, without the performer's consent, makes, other than for private and domestic use:

- (a) a copy of a recording of the whole or any substantial part of a performance ('reproduction right'); or
- (b) issues to the public copies of a recording of the whole, or any substantial part of the performance ('distribution right').

Accordingly, a performer's rights are infringed by a person who, without the performer's consent, makes available to the public a recording of the whole or substantial part of the performance by electronic transmission, which includes the Internet, in such a way that members of the public may access the recording from a place and time chosen by them.

2.8.5 Other rights

Please note that we have not covered all potentially relevant rights, but have sought to focus on the rights likely to be most frequently relevant. Other rights which should be borne in mind include:

- Patents;
- Trademarks;
- Passing off;
- Confidentiality;
- Privacy;
- Obscenity; and
- Defamation and libel.

2.9 *Creating a web page for teaching: some common questions*

2.9.1 **May I use older texts, such as manuscripts and old books, which have been put on the Internet?**

If the original text is out of copyright then there would be no infringement of the communication to the public right. However, the electronic version will almost certainly attract its own copyright. In addition, such websites perhaps qualify as databases (see [database right](#)). Accordingly, it would be an infringement of copyright to extract and reuse substantial parts of such works and it may also be an infringement of database right.

2.9.2 **May I copy text from someone else's web page?**

It is illegal to copy a substantial part of text from someone else's web page without their permission. To do so would infringe the copyright and/or moral rights in that material, even if you have acknowledged their authorship and the material itself is freely available on the web. What constitutes a "substantial part" is determined on a case by case basis and there are no set guidelines. In some cases a very small part of a copyright work (such as a summary, the headline, a list of recommendations or the concluding remark) will constitute a "substantial part".

Before seeking permission, check that you have not already been given permission to use the copyright work. For example, many Internet sites contain copyright notices explaining the extent to which the copyright material on the site may be used without contacting the copyright owner to obtain permission.

2.9.3 May I include links in my web page to other web pages?

It is generally accepted practice to provide links to other relevant web-based materials without permission if this link directs the user to the home page of the site and not a page further into the site.

The consent of the owner of the linked site should be obtained in the case of 'deep linking' (a link to a page within a website, bypassing the home page), 'framing' (dividing a screen into different frames of content, where an effect can be achieved whereby people's content looks as if it is part of your site) or 'embedded links' (where an actual image from another website is embedded in your own to make the link direct). While these types of links may not strictly infringe rights belonging to the owner of the linked site (unless, of course, you are passing off the content in anyway as your own), the linked site may be dependent on advertising or funding tied in with receiving 'hits' on its home page. It is important to ensure not only that the work of other people is clear and acknowledged, but also that information is not represented out of context. Accordingly, it is good practice to link to the home pages of that web sites and not to create deep links, frames or embedded links without permission. An exception is e-journals, which usually allow users to link to individual articles with proper acknowledgment. For information on e-journal licences, contact the University Library.

2.9.4 Is it an infringement to put other people's works on the Internet without obtaining permission?

Yes. This is infringing the right of communication to the public by electronic means. Copyright and other intellectual property rights apply to the digital environment.

2.9.5 If I wish to put an image on a website, must I obtain permission from the copyright owner?

If the image is still in copyright, then yes. Communicating a copyright protected work to the public by electronic means is an infringement of a copyright owner's rights. Before you include any image in web pages, handouts, or PowerPoint presentations, you must have the permission of the rights-owner – unless you know the image is out of copyright or covered for digital use by a licence held by the University of Cambridge. Copyright in artistic works lasts until 70 years after the death of the artist/photographer. However, even if the copyright has expired you should consider whether there may be other legal protection preventing you from making use of the work (for example cartoon characters are often registered as trademarks). For information on the University's copyright licences, see [What licences are held by the University of Cambridge?](#) For information on e-journal licences, contact the University Library.

"Fair dealing" does not allow you to use artistic works within teaching materials, presentations, or web pages.

Your choices for using images on a website are:

- Create your own images.
- Use copyright-friendly images from sources which explicitly state that the use you are contemplating is permitted.
- Obtain written permission (printed e-mail or fax is acceptable) to use the images.

If the image contains people (especially children), privacy law requires that you check that they are unidentifiable or that their permission was given for their image to be used.

2.9.6 Can I use Microsoft Clip Art in presentations to be made available via the Internet (or the Intranet?)

Yes, if you have Microsoft Office software legally installed on your computer.

2.9.7 Do I need permission to include images in PowerPoint presentations to be made available via the Internet (or an intranet)?

Yes, if they are not yours. Whether you are placing images in a PowerPoint presentation or straight onto the Internet (or intranet), you must obtain the copyright owner's consent to use the images in that way. For further information on the use of images, see [Use of images](#).

2.9.8 Can I put my printed handouts on my web page?

Yes, if the printed handouts contain only your material and you are happy for your own material to go on to the web.

If your handout contains copyright material then you will need to obtain permission from each copyright holder to place their work on the web. For information on obtaining permission to use copyright material see [licences and obtaining permission](#).

2.9.9 Does a password protected site give me any copyright relief?

No. The copyright laws apply in the same way regardless of whether the site is password protected or secured in another way. However, that is not to suggest that password protection is not useful. As the creator of a web site password protection can be very useful and copyright owners are sometimes more inclined to provide permission where the work will be made available only in a password protected area.

2.9.10 Should I include a disclaimer or terms and conditions on my web page?

It is common for intranet sites to contain terms and conditions of access. Sometimes it is necessary to agree to the terms and conditions each time the site is entered; other sites require agreement to terms and conditions when log-in details are first issued. It is not uncommon for these terms and conditions to allow only one copy to be created (being the copy created upon uploading of the intranet pages for viewing) and to prohibit further copying or any other use of the material contained within the intranet site.

It is also not uncommon for terms and conditions to contain statements that the site owner does not accept any liability for wrongful use of the material contained on the site.

If an intranet site contains material without the author's permission (because the copyright holder can not be identified or located) the site should also include a notice stating that the site owner has been unsuccessful in identifying or locating the copyright owner and inviting the copyright owner to contact the site owner.

2.9.11 When could I argue that I have an implied licence to use other people's material on the Internet?

An implied copyright licence arises where there is no explicit agreement between the copyright owner and the copyright user, but all the circumstances suggest that the copyright owner expected their copyright material to be used in the way contemplated. For example, sending a message to a public discussion list has been compared to sending a letter to the editor of a newsletter and, unless there is clear evidence to the contrary, it is likely that an implied licence would exist allowing:

- other members of the list to keep a copy of the message;
- the message to be archived on a website;
- the message to be forwarded to other interested parties;
- parts of the message to be quoted elsewhere.

You may have noticed that many people claim that anything which is published on the web is fair game and therefore the subject of an implied licence. This is not the legal position, although failure to include a copyright notice will leave open the possibility for others to claim that an implied licence exists. The owners of web sites can easily displace such claims to implied licences by making explicit statements on the site setting out the extent to which visitors to the sites may copy material.

Having said that, it is true that many people who put their own copyright material on the Internet do so in such a way that they expect people to use it in-house in their business, school, college, university or other organisation, including perhaps on an Intranet, even if they do not specifically say that you can do this. It is therefore sometimes possible to argue that the circumstances suggest there is an implied licence to do this. Whether any particular material might be covered by an implied licence is something you will have to judge from the website you found it on, but of course you cannot argue that you have an implied licence where the material was on the Internet illegally in the first place, or where the material contains a copyright notice which specifically states what viewers may and may not do with the work contained on the site.

2.9.12 How do I protect the copyright in my own material on my web page?

See [protecting your own rights](#) and particularly the page on [protecting your own rights when creating a web page](#).

2.9.13 May I download an image from another person's website?

You may download an image for personal non-commercial study (in accordance with the [fair dealing exception](#)) and only to make a single printout. You may not distribute that copy to other people. Otherwise, permission is required. Note that many sites contain copyright statements allowing use of material for certain purposes and some even provide a blanket approval for use of images contained on the website. Links to these statements are usually found on the home page of sites under headings such as 'Copyright' or 'Terms of use'. Be sure to stick to the terms and conditions of use set out.

If you do not wish to obtain permission, some alternative options include visiting the web page in class and projecting it on a screen, or simply citing a reference or including a link to the image. If including a link to the image in your own web page, see the earlier question in this section dealing with the inclusion of links in web pages.

2.9.14 Can students print out web pages?

Under the fair dealing exception to copyright, students may make one printed copy of copyright material if the copy is used for research for a non-commercial purpose.

