Copyright and Graduate Studies

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What do you think of when you hear the word, “copyright?”
Copyright is a set of limited rights established by law. It provides the right to perform, produce or reproduce a work or a substantial part of it. Copyright provides protection for literary, artistic, dramatic or musical works (including computer programs) and other subject matter known as performer's performances, sound recordings and communication signals.

Trademarks distinguish a product or service and generally protects the public from being confused about the source of a good, service, or establishment.

Trade secrets include any valuable business information that derives its value from the secrecy. This can include customer profiles or lists, product ingredients, etc.

Patents provide exclusive rights to innovations. Its excludes others from making, using or selling your invention. Canadian patents apply within Canada for 20 years from the date of filing and cover new inventions (process, machine, product, composition of matter) or any new and useful improvement to an existing invention.

Industrial designs relate to the visual appearance of a product. An industrial design is the visual features of shape, configuration, pattern or ornament, or any combination of these features, applied to a finished article.
Do you personally and currently hold the copyright in any works?

http://etc.ch/eK7d
Do you personally and currently hold the copyright in any work(s)?

Yes!

Copyright (or neighbouring rights) exist(s) in original works you produce and performances you provide.

Copyright is immediate, transferrable, and time limited.

Copyright in works you produce as part of your job normally belongs to your employer unless there is an agreement to the contrary.
Does copyright protect research data?

It depends.

The *Copyright Act* does not protect “facts” but does protect the original selection and arrangement that goes into creating a compilation of facts (i.e., a data set).*

If the datum is a work in which copyright subsists, then it might be protected by copyright. For example, when the “data object” is a photograph or an existing textual work.

The Copyright Act gives rights holders the sole right to produce, reproduce, perform, or publish a work. This right is immediate, time limited, and transferrable.

The Copyright Act includes exceptions that give users the right to deal fairly with those works.

The judicial branch of government (the courts) interprets the Copyright Act, making decisions about specific cases of alleged infringement.
You have rights! As a graduate student, you are a...

... copyright holder:

- You would normally hold the right to reproduce, produce, publish, etc. the content you create as part of your program, including your thesis.
- You have the right to transfer these rights (e.g., to a publisher).
- As per FGSR policy, you will be asked to share your thesis online via a [non-exclusive licence](#) (this doesn’t change your copyright status).

... user of creative works:

- You have the right to deal fairly with works for which you do not hold the rights (e.g., make copies for specified, limited uses).
- You can freely use insubstantial amounts of a work (e.g., short quote of an article or book) or works that are part of the public domain (e.g., copyright term expired, rights waived via CC0).
- You should watch for flexible terms of use (e.g., Creative Commons licences).
How well do you feel you understand what we have discussed so far?
FGSR’s Policy on Public Access to Thesis Results includes authorizing the University of Alberta to share your thesis with Library and Archives Canada and the University of Alberta Libraries. Your thesis will be made widely available online through both these providers, enabling people around the world to access and learn from your graduate work.

While the Copyright Office cannot provide legal advice, we suggest that graduate students follow these steps to help avoid potential copyright infringement scenarios:

1. Determine who holds the copyright to the content in your thesis.
2. Identify acceptable uses of the content for which you do not hold the copyright.
3. Seek permission to include content that is not otherwise available for use in your thesis.
Case study 1: acceptable uses of third party content

Can I use this image in my thesis? I found it by searching Google and didn’t have to sign in or pay to access it.

https://www.flickr.com/photos/kovetmoire/4535161405/
http://www.gettyimages.ca/license/113493446
Creative Commons (CC) Open Licensing: https://creativecommons.org/

CC licences make it easy for creators to share their works with the public under more permissive terms than the default “all rights reserved” approach. Watch for these licences when looking for third party content to include in your thesis.
Case study 1 note: UAL licensed resources

Terms and Conditions of Use

I have read, understand and agree to the terms and conditions of use.

Note that the descriptive information has been embedded into the corresponding image file. For help on how to view embedded metadata, click here.

8.3 Non-End User. Authorized Users shall provide non-End Users with no copies of any of the Content in any form.

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IT DEPENDS
ON TERMS OF USE
(primarily)
I am planning to use the following third party content in my thesis:

- Images, graphs, or tables
- Full articles or chapters
- Large sections of text from an article or book
- Other
- None, I own the rights to everything in my thesis
Case study 2: third party publisher content

There is an image/figure/table published in a journal article and I want to include it in my thesis. Do I need to ask permission?

QUESTIONS:
1. Does the work have flexible terms of use or an open licence (e.g., CC licence) that supports my use of the work?
2. Does the publisher make it easy for me to obtain permission / a different type of licence to support my use of the work?
Make sure you understand and are comfortable with the terms of the licence. If needed, email copyright@ualberta.ca for assistance or use the Copyright Office sample permission letter (thesis) to ask the rights holder for permission to use the work.

