



## *Official documents*

**Administrative translation. The french version is the official one** (format pdf)

Version française

### Table of contents

0 - Identification

#### I- General provisions

- 1 - Principles and objectives
- 2 - Legal framework
- 3 - Field of application
- 4 - Definitions
- 5 - Copyright
- 6 - The use of third-party works
- 7 - Internet and copyright

#### II- Copyright at Polytechnique

- 8 - Works produced by faculty
- 9 - Administrative works
- 10 - Works produced by a consultant or contractor
- 11 - Works produced wholly or in part by a student
- 12 - Collaborative works
- 13 - Books, scientific Sections and technical reports (library)
- 14 - Teaching materials
- 15 - Software
- 16 - Publication and commercial development of a work

#### III- Reproduction of teaching materials

- 17 - Reproduction of teaching materials (on paper)
- 18 - Dissemination/reproduction of digital teaching materials

#### IV- Resolving differences

- 19 - Informal resolution
- 20 - Mediation
- 21 - Arbitration

#### V- Policy administration

- 22 - Application
- 23 - Review
- 24 - Coming into force

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## 0 Identification ▲

**Title :** Copyright Policy

**Officer in charge :** Secretary General

**Approval :**

- Adopted by the Board of Directors, May 26, 2005 (CAD-982-5065)

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## I- General provisions ▲

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### 1 Principles and objectives ▲

Polytechnique Montréal is a privileged place of study, reflection, knowledge transmission, continuing education, research, creation and innovation.

Findings generated by university teaching and research can have a substantial scientific, technological, commercial, social and political impact. These findings give rise to products that must be distributed through the appropriate channels so they can be reviewed by peers as well as contribute to society's progress and general well-being.

Members of the Polytechnique community produce numerous scientific, technical and educational works, along with administrative publications. In recognizing the value of these works, Polytechnique Montréal aims to safeguard them to the benefit of the institution, the authors and the community.

New information and communications technologies have transformed teaching and the dissemination of knowledge, while mediatized teaching and distance learning are growing rapidly. Polytechnique Montréal is responsible for protecting the creative contribution of those working in these fields and ensuring that third-party copyrights are respected.

Intellectual property is governed by various laws designed to protect the products resulting from intellectual or creative activity, including inventions, literary, artistic or musical works, computer software, course packs notes, audiovisual materials, and teaching and learning resources.

Polytechnique Montréal's *Politique sur la propriété intellectuelle technologique/Regulation on Technological Intellectual Property* sets out the rights and obligations of researchers and the institution with respect to intellectual property and the commercial development of technologies arising from research and development. The results of such research may, where appropriate, give rise to inventions protected by patent.

Moreover, original works, including books, other writings and computer programs, are protected by copyright. Copyright is also protected under international agreements and Canadian legislation

Polytechnique Montréal therefore deems it pertinent to draft a *Politique en matière de droits d'auteur/Copyright Policy* that sets out consistent, fair and equitable rules applicable to the creations of members of the Polytechnique community. This Policy also describes the rules to ensure compliance with third-party copyrights.

The primary objectives of the *Copyright Policy* are as follows:

1. To determine the ownership of copyright to works created by members of the Polytechnique community.
2. To support the creation and dissemination of original works of quality in line with Polytechnique's academic mission.
3. To establish clear rules pertaining to the reproduction and dissemination of educational materials, whether in paper or digital form, in respect of copyright and in compliance with the obligations of Polytechnique Montréal.
4. To state the conditions under which members of the Polytechnique community may use and borrow works created by others.

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### 2 Legal framework ▲

This Policy specifies the application of the federal *Copyright Act* (R.S., c. C-30) in the context of Polytechnique Montréal.

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### 3 Scope ▲

This Policy applies to all members of the Polytechnique community.

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### 4 Definitions ▲

Unless the context indicates a different meaning, the following terms means:

**Author** : A member of the Polytechnique community who, alone or jointly, has produced a work as defined below.

**Bibliothèque** : Polytechnique's library

**BRCDT** :Bureau de la recherche et Centre de développement technologique (office of research and centre for technological development)

**Distribution centre** : Sales centre with which Polytechnique has signed an agreement for the sale and distribution of teaching materials to its students.

**Assignment** : Contract through which an author partially or wholly assigns copyright to another. Assignment differs from licensing, which enables someone to use a given work temporarily for specific purposes.

**Lecturer** : Any person hired on a part-time basis by Polytechnique to teach one or more courses.

**Consultant or trainer** : Any individual or company hired by Polytechnique to carry out a job, fulfil a mandate or give a training program.

**Agreement** : Agreement concerning the reproduction of literary works in universities between the Société québécoise de gestion collective des droits de reproduction (the COPIBEC), the Ministère de l'Éducation du Québec and the Conference of Rectors and Principals of Québec Universities (CREPUQ).

**Document** : Information inscribed on any medium – paper, digital or other – and accessible through any form of writing, including symbols.

**Polytechnique employee** : Any person employed or paid by Polytechnique, whether on a full- or part-time basis and whatever the funding rule that governs their remuneration.

**Licence** : Contract through which a copyright holder grants exclusive or non-exclusive right to a third party to use a work or a part thereof and/or market it for specific purposes or under certain conditions. A licence is not an assignment of copyright; rather, it is comparable to some extent to a rental.