2.10 Students and copyright

2.10.1 Can my students copy from the web?

If the student is undertaking research for a non-commercial purpose (for example as part of their university degree) then they may copy material from the web provided that they only make one copy (for their personal non-commercial use).

2.10.2 Can a student print a copy of a web page for personal use and one for a friend?

No, not even if the friend is a student and wishing to use the same material for non-commercial research or study. For example, five students may each make one print out of a web page for use in class. However, one student may not make five copies – one for personal use and one for each of the other four students. A copy of substantially the same material is not allowed to be supplied to more than one person at substantially the same time and for substantially the same purpose (unless the relevant institution has a licence allowing this or the terms and conditions on the web site allow it).

2.10.3 Who owns copyright in the work my students produce as part of my course?

They do, unless you have reached an agreement with them to the contrary.

Ownership of copyright materials created by academic staff and students is addressed in the university's policy on the ownership of intellectual property rights (IPRs) generated by externally funded research (*Reporter*, 31 January 2001) and is available at www.admin.cam.ac.uk/reporter/2000-01/weekly/5835/23.html

Information for graduate students on intellectual property they generate in the course of their studies is available from the Board of Graduate Studies at www.admin.cam.ac.uk/offices/gradstud/current/thesis.html.

2.10.4 Can a student include a copyright work (such as a copy of an artistic work) in a thesis?

Yes. This is for research and also providing the answer to an examination so it is covered by the education exceptions. But if the thesis is put on the Internet or published in any form then the copyright in the artistic work is infringed unless permission is granted by the copyright owner.

3 Protecting Your Own Rights

This section is aimed at helping authors of original works in a digital environment identify potential problems and understand steps which may help to protect their copyright.

3.1 Copyright ownership

3.1.1 Who owns copyright when a work is created?

The general rule is that the author of the work is the first holder of copyright. See [Who is the author of a work?](#) for information on who is the author of a work.

However, if the work is made by an employee in the course of employment then the employer (not the author) is the first owner of copyright, unless there is an agreement to the contrary between the employer and the employee. For further information on original holders of copyright, see [Is the author the first \(or original\) holder of copyright?](#)

3.1.2 Can more than one person be the copyright owner of a copyright work?

Yes. Where two or more people have created a [work protected by copyright](#) and their contributions cannot be distinguished, those people are joint authors and the copyright is shared. Examples include where one person has drafted an article and another person has amended and added to it; a broadcast made by more than one person; and the works of Gilbert and Sullivan. The law says that two people, the producer and principal director, are joint authors of a film.

However, where the finished work includes distinct and separate works by different authors, each contributing author would own only the copyright in their own work included in the 'collection'. This could apply, for example, to an anthology of poetry with each poem written by a different person.

In the case of works made by employees during the course of their employment, different rules apply. If all the joint authors were employees of the same employer, then the employer would automatically own the copyright (unless the contracts of employment stated otherwise). But if one of the joint authors was not an employee of that same employer, then copyright in that joint work would be jointly owned by all the joint authors.

Those are the basic rules about first copyright ownership of works of joint authorship. However, the law allows the joint authors to have a contractual agreement between them stating who will own the copyright. These agreements override the above rules. Similarly, the law allows employees who are joint authors to have an agreement with their (same) employer stating who will own the copyright.

3.1.3 Can copyright be transferred to someone else?

Yes. Copyright is a form of property which, like physical property, can be bought or sold, inherited, licensed or otherwise transferred, wholly or in part. Accordingly, some or all of the rights may subsequently belong to someone other than the first owner and may be shared. In contrast, the moral rights accorded to authors of literary, dramatic, musical and artistic works and film directors remain with the author or director or pass to his or her heirs on death. For more information on moral rights, see [other rights](#).

3.1.4 Do I own copyright if I own a copyright work?

Not unless you are the first owner of copyright, or copyright has been transferred to you. Copyright exists independently of the medium on which a work is recorded. For example, if you have bought or inherited a painting, you only own the copyright if that has also been transferred to you. Where a copyright work has been published (e.g. books), many copies may have been sold to the public. If you have bought one of these copies you have not bought the copyright that exists in the content. So, you cannot do what you like with it unless you have the permission of the copyright owner.

3.1.5 I wrote this article. Am I therefore the copyright holder?

Not necessarily. Publishers frequently require authors to assign copyright to them on publications. Check the terms of your contract or agreement. Even if you have assigned or exclusively licensed your copyright to the publisher, such contract often reserve for the author some rights. For example, most major publishers allow the author to continue to use their works freely for research and teaching purposes including, sometimes, intranet or even Internet postings (provided sufficient acknowledgment of the publisher is included).

3.1.6 Who owns the copyright in my teaching materials and in the work my students produce?

Ownership of copyright materials created by academic staff and students is addressed in the university's policy on the ownership of intellectual property rights (IPRs) generated by externally funded research (*Reporter*, 31 January 2001) and is available at www.admin.cam.ac.uk/reporter/2000-01/weekly/5835/23.html

Information for graduate students on intellectual property they generate in the course of their studies is available from the Board of Graduate Studies at www.admin.cam.ac.uk/offices/gradstud/current/thesis.html.

3.1.7 Is it possible to assert individual ownership over the design or structure of a given web site, as well as its contents?

All material placed on an Internet site, an intranet site or web server is protected by copyright. This includes the images/special features that make up the design of the site. Copying these images and special features is an infringement of copyright. It is much harder to assert copyright ownership of the 'structure' of the site as the structure of the site is defined by computer code which is easy for people to copy and adapt and it is usually difficult to prove that someone has copied your code/programme.

3.1.8 For how long does copyright last?

See [Duration of copyright](#).

3.1.9 What rights do I have as a copyright owner?

See [Copyright owners' rights and claiming copyright](#).

3.1.10 When are contractual agreements important to a copyright owner?

Contractual agreements are likely to be important when a copyright owner:

- needs a partner to help exploit the copyright work;
- wishes to negotiate the sale or other transfer of the copyright;
- would like to agree a licence with someone else who wants to use the copyright work; or
- would like someone else, such as a collecting society, to administer some or all of the economic rights.

In some cases it might be important to obtain an agreement/contract of confidentiality while negotiating copyright matters, especially if the work has not been published. This could prevent the person you are negotiating with disclosing anything to third parties.

3.1.11 How do I license use of my copyright?

As a copyright owner, it is for you to decide whether and how to license use of your work. You may choose to grant an exclusive licence, but do not forget that this enables the licensee to use the copyright work to the exclusion of all others, including you, the copyright owner. Any licence agreed can relate to one or more of the copyright owners' rights and can also be limited in time or any other way. It is a contractual agreement between the copyright owner and user. In some situations, copyright owners find it difficult to license use of their works by themselves and so they have formed collecting societies or collective licensing bodies. Sometimes people may be able to argue that a copyright work is subject to an implied licence even when there has been no agreement about a licence. For further information on licensing work, collective licensing bodies and implied licences, see [licensing copyright](#).

3.2 Copyright owners' rights and claiming copyright

3.2.1 What are the rights of copyright owners?

Copyright owners generally have the right to authorise or prohibit any of the following in relation to their works:

- copying the work in any way, including typing or scanning into a computer or storing works in an electronic format (e.g. on a hard drive);
- issuing copies of the work to the public;

- renting or lending copies of the work to the public (except for lending under the Public Lending Right Scheme, such as public library loans);
- performing, showing or playing the work in public. For example, performing plays and music; playing sound recordings; showing films or videos; and replaying broadcasts in public;
- broadcasting the work or other communication to the public by electronic transmission. This includes putting copyright material on the Internet; and
- making an adaptation of the work, such as by translating a literary or dramatic work, transcribing a musical work and converting a computer program into a different computer language or code.

Anyone doing any of the above, whether intentionally or not, without the permission or license of the copyright owner is infringing copyright. However, note that:

- Infringement can occur only if the whole or a substantial part of the work is involved. 'Substantial' is undefined, although case law suggests that content (e.g. key phrases, concluding remarks or headlines) in many cases is as significant as extent; and
- You will not be able to prosecute successfully if the unauthorised act falls within one of the copyright exceptions. See [Copyright exceptions](#).

3.2.2 How do I benefit from my copyright?

Copyright is essentially a private right. You, the copyright owner, must decide how best to exploit your copyright work. For example, you might choose to sell your copyright. Alternatively, you may choose to license your copyright (exclusively or non-exclusively) for free or for a fee. These options often involve contractual agreements which may be just as important as the rights provided by copyright law.

