

WORONI

Australian National University Student Media

INTELLECTUAL PROPERTY POLICY

1. This policy has been created in light of the *Copyright Act 1968* (Cth) and the *Corporations Act 2001* (Cth).

2. Purpose

1. This policy has been created to provide clarity in matters of ownership relating to the Works which are created for and published via an ANUSM medium of publication. This policy will communicate to students, to whom ANUSM has its primary obligations to, and to other parties how intellectual property rights and copyright works when working with or for Woroni.
2. Woroni must retain the ability to effectively function as a news & media organisation, with all appropriate legal rights and coverage to continue to produce and reproduce its Works. This policy, and the assignment of intellectual property rights, has been written with that underlying intention in mind.
3. This policy has been formulated in light of ANUSM's responsibility to serve the student body and amplify their voices. Woroni has a responsibility to those who use its publishing or services and to allow and enable them to succeed by granting fair terms for copyright and licensing.

3. Definitions

1. ANUSM or Woroni: The Australian National University Student Media Incorporated.
2. Editor: As defined in section 6 of the ANUSM Inc. Constitution.
3. Commissioned Work: Where the creator of the Work receives remuneration or other forms of payment in exchange for the creation of the specified Work.
4. Contributor: An individual or individuals who create or are a significant part of the creation of Works which are voluntarily submitted to ANUSM with the intention of the Work being published on an ANUSM platform.
5. Copyright: The exclusive and assignable legal right, given to the originator for a fixed number of years, to print, publish, perform, film, or record literary, artistic, or musical material.
6. Decision: A final, or operative and determinative resolution which must be substantive in nature.

Australian National University Student Media Intellectual Property Policy

7. Freelance: A person who works as a writer, designer, performer, or the like, selling their work or services by the hour, day, job etc., rather than working on a regular basis for ANUSM.
8. Radio Presenter: Hosts of radio shows who create and develop the concept for a broadcast or broadcasts, and stage the production of a radio show.
9. Publication: ANUSM publications are the Woroni magazine, Woroni Radio, Woroni Television and the Woroni website.
10. Published: A Work is published when issued for sale or distribution to the public.
11. Published Work: Works which have been subjected to, and approved for publication via ANUSM mediums in accordance with the requirements of the ANUSM Approvals Procedure.
12. Sub-Editor: A volunteer for ANUSM characterised by regular performance of duties, the individual's signing of a Memorandum of Understanding outlining their role and responsibilities and subject to the supervision of one of the members of the ANUSM board of editors.
13. Work: Means a literary, dramatic, musical, visual or artistic work.
14. Work of Joint Ownership: Means a Work that has been produced by the collaboration of two or more authors and in which the contribution of each author is not separate from the contribution of the other author or the contributions of the other authors.

4. Scope

1. This policy applies to all Works published by means of an ANUSM publication.
2. This policy will be communicated to all Contributors who engage with ANUSM to produce content, and by agreeing to this policy or continuing to provide content to ANUSM following the communication of this policy, the Contributors agree to be bound by this policy.
3. Classes of Contributors in this policy are grouped as follows:
 - a. ANUSM Editors;
 - b. ANUSM Sub-Editors;
 - c. Freelance news writers;
 - d. Actors and presenters in Woroni TV;
 - e. Voluntary contributors.
4. If a Contributor's engagement with ANUSM is not appropriately classified under one of the prescribed classes, an agreement by contract, formal or informal, must be reached.
 - a. If a contractual agreement is not, or cannot, be reached the provisions outlined with regards to the voluntary contributor's class are applicable.

5. Other Policy Documents

This policy document should be read in conjunction with ANUSM's:

- a. Advertising Policy
- b. Approvals Procedure

Australian National University Student Media Intellectual Property Policy

- c. Asset Management Policy
- d. Constitution
- e. Grievances and Disputes Procedure
- f. Social Media and Communications Policy

6. Model Agreements

1. Application.

- a. Where a specific agreement does not exist between ANUSM and the Contributor creating Works for ANUSM, or with the intention that the Works will appear in an ANUSM publication, the terms of this policy and the corresponding model agreement based on the appropriate class of people, if the model agreement exists, will apply.
- b. Where the Contributor creating the Work cannot be appropriately designated under the following classifications, they must either:
 - i. Agree to the model agreement of a particular class of people; or
 - ii. Formulate a contractual agreement with ANUSM.

