

COPYRIGHT POLICY

PURPOSE

Student Media has the obligation to protect the copyright of articles, designs, audio, video, photographs and other material, including websites and audio/visual material and ads, created under its auspices. Without this unique material, students and other members of our target audience would have no need to come to the media for information. As per the copyright law of the United States, materials are copyrighted when created. Works created under the auspices of the Student Media are immediately copyrighted by NCSU Student Media.

Nothing in this policy, however, should preclude a student from displaying his or her work as part of a portfolio or in a contest assuming that all work is appropriately credited as work created for NCSU Student Media.

It is a violation of state law to use state-owned equipment for personal gain.

POLICY

1. Any work ordered by the editor or his or her designee directly or indirectly shall be considered work commissioned for Student Media within the individual's scope of employment. This includes:
 - o Actively taking an assignment from an editor, writer, reporter or other staff member for Student Media;
 - o Verbally (or otherwise) agreeing to take an assignment for Student Media; or
 - o Creating material while representing Student Media by using Student Media equipment, obtaining a press credential using the name of a N.C. State Student Media or otherwise identifying yourself as a member of Student Media.
2. Student Media has first right to all photographs, audio, video, programming, art work, and stories produced as part of the work-for-hire arrangement and within the individual's scope of employment. Such works will not be distributed outside the Student Media in any form, including by email, email distribution list, website, bulletin board or printed publication.
3. Students working for Student Media may use works created as part of their employment for portfolio or contest purposes if all works are represented as created as part of the individual's work for NCSU Student Media.
4. When entering contests, the copyright must remain with NCSU Student Media and shall not be assigned to the contest sponsor.
5. Student Media will only make available for resale works that have been published unless other contractual arrangements have been made in advance.
6. Eighteen months after the work was created, so as not to conflict with the content in current media, Student Media grants the student who created the work the right to publish or distribute the works created in other venues without restriction provided appropriate credit is given indicating that the work was created for the N.C. State Student Media, "Photo by Alex Sanchez, ©2012 N.C. State Student Media," for example.

ACCEPTANCE

To indicate their awareness of the Student Media policy, students will be required to sign a contract. Sample wording in such a contract appears below.

Student Media equipment

Student Media equipment is state property. Student Media equipment may NOT be used for personal assignments or assignments for other entities. The pool equipment has to be shared by all of the staff photographers and videographers. You are responsible for it when you are using it, including, potentially, the costs of any damages beyond any normal wear and tear.

Ownership of work

In accordance with North Carolina State University Student Media policy, Student Media owns all images taken on assignment for the Student Media. This does NOT prevent student photographers from taking pictures on their own, using their own equipment, for profit. It does NOT prevent a student photographer from publishing photos they have taken on their own website for portfolio purposes or otherwise displaying them for portfolio purposes. It DOES prevent a photographer from releasing any photos taken while on assignment from Student Media – as indicated above – before they are published by Student Media. Student Media retains the rights to publish in any form photographs taken while on assignment or published in a student media. The same rules apply to audio and video created during assignment for the Student Media.

I agree to abide by NCSU Student Media accepted policy and practice in regards to photography and videography, including taking of assignments, filing of pictures and video and checking out equipment. I understand that violation of accepted practice, as indicated on this form, or violation of policy may result in not being paid for the assignment or other disciplinary action up to and including termination. I also understand that I will not get paid for any photo or video assignment until that assignment is completed as defined in the attached literature.

HISTORY

Previous contracts have taken all rights away from the student who created the work. For example, a clause in the contract signed by Jason Ivester in 1999 said, "All rights, titles, licenses, etc. will belong to *Agromeck*." This would have prevented the author from using the work in any form or fashion. In 2002, Tim Lytvinenko signed a similar contract that said, "Any work that I do for *Agromeck* will belong solely to *Agromeck*. All rights, titles, licenses, etc. will belong to *Agromeck*." The policy written above gives the NCSU Student Media first rights of refusal on all works created as an employee of Student Media. However, it also grants the student the right to use the story, design, photo or other creation as part of a portfolio or contest entry. And after 18 months, the student creator can use the work as he or she sees fit as long as appropriate credits are given.