When placing work in any electronic form you should be sure to specify clearly the copyright status of your work so it is plain to viewers the extent (if any) to which you permit them to use your copyright work.

For further information on licences and licensing options, see [licensing copyright](#).

3.2.3 Do I need to use the © sign to claim copyright on my work?

This is not strictly necessary in the UK where copyright is automatically granted to an original work, although the copyright © symbol is an essential requirement in some other countries and it does make clear who the rights owner is. Accordingly, it is strongly recommended that you mark your copyright work clearly with the copyright symbol © followed by your name and the first date of publication e.g. © John Smith 2005.

3.2.4 How do I protect my copyright in an electronic environment?

Unlike for patents, registered designs and trade marks, there is no official register for copyright. Copyright comes into effect automatically as soon as something that can be protected is created and "fixed" in some way (e.g. on paper, on film, via sound recording, as an electronic record or on the Internet.)

Ways to prove and to protect your copyright are outlined on the page [creating a web page: how can I protect my work?](#) and include:

- adding a copyright notice;
- including express copyright statements;
- adopting digital protection;
- retaining supporting evidence for proof of copyright ownership; and
- registration.

3.2.5 Should I use an unofficial copyright register?

There is no official copyright register because copyright is automatic. There are, however, a number of companies that offer unofficial copyright registers.

You should think very carefully whether this is a useful service for you before choosing this route. Some of the things to think about are:

- How much does it cost and is it a one-off or regular payment?

- Are you paying just for a registration, or does the cost cover more than this, for example does the cost help with a legal action should your copyright be infringed?
- Is the registration likely to be better proof of your interest in the work than the evidence you can create for yourself by, for example, sending a copy of the work to yourself by special delivery post and not opening the envelope upon its return?
- Are you likely to have a problem proving that you had the copyright material at a certain time (which is all that registration can help prove)?

Note that neither registration nor sending a copy of the work to yourself will prove that you were the creator of the work. Keeping copies of all your drafts and any other material that shows your connection with the particular copyright material as you develop it could, however, be far more useful evidence if you ever have to prove that you are the author.

3.2.6 What are moral rights?

In addition to those rights recognised under copyright law (which are economic rights), authors of works have rights, known as moral rights, which enable protection of the creator's personal interests in relation to their creation. In essence, moral rights give the author of a work the right to be recognised as the author (no matter whether the copyright in the work has been disposed of by the author) and the right not to have the work subjected to derogatory treatment. For more information on moral rights, see moral rights information on the [other rights](#) page.

3.3 Licensing copyright

3.3.1 How do I license use of my copyright?

As a copyright owner, it is for you to decide whether and how to license use of your work. A licence is simply a [contractual agreement](#) between the copyright owner and user. Like any licence, it can be as simple as a short statement signed on a piece of paper or as complex a legal document as you please!

Your licence may be as narrow or as broad in scope as you wish and so can be limited in time or any other way.

You may grant an exclusive licence, but remember that this enables the licensee to use the copyright work to the exclusion of all others, including you. Accordingly, you may prefer to grant non-exclusive licenses enabling you to grant the same rights to others and to continue to use the copyright work yourself.

Note that sometimes people may be able to argue that a copyright work is subject to an implied licence even when there has been no agreement about a licence. For further information on implied licences, see below.

In some situations, copyright owners find it difficult to license use of their works by themselves and so several collecting societies (also known as collective licensing bodies) have been formed for the collective licensing of copyright material.

3.3.2 What is collective licensing of copyright material?

In many cases copyright owners have found it difficult or inconvenient to license use of their works themselves. To solve the problem they have formed collecting societies or collective licensing bodies. These recognized non-profit making organisations license certain uses of their works on their behalf.

Collective licensing means that a user may be offered a blanket licence covering use of all the repertoire of the collecting society. This also benefits users as they do not need to negotiate a large number of individual licences.

As collecting societies may effectively be in a monopoly position for some uses of copyright material an independent tribunal, the [Copyright Tribunal](#), exists to adjudicate where the collecting society and users or groups representing users fail to agree the terms and conditions of a licensing scheme.

You should review the terms and conditions offered a collecting society carefully before committing.

Most collecting societies have Internet sites. Searching the Internet is a good place to start looking for a collecting society which is appropriate for your needs.

3.3.3 Are there other ways of licensing my copyright work?

As noted, you may go about licensing your copyright work any way you like. It is a good idea to record licensing agreements in a document signed by both you (the licensor) and the person to whom you are granting the licence (the licensee). Try to be as specific as possible and give thought to addressing factors such as:

- Is the licence exclusive or non-exclusive?
- Is the licence limited to certain territories in which the work is to be used / exploited. E.g. the UK, North America, the World. Posting a work on the Internet means world rights.
- Is the licence for a limited period of time?
- Is it for a specific or one-off use (e.g. the use of a photograph on a certain page of a particular brochure to be printed on or about a specified date; or the use of a photograph on a certain Internet page) or is it for ongoing, unlimited use (e.g. for any promotional or other use which the licensee may wish to employ)? Do you require notification of the various uses of the work?
- Is it for a specific medium or mode of distribution, such as hardback/paperback, CD- ROM, video, broadcast or e-version on the Internet?
- Are there any restrictions on the way in which the copyright material may be used or presented? For example, is it a condition that the licensee does not alter the copyright material in any way?
- If the copyright material is to be used on the Internet, do you wish to restrict the quality of reproduction posted on the Internet? (e.g. only a thumbnail or a limited number of pixels)
- Are there any other restrictions on the use permitted under the licence?
- Are you to charge a fee? If so, is it a flat fee or a fee calculated in some other way, such as a per annum fee, a fee per 'hit' on the Internet site or a per subscriber fee (for restricted access Internet sites)?
- Do you require an indemnity / release from liability should someone sue you in relation to the licensee's use of your work?
- In what way do you wish for the licensee to acknowledge that the work is yours?

You may like to view the licences on offer at Creative Commons UK (www.creativecommons.org.uk) to gain a feel for terms which are often included in copyright licences. Creative Commons is an initiative which helps authors to publish their work online while letting others know exactly what they can and can't do with the work. Creative Commons aims to provide a fast, easy and user-friendly way to deal with copyright. Creative Commons licences allow authors to retain the copyright but allow people to copy and distribute the work provided the author is given credit and only on the conditions specified by the author.

If you are licensing software, you should refer to the Open Source Initiative at www.opensource.org

3.3.4 What are implied licences?

An implied copyright licence arises where all the circumstances suggest that the copyright owner expected their copyright material to be used in the way contemplated. For example, sending a message to a public discussion list has been compared to sending a letter to the editor of a newsletter and, unless there is clear evidence to the contrary, it is likely that an implied licence would exist allowing:

- other members of the list to keep a copy of the message;
- the message to be archived on a website;
- the message to be forwarded to other interested parties;
- parts of the message to be quoted elsewhere.

You may have noticed that many people claim that anything which is published on the web is fair game and therefore the subject of an implied licence. Although this is not the legal position, failure to include a copyright notice will leave open the possibility for others to claim that an implied licence exists. The owners of web sites can easily displace such claims to implied licences by making explicit statements on the site setting out the extent to which visitors to the sites may copy material.

3.4 Copyright, computers, the Internet and digital material

3.4.1 Do digital materials have any special copyright status?

Digital materials are protected by copyright. Digital materials (including digital images) are classified as literary works because they are constructed of binary code. Digital materials do not have any 'special' copyright status, although databases now have specific legal protection in their own right. For more information on database rights see [other rights](#).

3.4.2 Is material on the Internet protected by copyright?

Yes. Under UK law copyright material sent over the Internet or stored on web servers will generally be protected in the same way as material in other media. Anyone wishing to put copyright material on the Internet, or distribute or download material that others have placed on the Internet, should ensure that the material is legally placed on the Internet and that they have the permission of the owners of rights in the material unless one of the copyright exceptions or defences applies. Of course, there is no requirement to obtain permission if the owner explicitly states that copying is permitted (usually via a copyright or disclaimer notice on the website).

You should note that the law may be different in other countries so copyright material may have been put on the Internet in other countries without infringing copyright there, but it could still be illegal to use (including download that material) without permission in the UK. For further information on international copyright, see [copyright and other countries](#).

3.4.3 Are computer programs protected by copyright?

Yes. Computer programs are protected on the same basis as literary works. Conversion of a program into or between computer languages and codes corresponds to "adapting" a work which, like copying, is prohibited. Storing any work in a computer amounts to "copying" the work. Unless an exception applies, it is necessary to seek permission to copy or adapt a work.

