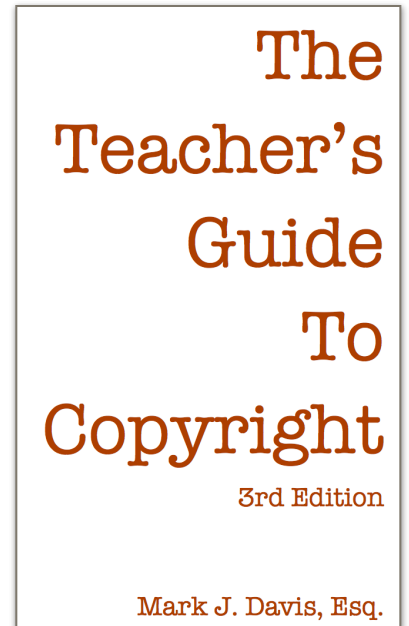


Educators *don't* know what they *don't* know about copyright.

Teachers have access to wonderful multi-media technology, but worry about how best to communicate with their students without running afoul of the law. Faculty, librarians and school administrators have legitimate concerns, but there are no clear answers.

- How much copyrighted material can be used in class?
- Is educational use automatically “fair use?”
- May student projects use audio/visual content?
- What does “public domain” mean?
- Is a Creative Commons license sufficient protection?
- What rules apply for the Internet and distance learning?

Why do these questions matter?
Copyright infringement can cost you
\$150,000.



The new 3rd edition of *The Teacher's Guide to Copyright* uses interactive graphics, video, audio, sample contracts and checklists as a roadmap through the intellectual property minefield for faculty, online course designers, librarians and administrators.

Preview a copy for yourself in the iBooks Store.
 and visit us at www.buzzgig.com

INTERACTIVE 5.1 Joint Author Agreement

Joint Author Agreement

The parties listed below desire to collaborate in the creation of a musical composition entitled **NOTES TO ADDP**.

The parties undertake to **merge their individual contributions into inseparable or interdependent parts of a unitary whole**. The copyright in the composition shall be secured and **held jointly by the co-authors in the percentage listed below**. All income, licensing fees, and royalties from the composition, as well as from any and all subsidiary rights of every kind, shall be divided as follows:

To	How Howard	Fifty percent (50%)
To	Larry Finn	Forty percent (40%)
To	Curly Howard	Ten percent (10%)

Each party shall keep the others fully informed of the progress of all negotiations had in connection with licensing negotiations, or the disposition of any subsidiary rights therein. No license for the use or publication of the composition, or for the disposition of any subsidiary rights therein, shall be valid without the **approval of all joint authors/owners**.

All moneys shall be paid directly to the joint authors/owners at their respective addresses herein stated.

In all **publicity**, advertisements, posters, or other printed matter used in connection with the composition, the names of the parties shall be listed as joint authors. In no event shall any name appear without the others.

Any material which may reasonably be licensed under this agreement, shall be mutually agreed upon in advance, and shall be shared according to the percentage of interest of the parties.

Nothing contained herein creates a partnership between the co-authors. Their relation shall be one of collaboration on a single composition. The term of this agreement shall be the life of the copyright in the composition and any renewal thereof.

After the death of a joint author - The survivor(s) shall cease to be paid to the estate of the decedent, the decedent's estate of the proceeds of the composition and of subsidiary rights therein, and furnish to the deceased co-author's estate a true copy of all agreements pertaining thereto. This agreement shall be to the benefit of, and shall be binding upon the heirs, executors, administrators, and assigns of the parties.

Agreed this ____ day of _____, 20____, Any Town, ST

How Howard *Larry Finn* *Curly Howard*
 1234 Main Street 1234 Main Street 1234 Main Street
 Any Town, ST 00000 Any Town, ST 00000 Any Town, ST 00000

COMPOSER

original
+
expression
+
fixed form

LYRICIST

original
+
expression
+
fixed form

Both authors agree to merge their independent creations into a unified whole.

The composer and the lyricist now each own an undivided 50% of the resulting joint work.

Creative Commons licenses and §106 rights

Permitted uses	CC BY	CC BY-ND	CC BY-SA	CC BY-NC	CC BY-NC-SA	CC0	Zero	PD
Attribution	—	required	required	required	required	NO	NO	NO
Adaptation	§106(2) ✓	NO ✓	NO ✓	NO ✓	NO ✓	NO ✓	NO ✓	NO ✓
Commercial Use	§106(3) ✓	NO ✓	NO ✓	NO ✓	NO ✓	NO ✓	NO ✓	NO ✓
Derivatives	§106(2) ✓	NO ✓	NO ✓	NO ✓	NO ✓	NO ✓	NO ✓	NO ✓
Distribution & Transmission	§106(3) ✓	NO ✓	NO ✓	NO ✓	NO ✓	NO ✓	NO ✓	NO ✓
Public Performance	§106(4) ✓	NO ✓	NO ✓	NO ✓	NO ✓	NO ✓	NO ✓	NO ✓
Remix	§106(2) ✓	NO ✓	NO ✓	NO ✓	NO ✓	NO ✓	NO ✓	NO ✓
Reproduction & Copying	§106(1) ✓	NO ✓	NO ✓	NO ✓	NO ✓	NO ✓	NO ✓	NO ✓
Sampling	§106(2) ✓	NO ✓	NO ✓	NO ✓	NO ✓	NO ✓	NO ✓	NO ✓
Selling copies	§106(3) ✓	NO ✓	NO ✓	NO ✓	NO ✓	NO ✓	NO ✓	NO ✓
Sharing	§106(3) ✓	NO ✓	NO ✓	NO ✓	NO ✓	NO ✓	NO ✓	NO ✓

COMMON ATTITUDES ABOUT FAIR USE

Aargh! I'll take what I want! Try to stop me!

They know what I did and they'll find me.

Schultz! That's not Fair Use - it's copyright infringement!

I know nothing - nothing.

Fair Use Checklist

FACTOR 1 – PURPOSE OF USE

Favoring Fair Use	Opposing Fair Use
Teaching	Commercial Activity
Research & Scholarship	Entertainment
Non-Profit Institution	For Profit Corporation
Criticism/Comment/News	Verbatim Replay
Transformation to New Use	Reiteration of Original
Access Restricted to Students	Wide Audience

FACTOR 2 – NATURE OF THE ORIGINAL WORK

Favoring Fair Use	Opposing Fair Use
Published	Unpublished
Non-Fiction	Fiction
Facts	Artistic Expression

FACTOR 3 – AMOUNT TAKEN

Favoring Fair Use	Opposing Fair Use
Small amount used	Substantial amount taken
Nonessential parts used	Unique elements taken
Extraneous parts used	Heart of the work taken

FACTOR 4 – EFFECT ON THE MARKET FOR THE ORIGINAL

Favoring Fair Use	Opposing Fair Use
No lost sales	Substitute for purchase
No effect on value of original	Destroys value of original
Limited copies made	Multiple copies made
One time use	Unlimited potential re-use

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