

## Who Owns the Copyright to Student Works?

Written agreements between staff members and the publication are the best way to settle that question. See the sample policy of the Student Press Law Center ([http://www.studentpress.org/nsipa/pdf/wheel\\_medialicense.pdf](http://www.studentpress.org/nsipa/pdf/wheel_medialicense.pdf)) or use the document below as a starting point. One allows the students to retain ownership of the works they create while giving the publication a license to use them. The downside of this option is that the publication may not be able to prevent others from using the work without permission. The second option assigns the copyright ownership of the students' works to the publication, which can defend those ownership rights.

### **Version 1: Individual students own the content; publication has rights to use but can't enforce against others who use the works without permission**

#### **Sample Student Media Staff Member Agreement about Assignment of Rights**

*(to be signed by each student staff member or, if they are under the age of majority, their parent)*

**[Name of Student Media Organization] (the Publisher) is an unincorporated association of students at [Name of School]. \_\_\_\_\_ (the Staff Member), is an individual seeking to contribute creative work product to the [Name of Student Media Organization]. The Publisher and Staff Member, and his/her parent or guardian if Staff Member is a minor, agree to the following license governing the Staff Member's contributions to the Publisher (the Works).**

By contributing the Works to the Publisher, the Staff Member, and his/her parent or guardian if Staff Member is a minor, hereby grants to the Publisher a license of copyrights for the purpose of the Publisher's inclusion of the Works in its current or future print and electronic media publishing efforts in any format now known or later discovered, including the right to reproduce, adapt, distribute, display, perform and electronically **transmit the Works. The Works are fully sublicensable by the Publisher.**

The Staff Member retains the right to display, reproduce and distribute the Works in Staff Member's portfolio, clip file, Web site and third party trade publications or exhibits for the purpose of promoting or exemplifying the Staff Member's work. The Staff Member may only sell or receive compensation for the Works upon written agreement of the Publisher.

The Staff Member, and his/her parent or guardian if Staff Member is a minor, agrees that this license shall exist as long as the intellectual property is entitled to protection under the laws of the United States and cannot be revoked except with written consent from the Publisher.

#### **For Student Media Organization**

#### **For Staff Member**

\_\_\_\_\_  
Student Editor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Staff Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Adviser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Staff Member Parent  
or Guardian

\_\_\_\_\_  
Date

(if staff member is a minor)

**Version 2: Publication owns the content and can prevent others from using it**

**Sample Student Media Staff Member Agreement about Assignment of Rights**

*(to be signed by each student staff member or, if they are under the age of majority, their parent)*

**[Name of Student Media Organization] (the Publisher) is an unincorporated association of students at [Name of School]. \_\_\_\_\_ (the Staff Member), is an individual seeking to contribute creative work product to the [Name of Student Media Organization]. The Publisher and Staff Member, and his/her parent or guardian if Staff Member is a minor, agree to the following license/assignment of rights governing the Staff Member’s contributions to the Publisher (the Works).**

By contributing the Works to the Publisher, the Staff Member, and his/her parent or guardian if Staff Member is a minor, hereby grants to the Publisher the copyright in the Works for the purpose of the Publisher’s inclusion of the Works in its current or future print and electronic media publishing efforts in any format now known or later discovered, including the right to reproduce, adapt, distribute, display, perform and electronically **transmit the Works**.

The Publisher agrees to give the Staff Member a license to display, reproduce and distribute the Works in Staff Member’s portfolio, clip file, Web site and third party trade publications or exhibits for the purpose of promoting or exemplifying the Staff Member’s work.

The Staff Member, and his/her parent or guardian if Staff Member is a minor, agrees that this assignment of rights shall exist as long as the intellectual property is entitled to protection under the laws of the United States and cannot be revoked except with written consent from the Publisher.

**For Student Media Organization**

**For Staff Member**

\_\_\_\_\_  
Student Editor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Staff Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Adviser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Staff Member Parent  
or Guardian  
(if staff member is a minor)

\_\_\_\_\_  
Date



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