

Practice Guideline

March 18, 2007

Students may (in consultation with a representative from their Placing Agency) transfer or assign copyright of Student Material or Work Product* to the Receiving Agency through some type of formal documentation when:

- the intellectual property* in the Student Material could provide future benefits to a Receiving Agency’s organizational systems or activities, and/or patient care.
- the placement is primarily for the purpose of conducting a research project or carrying out an activity or task where the outcome or results are specifically agreed to be used for the benefit of the Receiving Agency and/or its patients.

The student retains “authorship” of the document or material.

Guideline Details

Students are simultaneously the author* and the copyright* holder of Student Material, subject to any other agreement.

All students should sign an acknowledgement of possible transfer or assignment of ownership related to Student Material at the Receiving Agency as part of the practice education experience.

Sample language option

“In circumstances where:

- a. The written material, digital work, artwork, or other work that I may create as a part of my participation in the placement could provide benefits to *Receiving Agency’s* organizational systems or activities and/or patient care; or
- b. My placement is undertaken primarily for the purpose of conducting a research project or carrying out an activity or task where the results are agreed to be used specifically for the benefit of the *Receiving Agency* and/or *Receiving Agency* patients,

I agree to negotiate in good faith with *Receiving Agency* (in consultation with representatives of my School) to enter into a separate agreement dealing with the ownership and licensing of the intellectual property rights in that material.”¹

Students should negotiate with the Receiving Agency, with the help of the Placing Agency, a separate agreement dealing with ownership of intellectual property in Student Material. (see sample agreement – Appendix A).

This guideline does not apply to scholarly works such as essays, reports, assignments or materials produced for the purposes of the education program.

NOTE: legal advice should be sought prior to instituting any part of this guideline.

¹ Adapted from The State of Queensland (Queensland Health). (February, 2006). Student Placement Deed – Intellectual Property Rights. Queensland Government, Australia. Page 17&18 http://www.health.qld.gov.au/SOP/html/student_expectations.asp. Retrieved May 5, 2006.

Roles & Responsibilities

The Receiving Agency is responsible for making its' position on copyright clear to students and supplying proper documentation for student signature should the Receiving Agency wish to have copyright for student produced materials.

Placing Agencies should inform students that they may be transferring copyright to a Receiving Agency and the implications of same.

Students must seek proper consent (according to Receiving Agency policy) when photographing or filming clients. Confidentiality must be maintained in materials produced. (refer to [Practice Education Guideline – Confidentiality](#))

Rationale

On April 25, 1997 the Canadian Parliament passed Bill C-32 to amend the Copyright Act. Canada's Copyright Act sets guidelines that protect the copyright owners namely authors and publishers, while providing reasonable access to copyrighted materials to individuals and libraries alike.

Copyright is a component of the Intellectual Property Law of Canada. Copyright does not protect the "idea" but it does protect the "expression of the idea." Copyright is automatic; effective from the moment the work is created.

If a person develops an idea, expressing it in writing or otherwise and does so on their personal time, then that person is both author of the work and owner of the copyright to that work. If it is developed on company time, then the employer owns the copyright but the writer retains "authorship". In addition, the author retains "Moral Rights" where the author has the right to have his/her name on it or be anonymous and to have his or her reputation protected (protect the integrity of the work).

"Any original work created by a student — be it in the form of an essay, a video recording, Web site, or other material protected by copyright — is protected. The only use that may be made of student-created works is that permitted by the Copyright Act. Thus, the student, or if the student is a minor, the parent/guardian, must authorize the further use of a student's work, ..."²

This becomes confusing when a practice education placement may be for the sole purpose of or result in developing materials for the benefit of the Receiving Agency. Prior to the creation of the material or as soon as possible after its merits are recognized, the Receiving Agency needs to initiate a separate agreement dealing with ownership or copyright. It is difficult to track down a student months to years after the material has been developed for permission to reproduce. If there is no mechanism to negotiate ownership of copyright, then the materials cannot be reproduced without student (author) permission.

² Noel, W. & Breau, G. (2005). Copyright matters – Some Key Questions and Answers for Teachers. 2nd Edition. Council of Ministers of Education; Canadian School Boards Association; Canadian Teachers' Federation. Canada.
<http://www.cmec.ca/else/copyright/matters/CopyrightMatters.pdf> Retrieved May 12, 2006.

Definitions

Student Material or Work Product: any material/original work created in whole or in part by a student while in a practice education placement such as written material (brochures, posters, handouts), digital work (presentations, websites, programming language, video recordings), artwork (paintings, drawings, songs), or other work.

Author: the creator of an artistic, literary, musical, dramatic or digital work (retaining intellectual property rights).

Intellectual Property: A form of creative endeavour that can be protected through a copyright, trademark, patent, industrial design.

Copyright: the right to copy. In Canada, all original works are protected by copyright, including books, journal articles, songs, video recordings, websites, computer software.

References

The State of Queensland (Queensland Health). (February, 2006). Student Placement Deed – Intellectual Property Rights. Queensland Government, Australia. Page 17&18
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Emma Duncan, Library Services. (2000). Copyright Issues. University of Toronto at Scarborough Library. [<http://www.utoronto.ca/~libweb/Copyright.htm>] Retrieved March 14th, 2006.

Canadian Intellectual Property Office. (January, 2005). A Guide to Copyrights.
[http://strategis.gc.ca/sc_mrksv/cipo/cp/copy_gd_main-e.html] Retrieved May 12, 2006.

Regional Clinical Education. (February 2006) Student Practice Education Policy and Procedure DRAFT. Vancouver Coastal Health Authority, Vancouver, BC.

Young, Pat, Librarian. (January, 2004). A Brief Overview of Copyright. Vancouver Coastal Health Authority, Vancouver, BC.

Questions for discussion

Does your organization have a written policy/procedures/guidelines on copyright/intellectual permission and any reference to students?

Who is responsible to negotiate, secure and track agreements, house and catalogue the original materials?

Students in graduate programs may have already signed an agreement with the university on ownership of intellectual property. Should there be a separate agreement to address this difference? See UBC Faculty of Graduate Studies – Intellectual Property Guide <http://www.grad.ubc.ca/students/ipguide/index.asp?menu=000,000,000,000>

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APPENDIX A
Sample form

**Copyright: Assign and Transfer of
(Students/Trainees)**

PERSONAL INFORMATION

Last Name _____ First Name _____
School _____ Program _____

Placement Information

Location _____ Placement Dates:

From (mm/dd/yy)	To (mm/dd/yy)
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Site _____

Type of placement

Group Preceptorship/fieldwork Observation/shadow Project Other

I have been asked to produce the following original work/material as part of the clinical/practice education experience for *Receiving Agency*, and the material is for the future benefit of *Receiving Agency*, its systems or activities, and/or patient care.

Material Name: _____

Material Type: _____

Subject to any other agreement that is in place between us, I acknowledge and agree that *Receiving Agency* owns the exclusive copyright in such materials and related documents, which I have delivered to:

Last Name _____ First Name _____
Title _____ Department _____

I hereby assign and transfer all right, title and interest in and to any copyright to *Receiving Agency* and hereby waive all moral rights therein in favour of *Receiving Agency*.

Signature _____ Signed on _____, 20 _____

Receiving Agency Staff to complete this section

I acknowledge that I have received the master copy and related documents of the above described material.

Signature _____ Signed on _____, 20 _____

Original – to be kept with material Copy – to student

* indicates term is defined under 'Definitions' section