

Geelong Field Naturalists Club and COPYRIGHT

GFNC is a publisher. The Club produces a monthly magazine, the *Geelong Naturalist*, which consists of a range of content – generally written, but also including photographs – contributed by Club members. Content includes magazine articles such as reports of Club excursions; news items and brief items of general interest; consolidated and annotated flora and fauna observation data. In addition the GFNC also maintains a website which provides members with the facility to record flora and fauna details via observation portals. In the future members may also be able to upload articles, stories and other content. Observation data from the website and the *Geelong Naturalist* is consolidated, analysed and reported in the annual *Geelong Bird Report*. Members may also write and contribute articles to the *Geelong Bird Report*.

As the GFNC's primary aim is to educate and disseminate information on natural history, the Club requires the flexibility to reproduce (e.g. scan) and republish (print or online) copyright-protected content submitted to Club publications and the GFNC website.

1. WHAT COPYRIGHT DOES and DOES NOT PROTECT

Copyright protects literary, dramatic, musical or artistic work.¹ Literary and artistic work are of most relevance when considering the nature of current contributions to GFNC publications:

- textual material (literary works), such as journal or magazine articles
- artistic works, such as drawings, photos, maps, diagrams and graphs

Copyright does not protect information or ideas, but only the expression of information and ideas. While the specific details of flora and fauna observations may be classified as information i.e. an observed species at a specific location, any additional descriptive text may come under the heading of textual material and as such would be protected by copyright.²

2. COPYRIGHT OWNERSHIP and AGREEMENTS

The GFNC does not have a written or formal agreement with contributors to the *Geelong Naturalist*, *Geelong Bird Report* or the GFNC website specifying copyright ownership. According to the Australian Copyright Council (ACC)³ in cases where the rules of ownership as stated in the Copyright Act do not apply (e.g. work commissioned from a freelancer, or commissioned under contract), and where there is no written agreement determining ownership, **the creator owns copyright in material**. The ACC also states that volunteers retain copyright in material such as reports, logos and so on, that they create.⁴

For the GFNC to have the right to publish, reproduce (e.g. scan print material) or republish (print or online) copyright-protected content submitted to Club publications and the GFNC website, it is recommended that **content creators license non-exclusive rights to the Club**.

Creators could **assign** copyright rights to the GFNC, however assigning means the creator sells or transfers the rights and someone else becomes the owner. The GFNC does not require copyright ownership of submitted content. Instead a more appropriate option would be the granting of a non-exclusive licence allowing specified re-use of content by the GFNC.

¹ ACC An Introduction to Copyright in Australia, Information Sheet, March 2014

² **NB** This assessment of flora and fauna observations is a presumption based upon reading of ACC information leaflets, but has not been checked directly with the ACC.

³ ACC Writers and Copyright, Information Sheet, March 2012

⁴ ACC Ownership of Copyright, Information Sheet, February 2017

Licensing means that a person remains the owner but someone else is permitted to deal with the work in ways that they (creator) and that person (GFNC) agree on. Under a non-exclusive licence the creator can grant more than one person/party a licence to use material in specified ways.

3. GFNC COPYRIGHT AGREEMENT

The ACC recommends best practice is to put any agreement or transaction relating to copyright into writing. Therefore to protect the rights of content creators and to provide the Club with flexibility in the re-use of copyright material, the following agreement is proposed. This agreement licenses certain specified rights to the GFNC and should be signed by the creator/copyright owner.

Creator's declaration:

I grant the Geelong Field Naturalists Club Inc. (GFNC) a royalty-free, non-exclusive, perpetual licence to publish, reproduce or republish My Content in print or online.

I understand that I retain copyright and any other rights I hold in My Content and can continue to share or commercialise My Content as I wish.

I confirm I own, or have the right to use, any copyright material included in My Content and that I am not infringing any person's rights by submitting the content to GFNC publications or the GFNC website.

I understand that the GFNC will appropriately attribute My Content in publications or on the GFNC website.

NAME

DATE

SIGNATURE

DEFINITIONS

My Content may include text, photos, videos, audio or weblinks contributed to GFNC publications and the GFNC website.

GFNC is the Geelong Field Naturalists Club Inc.

GFNC publications include, but are not limited to, the *Geelong Naturalist* and the *Geelong Bird Report*.

Publish means to make My Content public in GFNC publications and/or the GFNC website.

Reproduce means to make a copy of Content in print or online (e.g. scan from print to digital form).

Republish means to publish the Content again in print and/or online.

Perpetual means continuing for the lifetime of the GFNC.

Attribute means acknowledge me as the creator of My Content.

Once signed, the proposed GFNC Copyright Agreement would apply to existing and new contributors.

In the case of previous contributors who may no longer be members of the Club; are deceased; or whose whereabouts are unknown, the Club should consider if follow up actions are needed to seek out contributors/ copyright owners (family members in the case of deceased contributors) and request the granting of the non-exclusive licence for previously published content.⁵

4. PROTECTING COPYRIGHT ON GFNC WEBSITE

A website, as a whole, is not protected by copyright. Rather, individual components of it are likely to be protected, including articles, blog posts, photos etc.⁶ To inform website visitors of their responsibilities as readers and users of the GFNC site, it may be advisable to include a copyright notice. A draft copyright notice is proposed below.

Copyright notice

The Geelong Field Naturalists Club aims to make information accessible to a wide audience.

This website and its contents are subject to copyright under the laws of Australia and, through international treaties, other countries. Generally the copyright in materials in this website is owned or licensed to the Geelong Field Naturalists Club Inc.

Unless otherwise indicated you may copy, distribute, display, download or print the material on this website for your own personal use, for non-commercial educational purposes or for non-commercial use within your organisation. You may not alter content and must attribute the copyright owner (author) listed on this website, or the Geelong Field Naturalists Club Inc. where no author is listed.

Document written by Bernie Lingham, based on analysis of information taken from the Australian Copyright Council Information leaflets.

For more information, see the Australian Copyright Council web site : [copyright.org .au](http://copyright.org.au) .The “Find an answer” page has an overview of copyright issues and rules.

3rd November 2014.

⁵ “Copyright generally lasts for the life of the creator plus 70 years and where duration depends on year of publication, it lasts until 70 years after it is first published.”

ACC An Introduction to Copyright in Australia, Information Sheet, March 2014

⁶ ACC Websites & Copyright, Information Sheet, April 2014