

## **MUSEUM LONDON**

### **BOARD POLICY**

#### ***COPYRIGHT***

##### **Preamble**

As a creator of scholarship and research, Museum London recognizes the initiative of creators and the importance of the integrity of works. Museum London is committed to the prudent and fair use of its resources, and will work to protect its copyright interests.

As defined by federal statute in Canada, Copyright comprises both the economic rights to reproduce, create derivatives, distribute, display, perform, and alter the work and Moral Rights protecting the reputation of the creator. Economic rights can be assigned, transferred or licensed. Moral Rights remain with the creator for the duration of the Copyright and cannot be transferred or assigned, but may be waived.

This policy is subject to the Copyright Act, RSC 1985, c. C-42, as amended.

##### **Policy**

###### **Ownership of Economic Rights**

Museum London owns the economic rights in works produced by Employees as part of their employment duties, in the absence of an agreement to the contrary.

Museum London owns the economic rights in works derived, in whole or in part, from the use of its collections and its resources, in the absence of a written agreement to the contrary.

###### **Works Resulting from Museum London Funded Activities or Research Projects**

Museum London owns the economic rights in works created in conjunction with a Museum London funded activity or research project, in the absence of a written agreement to the contrary. In particular, Employees and/or Volunteers undertaking Museum London Funded Research will agree with Museum London in advance and in writing as to the nature of works to be produced and the ownership of economic rights in those works.

Where Museum London agrees that ownership of economic rights will belong to a party other than Museum London, Museum London should acquire a royalty-free, non-exclusive, world-wide, and irrevocable license to use and reproduce the work for education and research purposes.

###### **Contracts with Third Parties**

Contracts for the production of a work for Museum London by a third party, including Volunteers, will be in writing and address moral rights and the ownership of economic rights. Museum London should

acquire at a minimum a royalty-free, non-exclusive, world-wide, and irrevocable license to use and reproduce the work for education and research purposes.

### **Externally Sponsored Projects**

Before Employees and/or Volunteers participate in Museum London related projects that are externally sponsored, they will enter into a written agreement with the Museum London (and where necessary, other parties) acknowledging:

- a) The nature of the work to be produced and the roles and responsibilities of the parties involved; and
- b) That interests to economic rights in such works, unless reserved to the sponsor or otherwise provided for in the project agreement, will belong to Museum London.

### **Moral Rights**

Museum London will:

- a) Acknowledge the contribution of individuals as creators, where appropriate; and
- b) Consult with creators regarding changes or alterations to works, where appropriate. (However, in order to facilitate and further Museum London work, Employees will waive moral rights in works for which Museum London owns the economic rights.)

### **Use of Museum London Resources**

Employees and Volunteers must obtain permission to use Museum London Resources for works produced on their own time. Requests will be considered on a case-by-case basis and the ownership of the economic rights and any waiver of moral rights in such works will be addressed in a written agreement. Employees and Volunteers are not authorized to use Museum London Resources for personal or commercial uses without a prior written agreement.

Prior to any use of Museum London Resources by non-employees or non-volunteers, a signed agreement will be required that addresses ownership of economic rights and waiver of moral rights. Museum London will own economic rights unless it is in writing to the contrary.

### **Collections**

With respect to all accessioned objects, Museum London will:

- a) Respect the creator's right to the integrity of the work and the creator's right, where reasonable in the circumstances, to be associated with the work as its creator by name; and
- b) Acquire all economic rights necessary to permit anticipated exhibition and reproduction uses.

## **Copyright Responsibilities and Administration**

The Executive Director in consultation with pertinent senior managers will develop and implement appropriate management practices and procedures relating to Copyright.

### **Explanation of Terms**

*Copyright:* A collection/aggregate of intangible property rights as defined by statute and includes but is not limited to the following economic rights in a work: reproduction, translation, and the public performance and/or display of certain works.

*Employee:* An individual who fills a position approved by the Executive Director and who receives a salary or fee. Museum London employees include senior management, supervisory and exempt staff, unionized employees, and individuals employed by Museum London for a limited duration.

*License:* A contract in which a copyright owner grants to another permission to exercise one or more of the economic rights under copyright.

*Moral Rights:* A right, as defined by statute, to the integrity of the work and where reasonable in the circumstances, to be associated with the work as its author by name or under a pseudonym and the right to remain anonymous.

*Museum London Funds:* Funds, regardless of source, that are administered under the control or authority of Museum London.

*Museum London Resources:* A term that includes Museum London facilities, equipment, funds, human resources, and intangible properties including trademarks, information records and research data.

*Volunteer:* An individual who provides his or her time and service to any activity that supports the objectives of Museum London, and is authorized and sponsored by Museum London with no expectation of remuneration.

*Work:* A work, as defined by statute, includes but is not limited to artistic works (including paintings, drawings, maps, charts, plans, photographs, videos, engravings, sculptures, works of artistic craftsmanship, architectural works, and compilations of artistic works), collective works (including encyclopedias, dictionary, year books or similar works, newspapers, reviews, periodicals), dramatic works, literary works (including tables, computer programs, and compilations of literary works), musical works, and sound recordings.

**Last Revised Date:** 27 June 2018

### **MONITORING:**

#### **Adherence**

The Policy Committee will report to the Board on any areas of non-adherence within a timely manner.

**Policy Review**

*Method:* Internal Report

*Responsibility:* Policy Committee

*Minimum Frequency:* Three Years