3.4.4 Are database structures and their contents protected by copyright?

Yes. Databases are also protected by the 'database right', a separate right which may accrue in addition to copyright.

Databases are the collection of independent works, data or other materials that are arranged in a systematic or methodical way and can be accessed by electronic or other means. A database is defined as "*a collection of independent works, data or other materials which are:*

- (a) arranged in a systematic or methodical way, or*
- (b) individually accessible by electronic or other means."*

To gain copyright, a database must have originality in the selection or arrangement of the contents. Each individual item included in the database may or may not be in copyright.

For more information on database rights see [other rights](#).

3.4.5 How do I assert the copyright in a work I have digitised?

Copyright comes into effect automatically as soon as something that can be protected is created and "fixed" in some way (e.g. on paper, on film, via sound recording, as an electronic record or on the Internet). There is no official register. Accordingly, it can sometimes be difficult to prove that you are the copyright owner.

Ways to prove and to protect your copyright are outlined in [creating a web page: how can I protect my work?](#). These are applicable to all digitised work and include:

- adding a copyright notice;
- including express copyright statements;
- adopting digital protection;
- retaining supporting evidence for proof of copyright ownership; and
- registration.

3.4.6 Is it possible to assert individual ownership over the design or structure of a web site?

As already stated, all material placed on an Internet site, an intranet site or web server is protected by copyright. This includes the images/special features that make up the design of the site. Copying these images and special design features is an infringement of copyright. It is also possible to assert copyright ownership of the 'structure' of the site, though to do so is much more difficult as the structure of the site is defined by computer code which is easy for people to copy and adapt. Accordingly, it is usually extremely problematic to prove that someone has copied your code/programme.

3.5 How can I enforce copyright?

Copyright comes into effect automatically as soon as something that can be protected is created and "fixed" in some way (e.g. on paper, on film, via sound recording, as an electronic record or on the Internet). There is no official register so you do not need to have taken any formal steps to protect your work before seeking to enforce your copyright.

Should infringement occur, any action for copyright infringement would have to take place in the country where the infringement occurred, although the laws of the place where the work was produced / published will apply. It is possible, however, to pursue the local Internet service provider.

Copyright is essentially a private right. If someone uses material without permission (where there is no law that might make such use legal), in most countries the copyright owner may use any remedies available under the civil law of the country in which the infringement occurred. In the UK this includes seeking damages, injunctions (to stop the continued infringement of copyright) and orders to deliver up goods which infringe copyright.

However, legal action can be stressful, drawn out and expensive with it not uncommon for copyright cases to take in excess of 1 year and many tens of thousands of pounds to conclude. Even if you are successful, you will not necessarily recover all of your legal costs. Accordingly, litigation is not likely to be an attractive option unless you have suffered exceptional damage. In many cases it is best first to attempt to negotiate a solution with the infringer, such as asking them to cease and desist and perhaps also to remit any profits to you. This is often effective, particularly where the breach of copyright was inadvertent or where the infringer has not profited significantly from the breach.

Accordingly, the usual course is to try to resolve the matter with the party you believe has infringed your copyright. A litigious approach should be carefully considered in consultation with legal or other professional advisers.

If certain IP rights are intentionally infringed on a commercial scale, there may also be the possibility of prosecuting that person for a criminal offence. This mostly occurs in the case of music and video pirating. Where criminal offences may have been committed, an IP owner may pursue the matter themselves as a private prosecution, or report the matter to a public sector enforcer such as the police or trading standards office.

In order to reduce the chances of people using your copyright work without your permission, you should consider taking steps such as adding a copyright notice to your work; including an express copyright statement; adopting digital protection; and registration. Further information on each of these options is provided on the page [creating a web page: how can I protect my work?](#)

3.6 Copyright in other countries

3.6.1 How do I get copyright protection in other countries?

Usually your copyright work will be protected automatically overseas in the same way that it is automatically protected in the UK. The UK is a member of several international conventions in this field (the Berne Convention for the Protection of Literary and Artistic Works; the Rome Convention for the Protection of Performers, Producers of Phonograms and Broadcasting Organisations; and the Universal Copyright Convention). Copyright material created by UK nationals or residents falling within the scope of one of these conventions is automatically protected in each member country of the convention by the national law of that country. Further information can be found on the [World Intellectual Property Organisation website](#). All the Western European countries, USA and Russia belong to at least one of these conventions.

Protection overseas can also arise from obligations in the agreement on Trade- Related Aspects of Intellectual Property Rights (TRIPS), which forms part of the World Trade Organisation (WTO) Agreement.

Once again this is automatic so you may also find your work is protected in WTO countries. See http://www.wto.org/english/tratop_e/trips_e/trips_e.htm.

In the USA, there is an [official](#) register of copyright which you might want to use (see the United States Copyright Office website at <http://www.copyright.gov/>), although registration is not an essential condition for copyright to subsist in the USA.

3.6.2 Should I mark my work in any particular way?

Yes. In order to benefit from the automatic protection in many other countries it is essential to mark your work with the international © symbol, followed by the name of the copyright owner and year of publication. For example, © John Smith 2005. This notice is to be placed in such a manner and location as to give reasonable notice of the claim to copyright. In addition, you could include information on your web site about the extent to which you are content for others to use your copyright material without permission, although this is not essential.

3.6.3 For how long does copyright protection last in other countries?

Copyright protection in the EU and USA generally lasts for the life of the author/creator plus 70 years after their death. In other countries copyright protection varies, in many countries lasting for the life of the author/creator plus 50 years. Information on the duration of copyright laws in over fifty countries can be found by following the links provided on the [Online Books Page](#), compiled by the library of the University of Pennsylvania.

3.7 Some information on other rights

3.7.1 Database right

A database may be protected by copyright and/or the database right. Irrespective of whether the database is entitled to full copyright protection it may be given the database right. It is an automatic right which protects the investment (i.e. time, money and energy) that goes into obtaining, verifying or presenting the contents of a database.

A database is defined as a collection of independent works, data or other materials which: (a) are arranged in a systematic or methodical way; and (b) are individually accessible by electronic or other means. Examples of databases include telephone directories and timetables.

For the database rights to apply, the database must be original and the result of substantial investment (financial, technical or otherwise).

Database right is in many ways very similar to copyright so that, for example, there is no registration for database right – it is an automatic right and commences as soon as the material that can be protected exists in a recorded form. Ownership of database rights is determined in the same way as [copyright ownership](#). As with copyright, database rights can be sold or licensed. The database right can apply to both paper and electronic databases.

However, there are some differences between database right and copyright:

- The term of protection for database right is much shorter. Database right lasts for 15 years from making but, if published during this time, then the term is 15 years from publication. It is possible that the right will last in perpetuity as the 15 year period of protection rolls forward if substantial changes and updates or other sufficient investments are made to the database in this period.
- The activities that a right holder can control, and which are, therefore, infringed if undertaken without the right holder's permission, are a bit different. Database right concerns control over the extraction and re-utilisation of the contents of the database. This is outlined in general terms below.

Database right can be infringed by copying the contents of a database and rearranging them. If your database qualifies for protection then you can enforce your rights against those who extract or reutilise a substantial part of your database, or alternatively repeatedly extract and re-utilise an insubstantial part. You can also enforce your database right against anyone who makes the contents of the database available to the public without your permission. As with copyright, if your database right is infringed you can seek a range of civil remedies including injunctions, an account of profits, damages and delivering up of goods.

It is important to remember that many databases are a collection of copyright works, such as an on-line database of poetry from the last fifty years where each poem will be protected by copyright. People compiling databases need to make sure that they have permission from the copyright owners for use of their material

and people using databases need to be aware of the rights of copyright owners as well as database right owners. Where a database is delivered on-line, it is usual for a contractual agreement to exist between the database owner and the user setting out what use is permitted, and this will generally take precedence over any exceptions in the law.

Protection equivalent to database rights exists in other countries in the European Economic Area but not necessarily in the rest of the world, although all members of the [World Trade Organisation \(WTO\)](#) do have an obligation to provide copyright protection for some databases.

3.7.2 Moral rights

Moral rights are granted to the authors of literary, dramatic, musical and artistic works and to film directors. Moral rights are quite distinct from copyright. Four categories of moral rights are associated with authorship:

- The right to be identified as the author or creator;
- The right not to have work subjected to derogatory treatment;
- The right not to have a work falsely attributed to the author; and
- The right of privacy of privately commissioned photographs and films.