2. ANUSM Editors.

- a. Where an Editor:
 - i. Creates a Work appearing in an ANUSM publication;
 - ii. Creates a Work for purpose use by ANUSM;
 - iii. Creates a Work in their capacity as an agent of ANUSM;the Editor retains ownership of all intellectual property rights in that Work and grants ANUSM a perpetual, world-wide, fee free, royalty free, unrestricted, non-exclusive, irrevocable licence (including the right to sub-licence) to publish such Works.

3. ANUSM Sub-Editors.

- a. The role volunteers agree to undertake at ANUSM must be specified on the Memorandum of Understanding issued at the commencement of their roles.
- b. Where ANUSM Sub-Editors volunteer as:
 - i. News Sub-Editors;
 - ii. Content Sub-Editors;
 - iii. Photography Sub-Editors; or
 - iv. Art Sub-Editors,ownership of all intellectual property rights in all Published Works, including copyright, remains with the Sub-Editor on creation and the Sub-Editor grants ANUSM a perpetual, world-wide, fee free, royalty free, unrestricted, non-exclusive, irrevocable licence (including the right to sub-licence) to publish such Works.
- c. Where ANUSM Sub-Editors volunteer as:
 - i. Television Sub-Editors; or

Australian National University Student Media Intellectual Property Policy

- ii. Radio Sub-Editors,
works created by these Sub-Editors will be classed as Works of Joint Ownership due to the nature of their collaborative production.
 - d. It is a condition on the creation of Works of Joint Ownership, that Sub-Editors acknowledge all ownership of intellectual property rights in such Published Works, including copyright, vests automatically in ANUSM on creation and the Editor does not retain any copyright.
 - e. By creating such Work under their role at ANUSM, the Sub-Editors agree to grant to ANUSM an exclusive, world-wide, fee free, royalty free, irrevocable licence to publish such Works.
 - f. The exclusive right to publish is granted to ANUSM until:
 - i. The date the Contributor ceases to be a member of ANUSM; or
 - ii. The date three years from the date of initial publication by ANUSM, whichever date is the later.
4. Actors and presenters in Woroni TV.
- a. Where a Contributor appears in a Woroni TV produced Work, or a Work published by means of Woroni TV as an actor, presenter, or appearing as themselves, the Contributor acknowledges that all ownership of intellectual property rights in all Published Works, including copyright, vests automatically in ANUSM on creation and the Contributor does not retain any intellectual property rights in the Works.
 - b. It is a condition of appearance in a Woroni TV produced Work that those appearing relinquish any copyright claims to the Work and that ANUSM retains all copyright and license to publish their image.
 - i. An agent of Woroni may request that a Contributor also sign a document expressly consenting to the release of their image in the Work being created by Woroni TV.
 - ii. Where the Contributor continues to appear in Work produced by Woroni TV after Woroni or their agent has requested the Contributor's consent to the release of their image, the Contributor acknowledges that they have given their consent to the release and publication of their image in the Work created by Woroni TV.
 - iii. Individual requirements or conditions for publication of a person's image may be agreed separately to matters of copyright.
 - c. To the extent that ownership of the Published Works does not vest in ANUSM for any reason, the Contributor acknowledges that it assigns all intellectual property rights, including copyright, in the Published Works effective from the date of creation and agrees to do all things necessary to enable ANUSM to secure ownership of the Published Works.
5. Freelance News Correspondents.

Australian National University Student Media Intellectual Property Policy

- a. A Contributor will only be classed as a freelance news correspondent where an individual agreement has been made with ANUSM.
 - i. Any such agreement must be in writing.
 - ii. Any agreement must specify the medium in which the freelance news correspondent may produce Works.
 - iii. Where there is no agreement in place, the Contributor will be classed as an ANUSM Sub-Editor and the relevant provisions of this policy will apply.
 - b. Agreements with freelance news correspondents must contain terms which provide that:
 - i. ownership of all intellectual property rights in all Published Works, including copyright, remain with the freelance news correspondent on creation; and
 - ii. the freelance news correspondent grants ANUSM a perpetual, world-wide, fee free, royalty free, unrestricted, non-exclusive, irrevocable licence (including the right to sub-licence) to publish such Works.
6. Voluntary Contributors.
- a. Where a Contributor:
 - i. Submits an Artistic Work or Work of writing for publication or republication in a printed Woroni publication; or
 - ii. Is a Woroni Radio presenter or the host of a show broadcasted on Woroni Radio; and
 - iii. Does not otherwise fall in any of the classes listed in 6.2-6.7 of this policy; they are classed as a voluntary contributor.
 - b. The voluntary contributor retains ownership of all intellectual property rights in all Published Works, including copyright, on creation.
 - c. By submitting a Work to ANUSM to publish, the voluntary contributor agrees to grant to ANUSM a non-exclusive, world-wide, fee free, royalty free, irrevocable licence to publish such Works.

