

# Copyright Guidelines

## I. Electronic Theses and Dissertations

In most cases, the authors of theses possess copyright to their works. The authors will need to obtain written permission from the copyright owners when copyrighted materials included in their theses. It applies to following cases when:

- A substantial part of the text is copyrighted content from a book, article, website or government agency publication.
- Copyrighted works such as photographs, tables, diagrams, figures, maps, poems or images included in the thesis.
- Copyrighted media files included in the thesis
- The integral portion of the thesis is a copyrighted content.
- The thesis is a modification or adaptation of previously published work.

In order to obtain written permission the authors have to send written requests to the copyright owners. If not possible to locate the copyright owner or creator the authors have to ask permission from the Copyright Board of Canada. If written permission is not possible to obtain the authors have to omit copyrighted materials from their theses but include information where the reader can locate the material, such as the URL, title of the book/journal, volume and issue number, page number, publisher, and date of publication. Fair dealing exceptions in the Copyright Law often allow reproducing a limited amount of copyrighted materials in theses for the purpose of study and research, but these exceptions are not applicable for publishing a work in an online open access repository. Materials from the public domain can be used freely without permission, but authors have to verify this issue before posting their theses to the repository.

In the case of traditional publishing of theses the authors have to ask permission from publishers if their copyright was transferred to publishers. It applies to cases when the authors have already published their works or they have intentions to publish all or part of their theses. Funded research may also be subject to copyright restrictions as part of the funding agreement. It is also possible that an employer may own the copyright if the work was conducted in the course of employment.

The authors must grant the University of Winnipeg the right to preserve, reproduce, adapt and distribute their theses (non-exclusive distribution license). They can ask the repository to restrict access to their materials for one year. Usually, the authors choose restricted access for theses if posting a thesis to the repository interferes with traditional publication.

## **II. Research publications**

The authors have to verify their copyright before posting anything to the repository.

### 1. Posting to WinnSpace previously published research publications (Postprints).

- Most of journals allow self-archiving rights for their authors, but some of them not. The repository will assume that the authors received permission to post their works to the repository.
- If the publisher's standard agreement does not allow self-archiving, authors can choose to obtain copyright permission from the publisher to post the publication. See standard letter to publishers:

### 2. Posting to WinnSpace publications that have never been published (Preprints).

- With some exemptions copyright to Preprints belong to authors or contributors. The authors have to check copyrighted materials included in their publications like photographs, tables, diagrams, figures, maps, poems or images. They have to obtain permission from copyright owners to post these items to the repository or omit them from their files. (See Electronic Theses and Dissertations)

### 3. Posting of multi-authored works

- The posting authors have to obtain written permission to post their works to the repository from all of their co-authors/contributors prior to submission.

## **III. Archival materials**

The library and the University archives will be responsible for digitization of archival materials and posting them to the repository. According to the Copyright law digitization is considered as a form of publication and therefore institutional repositories need to ensure that items they are digitizing are either:

1. In the public domain
2. The copyright is owned by the institution
3. The repository got clearance from the right holder

- Public domain materials

Once the copyright of the work has expired, the item is in the public domain. According to the Copyright Act the copyright is expired 50 years after death of the author, however, some archival materials may be subjects of the longer terms

of protection because of special provisions for posthumous works (works that were not published during the author's lifetime). In general, copyright in photographs taken before 1949 has been expired.

- The copyright is owned by the University of Winnipeg

The Institutional repository will collect any documents related to the history of the university, the history of Winnipeg, biographies of faculty and staff, cultural events, educational activities in the past, etc. Archival materials repository could contain administrative records, course notes, university calendars, letters, memos, photos, slides, articles in papers, digitized manuscripts, brochures, announcements, etc. In most cases, the University is the owner of the copyright, but it could be some exemptions.

#### **IV. Non-exclusive Distribution License**

The University will ask the authors to grant the University the right to preserve, reproduce, adapt and distribute their works. The repository reserves the right without changing the content, translate the item to any medium or format for the purpose of preservation. The repository won't ask the authors to transfer their copyright to the repository.

- **WinnSpace Non-Exclusive Distribution License**

By agreeing to this license, you (the author(s) or copyright owner(s)) grant to the University of Winnipeg the non-exclusive right to reproduce, translate (as defined below), and/or distribute your submission (including the abstract) worldwide in print and electronic format and in any medium, including but not limited to audio or video, for an unlimited term.

WinnSpace is governed by the terms and conditions of the University of Winnipeg privacy policy: <http://www.uwinnipeg.ca/index/admin-fippa>

You agree that the University of Winnipeg may, without changing the content, translate the submission to any medium or format for the purpose of preservation.

You also agree that the University of Winnipeg may keep more than one copy of this submission for purposes of security, back-up and preservation.

You represent that the submission is your original work, and that you have the right to grant the rights contained in this license. You also represent that your submission and this license do not, to the best of your knowledge, infringe upon anyone's copyright.

If the submission contains material for which you do not hold copyright, you represent that you have obtained the unrestricted permission of the copyright owner to grant the University of Winnipeg the rights required by this license, and that such third-party owned material is clearly identified and acknowledged within the text or content of the submission.

If the submission is based upon work that has been sponsored or supported by an agency or organization other than the University of Winnipeg, you represent that you have fulfilled any right of review or other obligations required by such contract or agreement.

**YOU AGREE TO INDEMNIFY AND SAVE HARMLESS THE UNIVERSITY WITH REGARD TO ANY VIOLATION OF YOUR REPRESENTATIONS HEREIN.**

The University of Winnipeg will clearly identify your name(s) as the author(s) or owner(s) of the submission, and will not make any alteration, other than as allowed by this license, to your submission.