The right to be identified is most commonly asserted as it must be in writing to be enforced. This right does not apply to computer programs, typeface designs, and any computer-generated work, but can apply to designs such as screen displays or works such as software user/reference manuals. It also applies to authors of electronic materials, such as electronic journal articles. Further, it does not apply where copyright has been originally owned by an author's employer if in a relevant employer/employee situation.

All moral rights, except false attribution which continues to subsist for a period of 20 years after the author's death, last as long as copyright subsists in the work. A moral right can be waived in writing signed by the person giving up the right, but the right cannot be assigned.

3.7.3 Publication right

If a literary, dramatic, musical or artistic work or film whose copyright has expired has never been made available to the public, it may be protected by publication right when it is made available to the public for the first time. Publication right is granted automatically to the first person to make a relevant work or film available to the public within the European Economic Association. It expires 25 years from the end of the year in which the work is made available, and gives rights broadly similar to those given by copyright.

Publication right gives its owner the right to grant or withhold permission for the reproduction of the work to others, so that a holder of, say, a valuable out-of-copyright painting or unpublished manuscript, should exercise great care in permitting access to their collection and allowing the publishing of works from it, acts which may inadvertently lead to publication right being held by a party who could withhold permission or levy a fee for further publication, even to the holder of the artistic work or manuscript.

3.7.4 Performer's rights

A performer is given a set of rights and his or her consent is required to exploit his or her performance (being a dramatic or musical performance, reading or recitation of a literary work, or a similar presentation).

A performer's non-property rights, i.e. generally not assignable or transmissible rights, are infringed by a person who, without the performer's consent and other than for private and domestic use:

- (a) makes a recording of the whole or any substantial part of a performance directly from the live performance;
- (b) broadcasts live, or includes live in a cable programme service which includes the Internet, the whole or any substantial part of a performance; or
- (c) makes a recording of the whole or any substantial part of a performance directly from a broadcast of, or cable programme, including the live performance.

A performer's property rights, i.e. assignable and dealt with similarly as with copyright, are infringed by a person who, without the performer's consent, makes, other than for private and domestic use:

- (a) a copy of a recording of the whole or any substantial part of a performance ('reproduction right'); or
- (b) issues to the public copies of a recording of the whole, or any substantial part of the performance ('distribution right').

Accordingly, a performer's rights are infringed by a person who, without the performer's consent, makes available to the public a recording of the whole or substantial part of the performance by electronic transmission, which includes the Internet, in such a way that members of the public may access the recording from a place and time chosen by them.

3.7.5 Other rights

Please note that we have not covered all potentially relevant rights, but have sought to focus on the rights likely to be most frequently relevant. Other rights which should be borne in mind include:

- Patents;
- Trademarks;
- Passing off;
- Confidentiality;
- Privacy;
- Obscenity; and
- Defamation and libel.

3.8 Creating a web page: how can I protect my work?

Copyright is attained automatically on creation of a web page. However, although your content on the web may be copyrighted, that does not mean it is safe. Nor does it necessarily mean that it is easy to prove you are the copyright holder.

Ask yourself: *How much do I care about protecting the copyrighted material on my web page?*

If your answer is that you would immediately seek to litigate if someone were to use the material on your site then the safest option (unfortunately) is not to include that material on your web page, particularly since it is necessary to litigate in the place where the infringement occurred. However, if your answer is that you would pen a cease-and-desist letter (or less), then you may like to take some or all of the steps below to place yourself in a strong position should someone make use of your copyrighted work:

- **Copyright notices** – These notify viewers that the material is copyright protected. The notice should be obvious, legible and on every page. The notice should include the © symbol, the owner's name and the first date of publication, e.g. "Copyright © John Smith 2005" or "Copyright © 2005 University of Cambridge".
- **Express statements** – An easily accessible Terms of Use section or page should set out the extent to which you wish to allow users to use your copyright material without further permission. A simple "All rights reserved" conveys that permission must be sought to use your work, however you may also like to add a statement along the lines that "any unauthorised broadcasting, public performance, copying or re- recording will infringe copyright". For a detailed Terms of Use example see Appendix C of http://www.admin.cam.ac.uk/offices/research/copyright/rsd_copyright.pdf. See also, as an example, the statement on the MOMA site under "About this site" (<http://www.moma.org>). Further guidance can be obtained from the creative commons site (<http://creativecommons.org/worldwide/uk/>). Creative Commons is an initiative which helps authors to publish their work online while letting others know exactly what they can and can't do with the work. Creative Commons aims to provide a fast, easy and user-friendly way to deal with copyright. Creative Commons licences allow authors to retain the copyright but allow people to copy and distribute the work provided the author is given credit and only on the conditions specified by the author.
- **Digital protection** – Some popular digital protection options are:
 - **Watermarking** – A digital watermarking system embeds an image and/or copyright information into the pixels of your work. Some of these systems also provide a means of discovering who may have copied your image and where they may have put it, anywhere on the web. On screen, the viewer cannot see the watermark while on your site, but if the image is placed on another website the watermark with its copyright information will appear.

- *Encryption*– This is a way of protecting the content of your web page, although nobody but your intended viewers can see your image / work. Accordingly, you must provide the decoding key to each person who wishes to view your site. In effect, then, this is of similar effectiveness to placing your site in a password protected area (see below).
- *Flash*– Flash software enables graphics and texts to be placed in a special format that around 90% of Internet users can see. You can choose to protect Flash files to prevent copying and pasting and even printing. There are now simple programmes that convert PowerPoint to flash for more protection as well as faster download. However, there is no way of preventing others using the entire Flash file and it is still possible to copy individual graphics.
- *Acrobat PDF*– PDF files can require a password to be opened and can prevent printing or copying graphics. But once open there are ways to copy the information (though, of course, people can photocopy a book too).
- *Password protect* – It possible to password protect your site and you should contact the University Computing Service (<http://www.cam.ac.uk/cs/>) to arrange this. Password protection restricts access to those who are able to supply a login name and password. Of course, people can give others their password and mere password protection will not limit what a user can do once they have successfully entered the site. Asking users to agree to terms and conditions (for example not to copy or otherwise use the material on your site) is also a good idea, although enforcing these terms and conditions can be time consuming and costly.

None of these systems is fool proof, particularly in this age of computer hackers, although each provides at least some degree of protection. Unfortunately, however, if a computer savvy person is determined to copy material on your site it is likely that they will find a way.

- ***Supporting evidence to assist any claim you make in case of a dispute***– Keep as much of the background work as you can (e.g. drafts) as this can be valuable in demonstrating the development of your ideas and therefore proof of copyright ownership. If you are particularly worried about proving that your work existed at a particular point in time you may consider sending a copy of the work to yourself via registered post, and then leaving the envelope unopened on its arrival.
- ***Registration*** – To prove your work was created before a certain date, and to give stronger supporting evidence, you may wish to register your work with the UK Copyright Service who can substantiate your claim in case of a dispute. The current charges for registration are £35.00 for 5 years, and £60.00 for a 10 year registration period. Once registered, you may also advise of this on your web page as an extra deterrent against infringement. For further information see [Should I use an unofficial copyright register?](#) and the UK Copyright Service (<http://copyrightservice.co.uk/>).

4 Detailed information on copyright and intellectual property rights

4.1 What is Intellectual Property? What is Copyright?

4.1.1 What is intellectual property?

Intellectual property, often known as IP, allows people to own their creativity and innovation in the same way that they can own physical property. The owner of IP can control and reap benefit from its use, and this encourages further innovation and creativity.

In some cases IP gives rise to protection for ideas but in other areas there must be work upon an idea before protection can arise. It will often not be possible to protect IP and gain IP rights unless they have been applied for and granted, but some IP protection such as copyright arises automatically, without any registration, as soon as there is a record in some form of what has been created.

The four main types of IP are:

- patents – applicable to inventions of new and improved products and processes capable of industrial application;
- trade marks for brand identity – allowing distinctions to be made between different traders of goods and services;
- designs for product appearance – applicable to the whole or a part of a product resulting from the original features of, in particular, the lines, contours, colours, shape, texture or materials of the product itself or its ornamentation; and
- copyright for material – applicable to literary and artistic material, music, films, sound recordings and broadcasts, including software and multimedia.

However, IP is much broader than this and extends to trade secrets, plant varieties, geographical indications, performers rights and more. Often, more than one type of IP may apply to the same creation.