7. Contracting

1. Any element of this policy may be amended by contract.
2. Where no contract is signed between ANUSM and the other party, the terms outlined in this policy, as relevant to the Contributor engaging with ANUSM, apply.
3. Contracts must be signed off by Woroni's Editor-in-Chief or the Managing Editor.
4. All contracts made containing provisions relating to intellectual property, including copyright, must be supplied to, and retained by the Deputy Editor-in-Chief.

8. Commissioned Works

Australian National University Student Media Intellectual Property Policy

1. Where ANUSM commissions works by agreement, copyright vests automatically in ANUSM on creation but the Contributor retains intellectual property rights in the Works. The agreement must contain terms which comply with this clause.
2. This section does not apply to Works commissioned prior to the enactment of this policy.

9. Woroni Services

1. This clause applies where ANUSM is engaged to provide services involving the creation of Works by students and associated groups and organisations. Such services include, but are not limited to:
 - a. Woroni event photography;
 - b. Woroni live streaming service;
 - c. The provision of equipment or ANUSM assets for the purpose of creating Published Works.
2. Where ANUSM provides the services as set out in clause 9(1), the person or group commissioning the Work retains ownership of all intellectual property rights in all Works, including copyright, on creation.
3. The person or group commissioning the Work grants to ANUSM a perpetual, world-wide, fee free, royalty free, unrestricted, non-exclusive, irrevocable licence (including the right to sub-licence) to publish such Works.
4. ANUSM may by written notice to the person or group commissioning the Work require the inclusion of any Woroni branding as part of the Works created via the services.
 - a. A disagreement relating to the inclusion of ANUSM branding may be resolved by negotiation and separate agreement between the commissioning party and the most relevant ANUSM Editor, with approval from a member of the ANUSM executive.
 - b. Further disagreements are subject to the disputes procedure outlined in clause 16.

10. Responses to Infringements

1. Where intellectual property or an exclusive licence to publish owned by ANUSM is infringed, the following courses of action may be taken as deemed appropriate:
 - a. The issue of a cease and desist letter. If the cease and desist letter does not resolve the matter, the commencement of legal proceedings to enforce ANUSM's rights to the intellectual property.

11. Correspondence

1. All correspondence made in execution of this policy should occur in writing.
2. All correspondence must be supplied to the Deputy Editor-in-Chief for record keeping.

Australian National University Student Media Intellectual Property Policy

12. Grants of Licence and Transfers of Copyright

1. Requests from Contributors for a licence to reproduce, or to alter the status of a copyright, or a license to publish a Published Work after initial publication, the intellectual property rights of which are owned by ANUSM due to this policy or any other agreement between ANUSM and the Contributor, should be made to the Deputy Editor-in-Chief in writing.
2. The Deputy Editor-in-Chief retains discretion to grant any licence for ANUSM copyrighted material, transfer ownership of copyright and may impose any conditions on the grant or transfer.
3. Any decision of the Deputy Editor-in-Chief may be reviewed and appealed by application to the Woroni Board of Editors.
4. If a resolution cannot be reached following a decision by the Board of Editors, a party may make an application to review the decisions to the panel established in the ANUSM Grievances and Disputes Procedure.
5. A condition of a grant of license to reproduce or republish must acknowledge that the Published Work was first published or appeared in Woroni. The following statements will be considered sufficient:
 - a. First published in Woroni.
 - b. First broadcasted on Woroni Radio.
 - c. Republished with license from Woroni.

