**COPYRIGHT POLICY**

**PURPOSE**

This policy is designed to:

* Provide an overview of key principles of U.S. copyright law as they relate to this policy.
* Outline safeguards and procedures for protecting [EMPLOYER'S NAME]’s copyrighted materials.
* Prevent unauthorized use or infringement of third-party copyrights by [EMPLOYER'S NAME].

Copyrights are valuable assets that contribute to [EMPLOYER'S NAME]’s growth and reputation. All employees are expected to follow the procedures and guidelines set forth in this policy to ensure proper protection of these intellectual property rights.

Additionally, [EMPLOYER'S NAME] maintains a strict commitment to respecting third-party copyrights. Any improper use of copyrighted material by employees may lead to significant legal consequences, including civil or criminal penalties. Employees must comply with all applicable federal copyright laws and adhere to this policy at all times.

This policy complies with all applicable laws and regulations in the state of South Dakota.

**THE LAW OF COPYRIGHT**

Copyright is a form of intellectual property that grants protection to original works of authorship under the U.S. Copyright Act. Copyright protection arises automatically when an author creates an original work that is:

* Original: Independently created by the author with a minimal degree of creativity.
* Fixed: Captured in a tangible form, such as writing, recording, or digital storage.

Works protected by copyright

Copyright applies broadly to:

* Text (e.g., advertising materials, books, newsletters).
* Website content, including text, images, and audiovisual elements.
* Computer software, along with documentation or manuals.
* Visual works (e.g., photographs, drawings, artwork).
* Audiovisual works (e.g., movies, animations).
* Musical works, including songs and jingles.

Works not protected by copyright

Copyright does not cover:

* Ideas, processes, or methods of operation.
* Titles, short phrases, or slogans.
* Common symbols, abbreviations, or designs.

Such elements may, however, be protected under other intellectual property laws like trademarks or patents.

Rights of copyright owners

A copyright owner has exclusive rights to:

* Reproduce the work (make copies).
* Distribute tangible copies (e.g., through sale, lending, or rental).
* Publicly perform the work (e.g., play a song or stage a performance).
* Publicly display the work (e.g., show artwork in a gallery).
* Create derivative works (e.g., adaptations, translations, or movies based on books).

Using these rights without permission may result in infringement unless covered by specific exceptions like fair use.

Fair use exception

Fair use permits certain uses of copyrighted material without the owner's permission for purposes such as:

* Criticism or commentary.
* News reporting.
* Teaching or scholarship.
* Research.

Fair use is determined based on the following factors:

1. Purpose and character of use (e.g., commercial vs. educational).
2. Nature of the copyrighted work (e.g., factual vs. creative).
3. Amount and substantiality of the portion used in relation to the whole work.
4. Effect on the market value or potential market of the original work.

Since fair use is fact-specific, it often requires careful analysis to determine whether a particular use qualifies. Misuse may result in copyright infringement.

**SAFEGUARDING [EMPLOYER'S NAME]’S COPYRIGHT ASSETS**

[EMPLOYER'S NAME] dedicates substantial resources to developing and maintaining its copyrighted assets, which may include [examples such as marketing materials, training manuals, product designs, software, or audiovisual content]. It is the responsibility of all employees to protect these valuable assets from misuse or infringement by external parties.

Ownership of employee-created works

Under U.S. copyright law, works created by employees as part of their job responsibilities are considered "works made for hire" and are owned exclusively by [EMPLOYER'S NAME].

Engaging independent contractors

Materials developed by third-party independent contractors may also qualify as works made for hire. However, specific agreements must be in place to secure copyright ownership. Employees must consult with [the legal department/[NAME]] before hiring independent contractors to ensure [EMPLOYER'S NAME] retains ownership of any resulting work product.

**ENFORCING AND LICENSING [EMPLOYER'S NAME]’S COPYRIGHTS**

Employees must not permit third parties to use [EMPLOYER'S NAME]'s copyrighted materials without obtaining proper internal authorization. If an external party requests a license or other form of permission to use [EMPLOYER'S NAME]'s copyrights, employees should immediately refer the matter to [the legal department/[NAME]].

Reporting infringements

If you suspect that [EMPLOYER'S NAME]'s copyrights are being infringed, promptly report the issue to [the legal department/[NAME]]. Swift action is critical, as delays in addressing potential infringements may limit [EMPLOYER'S NAME]'s legal remedies. Timely reporting ensures that statutes of limitation and other legal deadlines are met, allowing [EMPLOYER'S NAME] to take effective enforcement action if necessary.

**COPYRIGHT NOTICES**

All [EMPLOYER'S NAME] copyrighted works, whether registered or unregistered, must display the appropriate copyright notice. This includes but is not limited to websites, applications, software, artwork, advertising, marketing and promotional materials, product packaging, and labels.

