

| | |
|--|---|
| Preamble | <p>As a center of scholarship and research, the Royal Ontario Museum (ROM) recognizes the initiative of authors and the importance of the integrity of <i>works</i>. ROM is committed to the prudent and fair use of <i>ROM resources</i>, and will work to maximize its <i>copyright</i> interests.</p> <p>This policy is prepared with reference to the Copyright Act, RSC 1985, c. C-42, as amended, which defines and protects <i>copyright</i> and <i>moral rights</i>. <i>Copyright</i> law differs from country to country and rights holders may have different rights in different countries; this policy is primarily concerned with those rights that are operative within Canada as per the Copyright Act.</p> |
| Defined Terms | <p>Terms in italics are defined at the end of this policy, and should be read carefully in order to accurately understand the scope and effect of this policy.</p> |
| <i>Ownership of Copyright</i> | <p>The author is the person who creates a work, but is not necessarily the owner of <i>copyright</i>. <i>Copyright</i> can be assigned or licensed by the owner to other individuals, corporations or institutions.</p> <p>In the absence of a written agreement to the contrary, ROM owns the <i>copyright</i> in <i>works</i> produced by <i>ROM full-time employees</i> as part of their employment duties.</p> <p>In the absence of a written agreement signed by the author, the author owns or may own the <i>copyright</i> in <i>works</i> when the author is anyone else, for example:</p> <ul style="list-style-type: none"> • a <i>ROM full-time employee</i> undertaking a task beyond their employment duties; • a person employed by ROM part-time, or for a fixed term; • an independent contractor; or • a <i>volunteer</i>. |
| <i>Waivers of Moral Rights</i> | <p><i>Moral rights</i> remain with the author for the duration of the <i>copyright</i>. <i>Moral rights</i> cannot be assigned, but they may be waived. Note that waivers of <i>moral rights</i> must be obtained from all authors, irrespective of whether an assignment is required.</p> |
| <i>Copyright and Moral Rights in Collective Agreements and Other Contracts</i> | <p>ROM collective agreements do not contain assignments of copyright. Therefore persons who are covered by collective agreements but are not <i>ROM full-time employees</i> should be presumed not to have provided assignments of copyrights and waivers of moral rights.</p> <p>Offer letters ordinarily contain terms dealing with intellectual property, including assignments of copyright and waivers of moral rights, but in each case this should be verified, not assumed.</p> <p>Fixed-term contracts may contain terms dealing with intellectual property, including assignments of copyright and waivers of moral rights. Again, in each case this should be verified, not assumed.</p> |
| Policy <i>Works Resulting from Use of the ROM's Collections and Other ROM Resources.</i> | <p>The ROM 's objective is to own <i>copyright</i>, including the economic rights, in <i>works</i> derived, in whole or in part, from the use of the ROM's collections and other <i>ROM resources</i>.</p> |

| | |
|--|---|
| <i>Works Resulting from ROM-funded Activities or Research Projects</i> | The ROM 's objective is to own <i>copyright</i> , including the economic rights, in <i>works</i> created in conjunction with a <i>ROM-funded</i> activity or research project. In particular, employees other than <i>ROM full-time employees</i> undertaking ROM-funded fieldwork must agree with the ROM in advance and in writing concerning the nature of <i>works</i> to be produced, and the ownership and the exercise of <i>copyright</i> in those <i>works</i> . |
| <i>Copyright Licenses</i> | Where the ROM is willing to agree that ownership of <i>copyright</i> , including economic rights will belong to a party other than ROM, ROM should use its best efforts to acquire a royalty-free, non-exclusive, perpetual, universe-wide and irrevocable <i>license</i> to exercise all <i>copyright</i> , including without limitation use, reproduce, display publicly, present, and distribute the <i>work</i> in any form or media either known or hereafter developed in association with, or as part of ROM research, documents, presentations, publicity, education, on ROM's website for educational/academic purposes, and in ROM exhibitions and ROM publications. The <i>license</i> should be accompanied by an express waiver of <i>moral rights</i> and similar non-assignable rights. |
| <i>Contracts with Third Parties</i> | Contracts for the production of a work for ROM by one or more third parties, including <i>volunteers</i> must be in writing and address <i>moral rights</i> and the ownership of <i>copyright</i> . All such agreements must be signed by a legal representative of the third party and a ROM signing authority. Failing an <i>assignment</i> , the ROM will use its best efforts to acquire at minimum a waiver of <i>moral rights</i> and a royalty-free, non-exclusive, perpetual, universe-wide and irrevocable <i>license</i> to use, reproduce, display publicly, present, and distribute the <i>work</i> in any form or in any media either known or hereafter developed in association with, or as part of ROM research, documents, presentations, publicity, education, on the ROM's website for educational/academic purposes, and in ROM exhibitions and ROM publications. The ROM should seek to acquire an irrevocable, universe-wide <i>assignment</i> of <i>copyright</i> , accompanied by an express waiver of <i>moral rights</i> and similar non-assignable rights from the third party, such that the ROM may use and reproduce the <i>work</i> without restrictions, in any media either known or hereafter developed, for any purpose and type of use, and <i>license</i> others to do so. |
| <i>Externally Sponsored Projects</i> | Before <i>employees</i> and/or <i>volunteers</i> participate in externally sponsored and ROM-related projects, they must enter into a written agreement with ROM (and where necessary, other parties) acknowledging: <ul style="list-style-type: none"> • the nature of the <i>works</i> to be produced and the roles and responsibilities of the parties involved; and, • that <i>copyright</i>, including economic rights in such <i>works</i>, unless reserved to the sponsor or otherwise provided for in the project agreement, will belong to ROM. |
| <i>Moral rights</i> | ROM will: <ul style="list-style-type: none"> • acknowledge the contribution of individuals as authors, where appropriate, and • consult with authors regarding changes or alterations to <i>works</i>, where appropriate. <p>However, to facilitate and further ROM work, <i>employees</i> and <i>volunteers</i> must waive all of their <i>moral rights</i> in <i>works</i> for which the ROM owns the <i>copyright</i>.</p> |
| <i>Use of ROM Resources</i> | <i>Employees</i> and <i>volunteers</i> must obtain permission to use <i>ROM resources</i> for <i>works</i> produced on their own time. Requests will be considered on a case-by-case basis. Ordinarily, all persons (other than ROM full-time employees) using <i>ROM resources</i> for <i>works</i> produced on their own time must execute an <i>assignment</i> so that |

