



FREQUENTLY ASKED QUESTIONS (FAQ's)
About the ACM
STUDENT COPYRIGHT AGREEMENT

Q: What is the Student Copyright Agreement?

A: The Student Copyright Agreement basically provides that the copyright for anything you create during the course you are taking belongs to the University. The "Student Copyright Agreement" is technically titled "Copyright Agreement" and is between you as the student and the University of Hawai'i, Academy for Creative Media, which is referred to as the "University" or "ACM" for short.

Q: Why am I being asked to sign this Agreement?

A: The short answer is that it is University policy that things created by students—and usually faculty too—during their work at the University are owned by the University. There are many reasons behind this policy, but one of the more important include the fact that disputes about ownership of intellectual property are best avoided by getting matters agreed to in advance. So why does the University get the ownership, and not you? The University is providing you with a valuable opportunity to learn, grow and create during the course. Only a portion of the cost of providing courses is covered by your tuition and fees. Universities commonly use earnings from the licensing or sale of intellectual property to help cover their operating costs.

Q: Does the ACM plan to sell my work?

A: Generally, no. Student projects rarely result in a marketable work, and that is not the purpose of the ACM or the University. But the creative process is unpredictable, and in the event that a marketable work is created, it is best to have the ownership and rights of that work defined in advance.

Q: What does the Agreement mean that I can do, and what can't I do?

A: For the first two years, the University has exclusive rights to your work—you can't sell it, rent it, show or display it, copy it (except for "fair use" as discussed below and certain other limited exceptions) or make "derivative" works from it. After two years, you share these rights with the University, as long as various conditions are met. (See section 7 of the agreement). You always have "fair use" rights, which means that you can copy or use small excerpts of the work to comment on or illustrate points or the like. ("Fair use" does not include using "out-takes" or "stills" or similar use, however). You also give up certain rights referred to as "moral rights" (see section 5 and further discussion below), including the right to require that authorship be attributed to you, and the right to object to distortions or changes in the work.

Q: What exactly is a copyright?

A: A copyright gives its owner a group of exclusive rights, protected by law, to do specified things with the protected work—generally things that are used to make money from the work, such as make copies, make "derivative" works (sequels, products, etc.), to display or show the work, etc. "Exclusive" means that only the owner can do these things, and if someone else tries to, the owner can use the courts to stop that person, and to collect any money the person may have made from the unauthorized copying or use. These rights can be enforced anywhere in the United States, and through treaties, in most other countries in the world.

Q: Does this mean the University owns my ideas?

A: No. Copyrights protect only things "fixed in a tangible medium," not ideas. In other words, copyrights protect only the *expression* of an idea, not the idea itself. A common example is Mickey Mouse—a drawing of Mickey is an expression of the idea of a mouse, and only the expression, as recorded on paper or film, is protected-- not the idea.

Q: What about things I created or owned before I sign this Agreement—if I use those, does the University own them too?

A: If you already have things—say, drawings, images, sounds, computer code, etc.—that you created or owned before the course or the agreement, and you want to incorporate those, you still own them. However, by incorporating them, you give the University the right to use them (called a "license") in connection with whatever work you incorporate them into as part of the course, and the University does not have to pay you anything for using them in this way. But the University can't use them in other ways—you still own them. (See "Retained Rights" in section 6).

Q: So does this mean I don't get any credit for what I do?

A: Even though the University will own the copyright to what you create, you are still the creator, and can be recognized as such with the University's permission. Technically, however, the University is the

“author” of the work for copyright purposes, and you cannot *require* that the University list you as the author. (You also obviously get school credit for doing the course according to the course and University guidelines).

Q: How long does the copyright last?

A: Copyrights generally last for the life of the author plus fifty years, but in situations such as this, where the agreement provides that the work is made “for hire,” the copyright is 100 years from creation or 75 years from first publication, whichever is shorter.

Q: What is this about “work for hire”? I’m not getting paid!

A: “Work for hire” is a legal concept relating to copyrights. It was originally created to deal with materials created by employees (hence the “for hire”) but has been expanded to cover other situations as well. So it doesn’t really have anything to do with whether you’re getting paid or not.

Q: What is the part about “moral rights”?

A: Moral rights are “inherent rights of authorship” that are recognized in many other countries, and to a lesser degree, in the United States. Moral rights are distinct and separate from rights related to economic benefit from copyrighted works. They include the right of “paternity” or “maternity” (the right to be identified as the author of the work), rights to object to distortion or defacement of the work (e.g. colorization of black and white films), and certain rights that relate to the integrity or honor of the author. Under the agreement, you are giving up your “moral rights” in any works you create. (See section 5)

Q: What about the “Student Information” section—am I giving up the right to use my own name?

A: No. Federal law generally prohibits the use of student information except in very limited circumstances. In this agreement, you are allowing the University to use certain very specific information and material about you—your name, likeness, and biographical information—for specific limited purposes of marketing and promoting your work, should the University choose to do so. (See section 8).

Q: What else am I agreeing to?

A: You should read the agreement carefully, because it, and not these FAQ’s, governs. But there are two other provisions worthy of point out: 1) You are promising that anything you incorporate into your work in the class hasn’t been taken or stolen from some other person such that if the University were to exercise its copyright privileges, it would be subject to claims of that other person; and 2) you are promising that if additional documents need to be signed to further implement the agreement, you will sign them, and if you don’t (or can’t, or can’t be found), the University may sign them for you.