4.1.2 What is copyright?

Copyright is part of the family of intellectual property rights. It is a property right intended to protect the rights of those who create works of various kinds. It is essentially a temporary monopoly right granted to creators in order to fulfil the societal need to increase creativity. The arguments in favour of copyright laws centre on the premise that the protection of author and creator's rights encourages further creative work by giving the creator a source of income. In the UK, copyright is governed by the Copyright, Designs and Patents Act 1988, which has been amended from time to time to achieve conformity with EU legislation and to give effect to international treaties and conventions.

For copyright to arise, an idea has to be original and reduced to a material form, such as recorded in writing. There is no copyright in an idea.

No formal procedures are required in the UK for copyright to apply. Copyright subsists automatically upon the work being created, provided that:

- The work is recorded in writing or in some other material form;
- There is some originality in the work; and
- The work has been produced by a British subject or corporation, or the work was printed in the UK. (However, most of the material produced outside the UK is protected by international treaty.

However, usage of the copyright symbol ©, together with the date of first publication and author are useful indicators of ownership and are a requirement for protection in some parts of the world.

Copyright is capable of being sold, given away, rented or bequeathed by the owner, and is separate to the ownership of the work itself. For example, purchasing a book or computer software does not mean you own the copyright in that book or computer software.

- Subject to certain uses permitted by law (such as 'fair dealing'), a copyright owner has the exclusive right and the right to authorise others to:
 - Copy the work;
 - Issue copies of the work to the public;
 - Rent or lend the work to the public;
 - Perform, play or show the work;
 - Communicate the work to the public; and
 - Make an adaptation of the work.

In essence, the owner can prevent any other person from reproducing the work and affords the owner the exclusive right to exploit the value of the work. If any of the restricted acts noted above is carried out without the authority of the copyright owner, copyright is infringed and the owner is entitled to various remedies in compensation or damages for the infringement, as well as enforcement through the criminal courts.

4.2 Material protected by copyright

4.2.1 What is protected by copyright?

- Literary works, including books, journal articles, letters, poems and the like, tables, compilations, computer software programs, preparatory design materials for a computer program, and databases;
- Dramatic works, including plays, dance and mime;
- Musical works, but not lyrics (which are classified as literary works);
- Artistic works, including graphic works (such as paintings, drawings, diagrams, maps, charts, plans, engravings, etchings), sculptures, collages, photographs, works of architecture, and works of artistic craftsmanship;
- Sound recordings;
- Films;
- Broadcasts; and
- The typographical arrangement of published editions.

Accordingly, virtually anything that is recorded in any form, or anything that can be made by a person (but not usually things made by a machine or mechanical process) is protected by copyright.

Copyright does not exist in names, colour, inventions or ideas, but may exist in a work expressing or composed from these concepts.

4.2.2 Can names and titles be protected by copyright?

Rarely. There is no copyright in a name, title, slogan or phrase unless it is a literary work in its own right. However, these may be eligible for registration as a trade mark. Logos may be protected under copyright.

4.2.3 Is there copyright in facts?

No. A fact cannot be protected, although the way it is presented can be protected. For example, the train times are fact (and so anyone is free to write up a list of the train times and publish them) but the typographic layout of the official timetable is protected by copyright.

4.2.4 Is material on the Internet protected by copyright?

Yes. Under UK law copyright material sent over the Internet or stored on web servers will generally be protected in the same way as material in other media. Anyone wishing to put copyright material on the Internet, or distribute or download material found on the Internet, should (unless one of the copyright exceptions applies) ensure they have obtained permission to do so from the owners of rights in the material.

You should note that the law may be different in other countries so copyright material may have been put on the Internet in other countries without infringing copyright there, but it could still be illegal to download or otherwise use that material without permission in the UK.

However, some people place material on the Internet and are happy for others to use it. You should check the Terms of Use section (posted on most websites), which describes permitted uses of material on that web site.

4.2.5 What are the rights of copyright holders?

Copyright owners generally have the right to authorise or prohibit any of the following in relation to their works:

- copying the work in any way, including typing or scanning into a computer or storing works in an electronic format (e.g. on a hard drive);
- issuing copies of the work to the public;
- renting or lending copies of the work to the public (except for lending under the Public Lending Right Scheme, such as public library loans);
- performing, showing or playing the work in public. For example, performing plays and music; playing sound recordings; showing films or videos; and replaying broadcasts in public;

- broadcasting the work or other communication to the public by electronic transmission. This includes putting copyright material on the Internet; and
- making an adaptation of the work, such as by translating a literary or dramatic work, transcribing a musical work, converting a computer program into a different computer language or code and making a model of a painting.

Anyone doing any of the above, whether intentionally or not, without the permission or license of the copyright owner is infringing copyright. However, note that:

- Infringement can occur only if the whole or a substantial part of the work is involved. 'Substantial' is undefined, although case law suggests that content (e.g. key phrases) in many cases is as significant as extent; and
- You will not be able to prosecute successfully if the unauthorised act falls within one of the copyright exceptions. For more details on copyright exceptions, see [copyright exceptions].

4.3 Duration of copyright

4.3.1 For how long does copyright last?

This will depend on the work and nationality. The term of protection or duration of copyright varies depending on the type of copyright work. For copyright works originating outside the UK or another country of the European Economic Area (EEA), the term of protection may also be shorter if it is shorter in the country of origin. There may also be variations in the term where a work was created before 1 January 1996. But in general, the terms of protection in the UK are as follows:

Type of work	When does copyright expire?
Literary, dramatic, musical or artistic works	70 years from the end of the calendar year in which the author dies.
Works of unknown authorship	70 years from the end of the calendar year in which the work is made. However, if the work is made available to the public during that time then copyright expires 70 years from the end of the calendar year in which it is first made publicly available.
Computer-generated works	50 years from the end of the calendar year in which the work is made.
Sound recordings	50 years from the end of the calendar year in which the recording is made. However if during that period the recording is published, copyright expires 50 years from the end of the calendar year in which it is first published. If the recording is not published by is otherwise communicated to the public, then copyright expires 50 years from the end of the calendar year in which it is first so made available.
Films	70 years from the end of the calendar year of the death of the last to die of the following persons: the principal director; the author of the screenplay; the author of the dialogue; and the composer of music specifically created and used in the film.
Broadcasts and cable programmes	50 years from the end of the calendar year in which the broadcast is delivered.
Typographical arrangements of published editions	25 years from the end of the calendar year in which the edition is first published.
Crown copyright literary, dramatic, musical or artistic works	125 years from the end of the calendar year in which the work is made; or if published commercially within 75 years from the end of the calendar year it is made; or 50 years from the end of the calendar year in which it is first so published, whichever period is shorter.

Photographs	In general terms it is the year of the photographer's death plus 70 years or, if anonymous, 70 years from creation or, if made available to the public, 70 years from the end of the year in which that occurred. However, there is a complication in relation to photographs taken before 1 January 1996. This is clearly and concisely explained on the government's intellectual property web-site. See www.intellectual-property.gov.uk and particularly www.intellectual-property.gov.uk/std/faq/copyright/photos_last.htm
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It doesn't matter who holds the copyright when the author dies, the term is tied in with the original creator. Copyright can last a long time.

Two examples:

- If a 20 year-old creates a computer program (defined as a literary work according the 1988 Act) today, and lives until he is 90, he and his dependents will have 140 years of copyright protection - the 70 remaining years of his life and 70 years following his death.
- A copy of the complete works of Shakespeare that was printed in 1975 can be freely used - Shakespeare is long gone and the publisher's typographical copyright (25 years) has lapsed.

The National Archives post very useful copyright duration charts for published and unpublished literary, dramatic and musical works, artistic works and Crown & Parliamentary copyright. See www.nationalarchives.gov.uk, click on 'copyright' in the footer, click on 'copyright guidelines' and scroll down to Appendix 1.

4.3.2 Does the publication right provide protection after copyright expires?

Yes. If a literary, dramatic, musical or artistic work or film whose copyright has expired has never been made available to the public, it may be protected by publication right when it is made available to the public for the first time. Publication right is granted automatically to the first person to make a relevant work or film available to the public within the European Economic Association. It expires 25 years from the end of the year in which the work is made available, and gives rights broadly similar to those given by copyright.