13. Ownership of Intellectual Property – Indigenous Cultural and Intellectual Property Rights

1. ANUSM recognises and will protect indigenous cultural and intellectual property rights.

14. Public Access

1. The current version of this policy must be publicly available on the ANUSM website at all times.
2. Previous versions of the policy should remain publicly available for a period of at least five (5) years following the date of enactment of a superseding version.
3. All previous versions of the associated intellectual property policies must be retained by the Deputy Editor-in-Chief on behalf of ANUSM.

15. Disputes

1. In the event of a disagreement between the parties, a decision made on behalf of ANUSM may be appealed and reviewed by application to the panel established in the ANUSM Grievances and Disputes Procedure.
 - a. The panel must provide its findings in writing to all parties involved in the dispute.

Australian National University Student Media
Intellectual Property Policy

16. Policy Details

This policy was adopted by ANU Student Media on 17.08.23

Australian National University Student Media Intellectual Property Policy

Appendix A: Template Cease and Desist Notice

Addressee

Dear insert,

Copyright of Woroni Content

It has come to our attention that you are using and publishing //content// on your //website/platform//. These materials are a verbatim copy of content prepared and published by us on //date//. We are concerned about the breach of our intellectual property rights by your use and publication of the //content//.

Infringement of Copyright

Copyright in the //content//, including the exclusive right to publish, is owned by us. The //content// was created by us for the purposes of running the Woroni student publication and publishing content and information for university students and other readers.

You have not obtained our permission to use and publish the //content// to //promote your commercial interests//. The materials do not acknowledge our copyright or attribute to Woroni in any way.

We also draw your attention to Woroni's Intellectual Property Policy (the Policy), which was disclosed to you on //date// when you agreed to prepare the //content// for us. As per clause 4(2) of the Policy, you are bound to its terms.

Clause //insert// of the Policy stipulates that all intellectual property rights in the //content//, including copyright, are owned by Woroni. While you do have a licence to publish, your actions of //insert infringing action// are beyond the limits of your licence and are a clear infringement of our intellectual property rights in the //content//.

Reproduction and communication to the public of the whole or part of an artistic work without the licence of the copyright owner constitute acts of copyright infringement under section 36(1) of the *Copyright Act 1968* (Cth). Your reproduction of our //content// on your //website/other// is therefore an infringement of our intellectual property rights.

The remedies for copyright infringement include injunctions, orders for delivery up of infringing materials and, at our election, an account of profits or damages. In appropriate cases, the court will award additional damages for flagrant infringement.

Demand

Australian National University Student Media Intellectual Property Policy

We demand that you immediately cease and desist using and publishing our //content// and promoting it as your own material //in an attempt to promote your commercial interests//. We require you to:

1. remove all offending content and any other materials that are copied from our //content// from your //web pages/other//;
2. //delete and destroy any and all copies of our //content// which are in your possession//; and
3. undertake to cease all future use or infringement of any intellectual property owned by us.

We require that you undertake the above actions within one month of the date of this letter and that you give the undertakings by signing below and returning a full copy to us by //date//.

If we do not receive the required undertakings, or we are aware of your continued infringement, we may take any further action we deem necessary, including the commencement of proceedings against you without further notice. This will include claiming interest and costs in addition to other legal remedies available.

We otherwise reserve all rights in relation to this matter. We recommend that you give this your urgent attention.

Signature

Australian National University Student Media Intellectual Property Policy

Appendix B: Template Notice Informing Contributors

Contributors must be informed of ANUSM policy for the practices to be effective. The following is a standard way contributors can be notified, and should be accompanied by the current version of this policy:

'We have attached our Intellectual Property policy. This policy governs ownership and rights to use and publish all works and intellectual property that you prepare for publishing by us (or vice versa). By confirming your acceptance of the terms of the policy or continuing to provide works to us for us to publish or commissioning work from us, you acknowledge that you are bound to the terms of this policy. You should review the policy carefully to ensure that you understand what it means for the ownership of intellectual property in the works that you prepare for publishing by us or that you commission from us and the effects on future publishing of any of your works.'

Appendix C: Template MOU IP Notice

'Our Intellectual Property Policy is publicly available on our website, and governs ownership and rights to use and publish all works and intellectual property that you prepare for publishing by us (or vice versa). By agreeing to this MOU you acknowledge and agree that you are bound to the terms of this policy. You should review the policy carefully to ensure that you understand what it means for the ownership of intellectual property in the works that you prepare for publishing by us or that you commission from us and the effects on future publishing of any of your works.'