For guidance on the correct content and placement of copyright notices, employees must consult with [the legal department/[NAME]] before publication or distribution. Proper usage of copyright notices helps protect [EMPLOYER'S NAME]'s intellectual property and strengthens enforcement rights in case of infringement.

**SECURE DISTRIBUTION OF COPYRIGHTED MATERIALS**

Employees must not distribute any [EMPLOYER'S NAME] materials externally unless appropriate security measures are in place to safeguard [EMPLOYER'S NAME]'s copyrights. These measures may include, but are not limited to:

* Password-protecting files or links.
* Using secure file-sharing platforms approved by [EMPLOYER'S NAME].
* Including watermarks or other identifiers on digital assets.
* Restricting access to authorized recipients only.

For further details or assistance with implementing these security measures, employees should consult [the legal department/[NAME]].

**RESPONSIBLE USE OF THIRD-PARTY COPYRIGHTS**

[EMPLOYER'S NAME] employees may sometimes need to use third-party copyrighted works in their work for [EMPLOYER'S NAME][, including [DESCRIPTION OF TYPICAL THIRD-PARTY WORKS USED BY COMPANY, FOR EXAMPLE, SOFTWARE, PHOTOGRAPHS, PROFESSIONAL JOURNALS, OR SOUND CLIPS]]. It is against [EMPLOYER'S NAME] policy for any employee to copy, scan, digitize, distribute, broadcast, perform, excerpt, modify, translate, or otherwise use any third-party copyrighted works, whether for personal use, internal or external [EMPLOYER'S NAME] use, or use by others, in violation of copyright laws.

**GUIDELINES FOR USING THIRD-PARTY COPYRIGHTED WORKS**

The use of third-party copyrighted materials generally requires obtaining explicit permission or a license. If the material was created by a third-party contractor, verify with [the legal department/[NAME]] that the contractor has signed [EMPLOYER'S NAME]'s standard third-party contractor agreement. Without this agreement, the contractor retains ownership of the copyright.

Merely crediting the source, author, or copyright owner does not replace the need to secure proper authorization for use. For any uncertainties regarding the use of third-party materials, contact [the legal department/[NAME]] for clarification.

Do not assume that your intended use of third-party materials qualifies as fair use. Always consult [the legal department/[NAME]] before relying on fair use instead of obtaining proper permissions or licenses.

Permission to use third-party copyrighted works must be coordinated through [the legal department/[NAME]]. Additionally, if [EMPLOYER'S NAME] has purchased or licensed specific third-party works, employees must strictly adhere to the terms and conditions of the associated agreements. Confirm compliance with these agreements by consulting [the legal department/[NAME]].

**UNDERSTANDING COPYRIGHT PROTECTION**

Registration with the US Copyright Office is not required to secure copyright protection. Similarly, the presence of a © symbol or copyright notice is not mandatory for a work to be protected. However, do not assume that materials lacking a © symbol or copyright notice are free to use without the copyright owner's permission.

If you are uncertain whether a work is protected by copyright, always err on the side of caution and presume it is copyrighted. Follow the established procedures for obtaining permission or a license as outlined in this policy before using the material. For guidance, contact [the legal department/[NAME]].

**INTERNET AND SOCIAL MEDIA COPYRIGHT COMPLIANCE**

Do not assume that content found on the internet or social media platforms can be freely copied, distributed, or otherwise used without the explicit permission of the copyright owner. The ability to access, copy, or download such materials does not grant the right to use them.

Additionally, any use of internet or social media content is subject to the terms of use set forth by the respective website or app provider. Employees must strictly adhere to these terms and avoid circumventing, impairing, or removing any electronic or digital copyright protection measures. For clarification or guidance, contact [the legal department/[NAME]].

**RESTRICTIONS ON USE OF FACILITIES AND EQUIPMENT**

[EMPLOYER'S NAME] strictly prohibits the use of its facilities and equipment to create or distribute unauthorized copies of copyrighted materials. This restriction applies to all purposes, including personal use, internal or external [EMPLOYER'S NAME] activities, or use by third parties. For any questions regarding appropriate use, please contact [the legal department/[NAME]].

**ACKNOWLEDGEMENT OF RECEIPT AND REVIEW**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (employee name), acknowledge that on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date), I received and reviewed a copy of [EMPLOYER'S NAME]’s [NAME OF POLICY]. I understand that it is my responsibility to familiarize myself with the policy and adhere to its terms.

I also acknowledge that this policy is not intended to create an employment contract or alter my at-will employment status, unless otherwise specified in a written agreement signed by an authorized representative of [EMPLOYER'S NAME]. Any delay or failure by [EMPLOYER'S NAME] to enforce the provisions of this policy does not constitute a waiver of its rights to enforce them in the future.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date