Publishers rarely charge a fee for academic, non-commercial re-use.

Screen capture from http://www.copyright.com/get-permissions/ used under ss. 29-29.4 of the Canadian Copyright Act.
Case study 3: fair dealing exception to infringement

My thesis critiques an entire poem. People who read my thesis need to read the poem to understand my arguments. Can I reproduce the poem in my thesis?

Only a court of law can determine if a dealing is fair.

How would you address copyright issues related to including an entire poem in a critical thesis?

- Ask permission (risk denial by rights holder)
- Rely on fair dealing (risk an infringement claim)
- Remove it after my defense committee reviews the thesis (risk thesis integrity)
IT DEPENDS ON YOUR ASSESSMENT
Case study 4: publisher policies

I published a journal article and want to include it in my thesis. Do I need to ask permission?

1. What does my publishing agreement say?

2. What is the publisher/journal policy for inclusion in a thesis?

Shortcut: Major Academic Publishers and Standard Policies Related to Academic Theses

http://www.sherpa.ac.uk/romeo/search.php
IT DEPENDS ON PUBLISHER POLICY
Seeking permission

I want to seek permission to use someone else’s work in my thesis. How do I do that?

Screen capture from http://www.copyright.com/get-permissions/ used under ss. 29-29.4 of the Canadian Copyright Act.
Plan ahead. Will you need to use this work in other ways in the future?

Retain copies of correspondence and agreements.

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If you intend to publish your thesis on any other website or in any other publication, you will be responsible for obtaining any additional permissions which may be required for this other use of that copyrighted content. For assistance with this type of permission, contact the Copyright Office at copyright@ualberta.ca.

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As copyright holder or representative of the copyright holder(s), I am aware that the author of the Thesis will be granting non-exclusive, non-commercial licences to the University of Alberta and Library and Archives Canada, and agrees to the terms of these licences.
"THEY DENIED MY REQUEST!"

Or, "I can’t afford to pay what they want for use of the work."
What happens if the rights holder won’t give me permission to use their work in my thesis?

- Consider using different content for inclusion in your thesis.
- Alternatively, the material can be submitted as part of your thesis to your Committee for internal review but must be removed from your thesis prior to final submission. In your final thesis submission, leave a space where the content was located and, in its place, provide the following statement followed by a description of the item or a summary of its content and a full citation (with stable URL if relevant):
  “This [describe item] was removed because of copyright restrictions.”

Example: This GRAPH was removed because of copyright restrictions. It depicted the results of an experiment related to TOPIC X. Original source: CREATOR/AUTHOR. (YEAR) TITLE. SOURCE / PUBLISHERS. PAGINATION. STABLE URL.

[Note that bibliographic elements and arrangement will vary depending on source and style guide.]
Tips for talking with faculty members

1) Ask about copyright when offered a job that might produce work you want to include in your thesis or re-use in another way.
   ○ “Will I be able to use the work I create from this job in my thesis [or other ways… e.g., book chapter, conference presentations, etc.]?”

2) Always ask for and retain a copy of the publishing agreement and post-print* for jointly authored articles (*aka author accepted manuscript, post-peer review version).
   ○ “Can you please send me a copy of the publishing agreement and post-print for my files?”

3) Question the need to embargo your thesis on copyright grounds.
   ○ “I attended a talk by the copyright librarian and she said that many publishers’ policies have changed over the past five to ten years (and prepared this document). Can you point me to the place on our publisher's website that states that an embargo is still necessary?”
Summary

- You both own and use copyright-protected works.
- You should know who holds the rights to works included in your thesis. If you don’t, ask.
- You have three options when including copyright-protected third party content in your theses:
  - flexible licence or terms of use
  - permission from rights holder
  - fair dealing exception.
- You should understand journal publisher policies and author agreements for the articles you publish.
Resources and Suggested Readings

Graduate Student Section. Copyright Office Website. [http://www.copyright.ualberta.ca/](http://www.copyright.ualberta.ca/)

“10. Intellectual Property.” FGSR. Graduate Program Manual. [https://www.ualberta.ca/graduate-studies/about/graduate-program-manual/section-10-intellectual-property](https://www.ualberta.ca/graduate-studies/about/graduate-program-manual/section-10-intellectual-property)

  10.1 Intellectual Property Guidelines
  10.2 Guidelines for Authorship
  10.3 Guidelines for Ownership of Research Materials
  10.4 Graduate Students Supported by Research Contracts or Affiliated Institutions


Questions?

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Copyright Librarian

Copyright Office, University of Alberta

amanda.wakaruk@ualberta.ca
@awakaruk (personal)
How do you feel about copyright (and your graduate studies) now?