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MISCONCEPTIONS ABOUT COPYRIGHT

Separating copyright fact from fiction

Copyright law can be difficult to navigate. Employees rely on and collaborate using published content as part of their daily business routine. These uses of published information support innovation, discovery, and growth. These same exchanges may however be violating copyright law and placing your organization at a greater risk of infringement. Here are some common misconceptions around content access and use in the workplace and guidelines for educating employees on the responsible use of content.

- ① Our company's newest product is featured in an influential trade journal. Our PR department cooperated with the reporter. It is important that our top managers and marketing people see the article right away. Surely I can just copy it and send it to that small group of people.

Regardless of the fact that the article mentions your firm or that you cooperated in producing it, you must obtain permission from the copyright holder (or its authorized agent) before reproducing it or distributing copies to others.

- ② As long as I cite my source, I can use third-party content in my articles, reports and presentations.

Including an attribution in a work (for example, putting the author's name on it) does not eliminate the need to obtain the copyright holder's permission for the use of that content beyond the traditional limits associated with fair use. In a business context, to lawfully use more than brief quotations from copyrighted materials, you typically must secure permission from the respective copyright holders.

- ③ Many articles I read online have tools that allow me to share the piece with others on social media sites such as Facebook, Twitter, and LinkedIn. Since they seem to be encouraging people to share, it should be no problem to also use the content in a presentation, right?

Content available on public websites is still protected by copyright law. If publishers encourage you to forward their content to others through a mechanism they provide (which retains their advertising, branding, and the like), that does not mean you may copy or use it internally or externally any way you would like.

In this case, these article tools are part of a publisher's business strategy. Their use expands the exposure of the publisher's content and brings additional visitors to its sites, while maintaining control of how its works are accessed and shared. If you want to make copies or use it in a manner that is not expressly authorized, you typically need to obtain permission from the copyright holder.

- ④ We ordered paper reprints of an article, but I also want to email it to people. Because we paid for reprints, I do not see any reason why I cannot scan it and distribute it electronically.

An order for paper reprints does not automatically include the rights to create or share electronic copies. Most copyright holders sell or license content based on format and type of use. Before changing the format — for example, from paper to electronic — check your agreement with the publisher or vendor carefully. If the rights to distribute copies electronically are not expressly included, you should seek additional permission from the rightsholder.

- ⑤ I have permission to use the whole article, but I am only going to use a chart from it in a presentation.

Check your license agreement carefully before excerpting, abstracting, or modifying content which you have obtained permission to reuse. Permissions vary and are typically limited to the use of content "as is" (meaning no rights are granted to modify or use portions out of context of the original work). Also, photos, charts, and other graphic elements may have been created by several different authors or creators who have granted rights only for use within the original article, and retain rights for all other uses. Depending on what element you are seeking to use, you may need to obtain a separate permission from a copyright holder other than the one from whom you received permission to use that intact article.

THIRDS

6 If a journal article is published as Open Access (OA), I am free to use and share with other employees as I wish.

For OA content, it's important to understand the type of OA license under which the content is made available. There are [six main types of OA Creative Commons licenses](#)¹ each granting a different set of permissions for reuse under a specific set of conditions (for example, the requirement to provide attribution). While some of those licenses authorize use for business purposes, several of them specify that reuse is allowed only for non-commercial purposes.

- Attribution CC BY
- Attribution-ShareAlike CC BY-SA
- Attribution-No Derivs CC BY-ND
- Attribution-Non-Commercial CC BY-NC
- Attribution-Non-Commercial-ShareAlike CC BY-NC-SA
- Attribution-Non-Commercial-No Derivs CC BY-NC-ND

In addition, some rightsholders use their own forms of OA licenses that have different terms from the Creative Commons licenses. When using OA content, it is important to make sure you are responsibly using the content in a way that's consistent with the relevant OA license and your company's own OA policies.

7 If I find something online, it is okay to reproduce it in my company's blog. After all, it is just a blog.

Copyright law is the same for blogs as it is for other original works. Blogs commonly include excerpts of copyrighted material from other blogs and websites, along with links to their sources, in order to critique that content.

8 I contacted the publishers to request permission to use their content, but they never got back to me. I assume this means they do not care and it is okay to use the material.

When requesting copyright permission, it is important to note that a lack of response from the copyright holder does not, under copyright law, negate the need to obtain permission. In addition, some works may contain materials — text, images and graphics — from multiple copyright holders and may require different authorizations depending upon what element or set of elements you wish to use.

THIRDS

9 My company has an online subscription to a journal, so it should be okay if I post articles from that journal on my company's intranet site for employee education or send copies to my customers.

Not necessarily. Distributing copyrighted content by posting it to an intranet site is no different than making photocopies for each employee. It requires permission. In some cases, distribution within the company may be permitted by the relevant journal subscription, but in many others, separate permission from the copyright holder or its authorized agent is required to make or share any additional copies.

It's quite rare that subscription agreements allow distribution to persons outside the organization, so check the terms carefully before sending content outside your company. You may need to acquire additional permissions or purchase digital or print reprints.

10 It is no big deal if I use or share content without permission. I will not get in trouble.

Copyright protection exists to encourage the development of new and creative works that spur innovation and can ultimately help drive your business. Using content in unauthorized ways may infringe on the legal rights of the copyright holder, and could put you and our organization at risk.

¹ Creative Commons About the Licenses (<https://creativecommons.org/licenses>).



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