4.4 Ownership of copyright

4.4.1 Who is the author of a work?

Type of work	Who is the author under UK law?
Literary, dramatic, musical or artistic work	The person who creates it.
Photographs	Photographs made on or after 1 July 1912 and before 1 August 1989 - the owner of the film/negative is the 'author', unless the photograph was commissioned. If commissioned, the commissioner is the copyright owner. Photographs made before 1 July 1912 or on or after 1 August 1989 - the photographer is the 'author', unless employed and the photograph was taken in the course of that employment. If the photographer took the photograph in the course of their employment, the employer is the copyright owner.
Sound recording	The producer (that is, the person who undertakes the arrangements necessary for the making of the recording)
Film	Films made on or after 1 July 1994 – the producer (that is, the person who undertakes the arrangements necessary for the making of the film), and the principal director. Films made before 1 July 1994 – the producer only.
The typographical arrangement of a published edition	The publisher.

Computer generated literary, dramatic, musical or artistic work where there is no human author	The person by whom the arrangements necessary for the creation of the work are undertaken.
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4.4.2 Is the author the first (or original) holder of copyright?

The general rule is that the first owner of copyright in a copyright work is the author of that work, unless it is made by an employee in the course of his or her employment in which case the employer is the first owner of copyright. This is subject to agreement to the contrary, either expressly in, say, an employment contract, or implied in some generally accepted course of dealing in a particular area such as the higher education sector.

It is important to note that when a freelance is commissioned to create a particular copyright work, be it text or software or a photograph, the person / institution commissioning the work does not automatically own the copyright in the work. To acquire copyright ownership, an assignment of copyright from the freelance is required. To acquire use of the work only, a licence may be executed, the ownership of copyright remaining with the freelance. For commissioned work then, it is advised that ownership of copyright be agreed upon before commencement of the creation of the work.

4.4.3 If there is more than one author, is copyright shared?

Maybe. Where two or more people have created a work protected by copyright and their contributions cannot be distinguished, those people are joint authors and the copyright is shared. Examples include where one person has drafted an article and another person has amended and added to it; a broadcast made by more than one person; and the works of Gilbert and Sullivan. The law says that two people, the producer and principal director, are joint authors of a film.

However, where the finished work includes distinct and separate works by different authors, each contributing author would own only the copyright in their own work included in the 'collection'. This could apply, for example, to an anthology of poetry with each poem written by a different person.

In the case of works made by employees during the course of their employment, different rules apply. If all the joint authors were employees of the same employer, then the employer would automatically own the copyright (unless the contracts of employment stated otherwise). But if one of the joint authors was not an employee of that same employer, then copyright in that joint work would be jointly owned by all the joint authors.

Those are the basic rules about first copyright ownership of works of joint authorship. However, the law allows the joint authors to have a contractual agreement between them stating who will own the copyright. These agreements override the above rules. Similarly, the law allows employees who are joint authors to have an agreement with their (same) employer stating who will own the copyright.

4.4.4 Do I own copyright if I own a copyright work?

Not unless you are the first owner of copyright, or copyright has been transferred to you. Copyright exists independently of the medium on which a work is recorded. For example, if you have bought or inherited a painting, you only own the copyright if that has also been transferred to you. Where a copyright work has been published (e.g. books), many copies may have been sold to the public. If you have bought one of these copies you have not bought the copyright that exists in the content. So, you cannot do what you like with it unless you have the permission of the copyright owner.

4.5 Copyright exceptions

4.5.1 What are the relevant exceptions to copyright?

In certain circumstances, it is permissible to use copyright material without the permission of the copyright owner. The most relevant of these 'permitted acts' are described below.

Fair Dealing – Research for a non-commercial purpose and private study

Fair dealing has been interpreted by the courts on a number of occasions by looking at the economic impact on the copyright owner of the use; where the economic impact is not significant, the use may count as fair dealing.

Fair dealing with a literary, dramatic, musical or artistic work other than a sound recording or film for the purposes of research for a non-commercial purpose does not infringe any copyright in the work, provided that it is accompanied by a sufficient acknowledgement, usually bibliographical details. The fair dealing research and private study exemption does not apply at all to sound recordings or films.

Fair dealing with a literary, dramatic, musical or artistic work for the purposes of private study does not infringe any copyright in the work.

Fair dealing in the context of a literary work usually means making one copy for research for a non-commercial purpose or private study. Multiple copies are not considered fair dealing. Placing another's copyright images or journal articles on the Internet is widely considered to be multiple copying and is not considered fair dealing. Accordingly, this form of fair dealing may apply to a student who downloads and uses material in their own work, but it is unlikely that multiple copying of that work for class or posting on an intranet would be covered by this exemption.

Copying for a commercial purpose, whether by photocopying, scanning, or downloading and copying from the Internet, is excluded from the statutory exception of fair dealing or library privilege. It is important to remember that in copying from e-journals the user is bound by the e-journal licence terms and conditions, which may or may not permit downloading and copying for commercial purposes. Users should check with the journals terms of use to ascertain the situation for each journal.

It is not fair dealing to observe, study or test the functioning of a computer program in order to determine the ideas and principles which underlie any element of the program, unless this is done while loading, displaying, running, transmitting or storing the program which the user is entitled to do.

For further information on fair dealing, see the guidelines for fair dealing in an electronic environment issued by the Publishers Association and the Joint Information Systems Committee (JISC) at www.ukoln.ac.uk/services/elib/papers/pa/fair/intro.html

Fair Dealing – Criticism, review and news reporting

Fair dealing with a work for the purpose of criticism or review (such as a book review) of that or another work or of a performance of a dramatic work, does not infringe copyright, provided that it is accompanied by a sufficient acknowledgement (usually bibliographical details) and provided that the work has been made available to the public. Accordingly, there is not fair dealing exception for criticism and review of an unpublished work.

For the use of extracts from literary works for the purpose of criticism or review, the Society of Authors (www.societyofauthors.net) has issued the following guidelines:

- A single extract of up to 400 words or a series of extracts (of which none exceeds 300 words) to a total of 800 words from a prose work
- Extracts to a total of 40 lines from a poem, provided this does not exceed a quarter of the poem

Fair dealing with a work (other than a photograph) for the purpose of reporting current events does not infringe any copyright in the work provided that it is accompanied by a sufficient acknowledgement.

'Fair dealing' for the purposes of 'criticism or review' may apply if short extracts of copyright material are posted on an intranet or possibly the Internet, but the purpose must be that of criticism or review and not use of the extracts solely for anthologising or illustrative purposes.

For further information on fair dealing, see the guidelines for fair dealing in an electronic environment issued by the Publishers Association and the Joint Information Systems Committee (JISC) at www.ukoln.ac.uk/services/elib/papers/pa/fair/intro.html

Not using a 'substantial part'

If the use of a copyright work does not involve using a substantial part, then there will be no copyright infringement. What constitutes a "substantial part" is determined on a case by case basis and there are no set guidelines. In some cases a very small part of a copyright work (such as a summary, the headline, a list

of recommendations or the concluding remark) will constitute a “substantial part”. Also, illustrations and graphs are considered to be separate works to the text of an article, chapter or book. For larger texts a rule of thumb often cited is no more than 800 words in total extracts with no single extract from the work exceeding 300 words. For poems, 40 lines is cited as a good rule of thumb, provided that does not constitute more than 25% of the poem.

Instruction

Copyright in a literary, dramatic, musical or artistic work is not infringed by its being copied in the course of instruction or of preparation for instruction, provided the copying:

- Is done by a person giving or receiving instruction
- Is not by means of a reprographic process (e.g. photocopying, digitisation)
- Is accompanied by sufficient acknowledgement, i.e. bibliographical details,

and provided that the instruction is for a non-commercial purpose.

This defence to infringement is available for copies made by hand of, say, an artistic work.

Copyright in a literary, dramatic, musical or artistic work which has been made available to the public is not infringed by its being copied in the course of instruction or of preparation for instruction, provided the copying:

- Is fair dealing with the work
- Is done by a person giving or receiving instruction
- Is not done by means of a reprographic process
- Is accompanied by sufficient acknowledgement.

Note that licence conditions in e-journals may apply.

Copyright in a sound recording, film, or broadcast is not infringed by its being copied in the making of a film or film soundtrack in the course of instruction or of preparation for instruction in the making of films or film soundtracks, provided the copying:

- Is done by a person giving or receiving instruction
- Is accompanied by a sufficient acknowledgement

And provided that the instruction is for a non-commercial purpose.

Examination

Copyright is not infringed by anything done for the purposes of an examination by way of setting the questions, communicating the questions to the candidates or answering the questions provided that the questions are accompanied by sufficient acknowledgement i.e. bibliographical details, unless impractical to do so. It is generally accepted in the UK that the use of copyright material in a thesis or dissertation to be examined is included in this exemption. This exemption does not apply to the reprographic copying of musical work for use by an examination candidate in performing the work.

