

## **130.050 – INTELLECTUAL PROPERTY OWNERSHIP POLICY & AGREEMENT**

### **POLICY**

The Student retains rights of ownership, including copyright, to all works he/she produces (the “Work”) while enrolled in any program at Maine Media Workshops + College (“Maine Media”).\*

The Student bears full responsibility for: (1) obtaining any permissions and clearances necessary to the production, presentation and distribution of their works; (2) ensuring that works they create do not violate the copyrights or civil rights of others; (3) ensuring that the content of their works is not libelous, obscene, or in violation of any other laws or statutes; and (4) complying with this Agreement.

The Student agrees to defend, indemnify and hold harmless the Maine Media and its agents and employees against claims made against them with regard to the foregoing undertakings and responsibilities.

### **PROCEDURE**

The Student grants to Maine Media perpetual non-exclusive license, free of royalty or other payments or fees, to reproduce and distribute works for educational, advertising or administrative purposes. These reproductions remain the sole property of Maine Media.

Additionally, the Student agrees to follow the practices described below.

*Attribution practices:*

1. Maine Media is to receive a single card credit at the beginning of each student film or video. The name of the student and Maine Media should appear together at the end of the project. Sample: (c)
2. “Year” Filmmaker's Name/Maine Media Workshops + College. There may be instances in which Maine Medias Vice President of Academic Affairs or College President requests that Maine Media name not be included in the credits. This request will be honored.
3. The source of the material or script must be acknowledged with a single card credit. Single card credits must also be provided for the following positions involved with the project:
  - a. Producer, Director, Cinematographer, Editor, Music Source, Faculty members and principle cast members.
4. Credits at the end of the film may include crew members and others who work on or assisted in the production, such as locations, catering, equipment suppliers, etc.
5. The Student working in residence at Maine Media and / or using equipment owned by Maine Media, and /or locations procured by, or with the assistance of Maine Media, and /or employing talent associated with Maine Media, agrees to not release, publish or distribute any Work until copies of all permits, releases and clearances have been provided to the program office.
6. The Student will retain a set of all permits, releases, and clearances. Written permits and releases include: releases from all actors, extras and fellow collaborators on the project; faculty members and advisors.
7. The Student agrees and warrants that they will assure that these practices are followed by themselves, their agents and any other person or organization that distributes or displays the Work in any medium, including but not limited to posting on the Internet.

\* Maine Media Workshops + College may employ students in such a capacity that would require them to produce creative works. This policy does not govern specific works produced by students as a part of their employment. In these instances, the rules regarding the intellectual property rights of employees shall apply.