ROM will own all *copyright*. All employees and volunteers will be required to provide a waiver of any *moral rights* they may hold. *Employees* and *volunteers* are not authorized to use *ROM resources* for personal or commercial uses without a prior written agreement.

Collections

With respect to all accessioned objects, ROM will where appropriate use reasonable efforts to:

- respect the author's right to the integrity of the *work* and the author's right, where reasonable in the circumstances, to be associated with the *work* as its author by name; and
- acquire all *copyright* necessary to permit anticipated exhibition and reproduction uses, ideally acquiring an *assignment* from the *copyright* holder for ROM to use and reproduce the *work* without restrictions, in any media either known or hereafter developed for any purpose and type of use, universe-wide and irrevocably.

Copyright Responsibilities & Administration

The Office of the Deputy Director, Operations & Chief Operating Officer in consultation with pertinent Senior Managers will develop and implement appropriate management practices and procedures relating to *copyright*.

Defined Terms

assignment: The *copyright* holder (assignor) permanently transfers all or partial rights in a *work* to a person, institution or corporation (the assignee.) To be effective, an assignment of rights should be detailed in a written document signed by the assignor.

copyright: Copyright is an aggregation or a bundle of largely economic rights to reproduce, distribute, display, perform, and in some cases exhibit or present a *work*, a derivative *work* of the *work*, or a translation of the *work*. (Reference: Copyright Act, RSC 1985, c C-42, as amended, ss. 3 (*work*), 15 and 26 (*performance*), 18 (*sound recording*), and 21 (*communication signal*)).

employee: An employee is an individual who fills a position approved by the Director & CEO and who receives monetary compensation.

license: A license is a contract in which a *copyright* owner grants to an individual, institution or corporation permission to utilize one or more of the rights in the *copyright* "bundle". The permission can be exclusive or non-exclusive, and can be limited with respect to many ways, for example time, territory, and manner of utilization.

moral rights: Moral rights are the rights of the author of a *work*:

- 1) where reasonable in the circumstances, to be associated with the *work* as its author by name or under a pseudonym, or to remain anonymous;
- 2) to the integrity of the *work* - this right is infringed if the *work* is, to the prejudice of the honour or reputation of the author, (a) distorted, mutilated or otherwise modified, or (b) used in association with a product, service, cause or institution. (Reference: Copyright Act, ss. 14.1, and 28.1, and 28.2).

ROM full-time employee: For purposes of this policy, a ROM Full-time employee is an individual who fills a position approved by the Director & CEO not for a fixed term and who receives monetary compensation. These will ordinarily include senior management, supervisory and exempt staff, unionized employees. Individuals

employed by the ROM for a limited duration may retain *copyright*, and so written *assignments* should be obtained from such persons.

ROM funds: ROM funds are those funds regardless of source that are administered under the control or authority of the ROM.

ROM resources: ROM resources include ROM facilities, funds, human resources, and intangible properties including trademarks, texts and other writings, photographs, information records and research data.

volunteer: A volunteer is an individual who provides his or her time and service to an activity that supports the objectives of the ROM and is authorized and sponsored by the ROM, and for which such person is not paid by the ROM. Volunteers include, but are not limited to, members of the Department of Museum Volunteers, Trustees, research associates, departmental associates, field associates, curators *emeriti*, post-secondary or graduate students working in a curatorial department or in the field, and secondary-school students working on a cooperative-education term on ROM premises or volunteering in ROM exhibition spaces or galleries.

works: Works for purposes of this policy includes artistic works (including paintings, drawings, maps, charts, plans, photographs, engravings, sculptures (including casts and models), works of artistic craftsmanship, architectural works (including buildings, structures and models thereof)), collective works (including encyclopaedias, dictionaries, year books or similar works, newspapers, reviews, and periodicals), compilations, dramatic works (including pieces for recitation, choreographic work or mime; and cinematographic works), literary works (including tables and computer programs), musical works, performer's performances, and sound recordings.

(Reference: Copyright Act, s. 2)

| | |
|----------------|--|
| Date | April 18, 2002 |
| Amended | August 29, 2002 June 26, 2003 December 6, 2007 March 1, 2012 April 4, 2014 March 26, 2015 June 23, 2016 March 26, 2018 March 26, 2019 December 10, 2019 (<i>reviewed with no updates</i>) March 23, 2021 (<i>administrative updates</i>) March 28, 2023 (<i>administrative updates</i>) |

MONITORING

Adherence to Policy

Board: The Governance Committee will periodically review management's adherence to the policy.

Management: The Director & CEO, the Deputy Director Operations & Chief Operating Officer, the Deputy Director & Chief Financial Officer, and the Deputy Director Collections & Research and Chief Innovation Officer will ensure that the Governance Committee has all the relevant information for determining adherence.

Policy Review

Method Internal Report

Responsibility Governance Committee

Minimum Frequency Two years (*next review 2025*)