Permitted acts under collective licensing schemes

Collective licensing schemes such as the University's licence with the Copyright Licensing Agency allow for the photocopying of certain materials, or the recording of broadcasts for educational purposes. The collective licensing schemes do not yet cover most digitised material, and so they do not cover either printing out from electronic sources or the photocopying of print-outs derived from electronic sources. Nor do they cover the downloading and copying of electronic material. For course use only, permission to scan printed pages, store and distribute such electronic documents over a secure network is available under the terms of the CLA Higher Education Digitisation Licence ('Digitisation Licence').

The Digitisation Licence covers firstly, scanning extracts from a paper original (such as a book, journal or a periodical) and converting the scanned file into a suitable form, and, secondly, making the material available to students for course use on a secure intranet.

The Digitisation Licence is entirely transactional with clearances provided through the CLA Rapid Clearance Service (CLARCS). Before any material is scanned under the Digitisation Licence, an authorisation number must be obtained through CLARCS at tel: 020 7631 5545. The University's CLARCS account number is

CAM 612. Each University faculty / department has its own further account number which must be given to CLARCS; these are available from the University's Copyright Officer.

Fees are determined for each transaction, determined by the rights holder for the material to be used. When you telephone CLARCS, you will be asked for bibliographic information about the material and the use to which it will be put, the number of intranet users, and a fee will be quoted, usually a fee of approximately 5p per page multiplied by the number of students enrolled on the teaching module for which the material is required or recommended reading. The digitised files must have compulsory headers and disclaimers added to them.

Note: at the time of writing (June 2005) an trial extension to the CLA licence to cover digitisation is being negotiated. The extended licence will allow the use of digitized material in secure intranets/VLEs (precise conditions of use not yet known). It is likely that records of digitization would be kept within the University to be accessed on demand by the CLA. It will be necessary for universities to pay an additional fee to benefit from this licence. Contact JISC Legal www.jisclegal.ac.uk for current information.

Another service which offers 'copyright clearance' and digitised versions of books and journal extracts for academic use is provided by HERON. The University has not signed up to the scheme, but should there be a marked demand for this type of sue, the University will consider subscribing to it. Information on the HERON scheme is available at www.heron.ingenta.com

All other content stored in an electronic format and published on websites is subject to the permission regime operated by the copyright owner (which may be formalised in an agreement or licence). Discussions are underway to incorporate electronic material and it is hoped that this will soon be an option. In the meantime, it is good practice to check the website for specific statements about downloading, printing and re-use. In the absence of such information the webmaster may be contacted for lawful permission. Further information on collective licences held by the University of Cambridge can be found on page 15 of http://www.admin.cam.ac.uk/offices/research/copyright/rsd_copyright.pdf.

Permitted acts by copyright owners/rights holders given directly to a user

Notices, terms of use, licence terms and conditions, or guidelines which form part of or are posted with the owner's copyright material or on a website may provide express permission for certain (or any) uses of the copyright material. For use of others' copyright materials found on websites, it is advised that those notices, often referred to as Terms of Use, are consulted and adhered to. Copyright owners/webmasters often have detailed restrictions on the use of materials found within their websites, examples being: "one copy may be downloaded for private use only"; "copies are allowed for use only in educational establishments"; "materials are provided for viewing purposes only – for further use the owner of copyright in materials on this site must be contacted for permission to use the materials."

Implied licences

An implied copyright licence arises where all the circumstances suggest that the copyright owner expected their copyright material to be used in the way contemplated. Some people claim that anything which is published on the web is fair game and therefore the subject of an implied licence. This is not the legal position. It is only possible to argue that an implied licence exists where all the circumstances suggest the copyright owner expected the copyright material to be used in the way contemplated.

4.6 Links to legislation and further information

4.6.1 UK legislation

The principal legislation on copyright is the Copyright, Designs and Patents Act 1988 as amended. There is no official consolidation of this Act; it has been amended on a number of occasions since it came into force on 1 August 1989. The UK Patent Office (www.patent.gov.uk) is responsible for Intellectual Property in the UK and has a large amount of excellent information on copyright, design, patents and trade marks. The Copyright, Designs and Patents Act 1988 Act and the most important pieces of amending legislation can be found on this site (<http://www.patent.gov.uk/copy/legislation/index.htm>). This site also contains an unofficial consolidated version of the Act.

4.6.2 International legislation

Information on and copies of the various international treaties and conventions can be found on the [World Intellectual Property Organisation website](#).

Information on copyright laws in over 50 countries can be found at the University of Pennsylvania's Online books site (<http://onlinebooks.library.upenn.edu>) – see the page <http://onlinebooks.library.upenn.edu/okbooks.html>.

A large selection of web sites providing information on copyright in other countries may be found at the Infolibrarian website (<http://www.infolibrarian.com/cright.htm>).

4.6.3 More FAQs and guides to good practice

The UK Government backed Intellectual Property website www.intellectual-property.gov.uk/std/resources/copyright/index.htm contains an extensive array of frequently asked questions on all areas of intellectual property. The site is far more extensive than this site, particularly in relation to other IP rights and organisations representing copyright owners and users (such as collecting societies).

The Arts and Humanities Data Service (<http://ahds.ac.uk>) also has an excellent frequently asked questions section at <http://ahds.ac.uk/copyrightfaq.htm> with particular focus on duration of copyright, the Internet, images and performing arts. Its guides to good practice (under the headings 'creating resources') are also very useful.

The web site of the UK Copyright Service (www.copyrightservice.co.uk) (which provides copyright registration for original works) contains detailed information pages on intellectual property rights, especially copyright.

The University of Leeds Library (www.leeds.ac.uk/library) has a very comprehensive site of frequently asked questions relating to copyright (<http://www.leeds.ac.uk/library/rights/>). This copyright site also contains a very extensive list of links to other sites (including sites dealing specifically with UK law; European law; rights-holders' organisations and licensing agencies; tracing rights holders; copyright and higher education; international copyright; open archives sites; electronic theses; freely usable electronic material; data protection and privacy; and plagiarism).

4.6.4 Locating copyright holders

See [How do I find out who owns the copyright of a particular work? What if it is unclear who holds copyright?](#)

4.6.5 Sample licence terms and conditions

You may like to view the licences on offer at Creative Commons UK (www.creativecommons.org.uk) to gain a feel for terms which are commonly included in copyright licences. Creative Commons is an initiative which helps authors to publish their work online while letting others know exactly what they can and can't do with the work.

4.6.6 Use of images

For links to copyright-friendly graphics, see the list provided at [Where can I find images on the web?](#)

4.6.7 Specific guidance

The Arts and Humanities Data Service (<http://ahds.ac.uk>) provides guidance and contact details for those planning or creating digital resources (especially in the areas of archaeology, history, visual arts, performing arts, literature, languages and linguistics). The AHDS has a dedicated advice team to respond to particular questions. It also provides a guide to good practice for the development of digital resources as well as various information papers and case studies. See <http://ahds.ac.uk/creating/index.htm> for further details. AHDS is funded partly by JISC Legal.

JISC Legal (www.jisclegal.ac.uk) is a free information service offering legal information to further and higher education relating to the use of information and communications technologies. JISC Legal offers an enquiry service (info@jisclegal.ac.uk, or 0141 548 4939). JISC and Publishers Association guidelines on electrocopying may be viewed at <http://www.ukoln.ac.uk/services/elib/papers/pa>.

4.7 If I am unsure, who do I contact?

If your question relates to e-journal licences or collections held by the University of Cambridge Library, contact library@lib.cam.ac.uk

If your question relates to research grant terms and conditions, contact the Research Collaboration Office, (3)33543, rco.enquiries@rsd.cam.ac.uk.

For commercialisation of copyright works, contact Cambridge Enterprise, (7)60339, enquiries@enterprise.cam.ac.uk.

If your question relates to licences held by the University of Cambridge for photocopying, broadcast recording or copying of newspapers, or is of a general nature on copyright matters, contact the Legal Services Office, Copyright Officer, (7)66842, trk21@cam.ac.uk.

If your question is technology-related, contact the Centre for Applied Research in Educational Technologies (CARET), the creator of this site. CARET's services are available to anyone at the University of Cambridge who wishes to use technology to support research, teaching or learning. We aim to enrich the experience of education for students, teachers and researchers by providing a range of generic tools free of charge or producing tailor-made solutions where funding is available. CARET also promotes the debate and evaluation of developments in educational technologies. For further information, see www.caret.cam.ac.uk.