



Dalhousie Faculty Association

April 3, 2020

RE: Copyright and intellectual property

Dear DFA Members,

In recent weeks, I have been approached by a number of DFA faculty Members with a request that the DFA assist DFA bargaining unit Members in understanding their rights and obligations under the collective agreement in relation to copyright and intellectual property.

A brief overview of those rights and responsibilities follows:

- a) DFA Members who develop, create or produce content for their courses are the owners of the intellectual property of that content. As the owners of the intellectual material, DFA Members are free to share, distribute or otherwise deal with that material as they wish. As the intellectual creators of the material, their ownership also includes the right not to share the material.
- b) The ownership of the copyrighted material is not subject to any constraints by the Board. The Board has no control or ownership of this material and as such has no authority to direct its use or require that the DFA Member share or transfer the content to a third party, including students, colleagues or administrators.
- c) The Board has an obligation to provide assistance to the DFA Member to “prevent publication, recording or broadcasting of lectures not authorized by the Members concerned.” (Clause 23.03, *DFA/Board Collective Agreement*)
- d) DFA Members’ rights to material created by them is not constrained or modified by the assignment of a teaching workload. DFA Members continue to hold copyright in course content developed by them as part of their teaching workload.
- e) DFA Members who sign a written, explicit agreement that their workload shall include the production of teaching materials, including printed lectures and laboratory notes, retain their copyright in those materials. However, the Board may use these materials in their educational programmes. In effect, the Board is licensed to use these materials for a period of time. This right to use the materials ceases five years after the DFA Member has left Dalhousie employment. The right to license the materials does not transfer any copyright or intellectual property rights to the Board. The Board has no authority to alter, transfer or otherwise affect the copyright intellectual property rights of the creator of those materials. Note that usual workload documents in which faculty workload includes the production of teaching materials are not sufficient to create a right by the Board to license your teaching materials.

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- f) DFA Members who produce teaching manuals as part of their workload continue to hold copyright in those materials. If sold within Dalhousie, DFA Members agree to waive any monetary compensation arising out of its use. Members have certain royalty rights if the manuals are sold outside Dalhousie or if the manual is sold at higher than the direct cost to produce the manual.

To summarize, the fundamental principle regarding ownership of the content of materials for courses resides with the DFA Member who is intellectual creator and owner of the materials.

The DFA is here to advise any Member who receives information that appears to contradict the above.

Sincerely,

A handwritten signature in blue ink, appearing to read "Julia Wright", with a long horizontal line extending to the right.

Dr. Julia Wright
President
Dalhousie Faculty Association