We are:

◉ Roger Gillis, Copyright & Humanities Librarian
◉ Lachlan MacLeod, Copyright Services Co-ordinator
Agenda

- Overview of copyright & fair dealing
- Copyright at Dalhousie
- Fair dealing: Implications for teaching, research, and writing
- Copyright for theses
- Alternatives to traditional copyright arrangements
- Managing your rights
Copyright Overview

- Copyright is a balancing act
- Copyright differs by country
Copyright Overview

- Includes both economic and moral rights
- Temporary (copyright is limited)
- Cannot apply to facts or ideas, only the expression of facts or ideas.
- To be “infringing” must be a substantial excerpt, copying an insubstantial part of a work (a few sentences) is generally not infringement.
- Exemptions from *The Copyright Act* (eg. Fair Dealing)
The Current State of Copyright

- Dalhousie Leaves Access Copyright in 2015
- Individual license agreements with vendors and fair dealing
- York University Case
Copyright at Dalhousie: What is Going on Here?

Notice to Faculty and Staff

Materials uploaded into Brightspace are governed by Canadian Copyright Law.

By clicking "I confirm" I am asserting:

- that I am aware of Dalhousie’s copyright guidelines,
- that the materials I will upload will be in compliance with Dalhousie’s guidelines and policies,
- and that if I have any questions about copyright or Dalhousie’s guidelines I will contact the Copyright Office at Copyright.Office@dal.ca

Additional information on copyright at Dalhousie can be found on the Copyright Office website at http://www.dal.ca/dept/copyrightoffice.html

Why am I seeing this message?

[I Confirm]  [I Would Like More Information]
Is your course is “copyright compliant”?

You are uploading works which you own the copyright to; Or, you have permission from the copyright owner to upload; Or, are in keeping with an exemption in the Copyright Act (like Fair Dealing).
FAIR DEALING

What is it?
FAIR DEALING TEST: PART 1:

Are you copying for one of the following purposes?:

- Research
- Private Study
- Criticism
- Parody
- Review
- News reporting
- Education
- Satire
Apply these factors to your dealing:

- Purpose
- Amount
- Character
- Alternatives
- Nature
- Effect
Dalhousie Fair Dealing Guidelines
FAIR DEALING POLICY

You can take a short excerpt of a copyrighted work and.....

◉ Email it to a student/fellow researcher
◉ Include it in your Power Point slides
◉ Put up it on display
◉ Place it in a course pack, in Brightspace, as a handout.....
A short excerpt is defined as:

a) up to 10% of a copyright protected work (including a literary work, musical score, sound recording and an audiovisual work);
b) one chapter from a book;
c) a single article from a periodical issue (i.e. journal article, magazine);
d) an entire artistic work (including a painting, print, photograph, diagram, drawing, map, chart and plan) from a copyright protected work containing other artistic works;
e) an entire newspaper article or page;
f) an entire single poem or musical score from a copyright protected work containing other poems or musical scores;
g) an entire entry from an encyclopedia, annotated bibliography, dictionary or similar reference work.
Limitations

- These guidelines don't cover lectures open to the public
- They do not cover publications that are distributed outside of the university community
- You can't make multiple copies with the intention of making all of/or more of a work available (i.e., copy 10% 10 times)
- Licenses for material override fair dealing, and may be more or less lenient than fair dealing
The library negotiates licenses with many of its database vendors, which have different terms of use.

A list of them, and a summary of their licenses can be found:

http://licenses.library.dal.ca/
Students own copyright
License granted to the university (non-exclusive)
Library places thesis online via Dalspace (http://library.dal.ca/dalspace)
Thesis is also stored with Library and Archives Canada
Thesis FAQ
Guidelines for grad students
Commonly asked thesis questions
Copyright and Theses

- Fair dealing can apply to thesis work
- Fair dealing guidelines do not apply
- You must conduct a fair dealing analysis, to see if your intended use is fair
- Analysis tools on website, or contact copyright.office@dal.ca
Copyright and Theses

- As a best practice, request permissions
- Content from another author (Journals, etc.)
- Your own published papers
- Co-authored papers / research
- Requesting Permissions
A 54 year old woman with hepatitis C and end stage renal failure of unknown cause (for which she was receiving haemodialysis) had a magnetic resonance imaging scan with gadolinium in 2000. She experienced swelling and erythema of her limbs within 48 hours of the scan. This subsequently developed over months to diffuse aching pains, fibrosis with skin hardening and induration, and progressive weakness in all limbs, with substantial loss of muscle mass (figs 1 2 3). What is the clinical diagnosis?
Title: Skin changes after a magnetic resonance imaging scan
Author: Barian Mohdin
Publication: The BMJ
Publisher: BMJ Publishing Group Ltd.
Date: Feb 8, 2016
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Exemptions and alternatives

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Exemption 1: Publicly Available Through the Internet (for educational purposes)

Must meet several conditions:
- For educational/training purposes
- Give attribution (author / URL)
- No breaking of digital locks
- No prohibitive notice
- Not an infringing copy
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Conditions for screening (audio / video)
-Done on the premises of university
-Audience primarily students/instructors
-Can't be an infringing copy
-No breaking of digital locks
-Doesn't apply to streaming services (Netflix, iTunes, Amazon) – check license/terms of use
Alternatives to Copyrighted material

- Creative Commons (cc)
- PD (Public Domain)
- Open Access
- Open Educational Resources (OER)
Alternatives to Copyrighted material

- Crown Copyright

- Material that is produced by the Canadian Federal/Provincial Government is still considered copyrighted
  
  under new rules it is no longer necessary to seek permission to copy/reuse Federal Government documents for non-commercial purposes

- Rules may differ for other governments, provinces and municipalities (always check if you need permission)
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- [Advice on obtaining permissions (Copyright Office website)]

- [Silence does not equal permission]
Managing your rights
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  - The work is made in the course of the employment.
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Retained Rights and Permitted Uses

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