**Logiciel** : All programs designed to be used on a computer.

**Teaching materials** : Works used for teaching and learning, including anthologies, course packs, computer presentations (e.g. PowerPoint, Open Office), slides, transparencies, charts, graphs, images, animations, videos, user guides, examination questions, anthologies or compendiums, solutions manuals, drill and practice software, simulations, databases and other teaching and learning resources (TLR). Note that this term does not encompass books.

**Member of the Polytechnique community** : Person employed by Polytechnique or pursuing work related to its missions, including but without being limited to teaching staff, lecturers, consultants, trainers, administrative staff, technicians, support staff, research associates, research assistants, students, fellows and postdoctoral trainees.

**Teaching staff** : Any person responsible for a teaching or research at Polytechnique who holds the rank of full professor, associate or assistant professor, instructor, lecturer, visiting professor or research fellow.

**Administrative staff** : Any person employed by Polytechnique in a managerial, administrative or professional capacity.

**Course packs** : Paper or digital documents, including sets of notes or collections of texts taken from other publications, prepared and assembled by a faculty member for students in a course.

**Work** : An **original** creation by a member of the Polytechnique community that is protected by copyright, including but not limited to writings (scientific or other texts, dictionaries, tables, translations, compilations, etc.), paintings, sculptures, engravings, architectural works, photographs, graphic works, marines or geographical maps, plans and software, and audio-visual or multimedia documents.

Note that this term does not include inventions or creations eligible for protection under the *Regulation on Technological Intellectual Property* or works whose confidentiality is ensured through an agreement between Polytechnique and a third party.

**Academic work** : Any work created, developed or modified by a member of the Polytechnique community in relation to that person's role within the institution or to research and creative work accomplished by that person in fulfilling Polytechnique's mission. This term excludes technologies covered by the *Regulation on Technological Intellectual Property*. It includes, but is not limited to, books, Sections, theses, dissertations, reports other than professional reports, teaching materials, and educational or learning software.

**Administrative work** : Any work that is administrative in nature or created for administrative purposes, including reports, notices, information documents, advertising materials and so on, produced at the specific request of Polytechnique through directives or other means, or as part of the regular administrative functions performed by a member of the Polytechnique community.

**P.I.P.** : Les Presses internationales de Polytechnique.

**Polytechnique** : La Corporation de l'École Polytechnique de Montréal.

**Technical report (library)** : Paper or digital document prepared by a member of the teaching staff and that forms part of Polytechnique's collection of technical reports. A technical report bears a specific report number (EPM-RT-aaaa-nn).

**Professional report** : Paper or digital document prepared by a Polytechnique staff member as part of a contract with a third party issued by the BRCDT.

**Sponsored research** : Research funded in part or in whole by an external partner to Polytechnique that is subject to an agreement stating whether the rights to the research findings are held by Polytechnique or a third party.

**Teaching and learning resources (TLR)** : Educational resources, including the entire range of digital resources used in learning situations: simulations, computerized dictionaries, lexicons, manuals, databases, drill and practice software, video directories, situational exercises available on CD, DVD or through the Internet, etc.

**Reproduction** : Any reproduction of a published work or part thereof that is protected by copyright and reproduced by any duplicating process whatsoever.

**Digital reproduction** : Any reproduction of a work or a part thereof published on a digital medium such as compact discs (CD), digital video discs (DVD), hard drives or memory keys.

**Service de reprographie (reprographic service)** : Polytechnique's photocopy service.

**Educational Rights Collective of Canada (ERCC)** : Non-profit Canadian copyright collective society founded in 1998. The ERCC represents the interests of television and radio copyright holders (news broadcasts, commentaries or other programs) when these programs are reproduced and publicly executed for educational purposes by educational institutions.

**Copyright holder** : Typically, the author of a work is the first copyright owner of that work. The copyright holder has the right to publish or reproduce the work or allow another person to do so.

An exception to this principle applies where the work was created in the course of employment. In such cases, according to the *Copyright Act*, the employer is the first copyright owner, unless otherwise stipulated. However, where the work is an Section or other contribution to a newspaper, magazine or similar periodical, then in the absence of any agreement to the contrary, it shall be deemed that the author reserves the right to prohibit publication of the work, otherwise than as part of a newspaper, magazine or similar periodical.

**Course work** : Academic project report, thesis, dissertation.

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## 5 Copyright ▲

Copyright means the sole right of a work's author or copyright holder to publish, produce, reproduce, publicly display or perform, by telecommunications or other means, translate or adapt in some other form, that work or any substantial part thereof, or authorize someone else to do so.

A work is protected by copyright if it is an original creation and fixed in a material form. Copyright protection extends to the expression of an idea, not to the idea itself. "Work" includes written works (books, Sections, etc.), artistic works (sculpture, painting, photography, etc.), dramatic works (theatre, film, etc.) musical works, sound recordings, certain industrial designs, software and computer programs, and source codes, among others.

Copyright includes both moral and economic rights.

### **Moral rights**

Moral rights entitle the author of a work:

- to be designated as the work's creator;
- to be associated with the work as its author, whether by name or under a pseudonym, as well as to remain anonymous;
- to protect the work's integrity by suppressing any distortion, mutilation, or modification of that work;
- to prevent any use that is prejudicial to the author's honour or reputation.

The author of a work retains the moral rights applicable to that work even if he or she has assigned the copyright. However, the author may waive said moral rights to the benefit of the owner or licensee of copyright. Such a waiver must be made in writing in order to be valid.

### **Economic rights**

Economic rights belong to the copyright holder, i.e. the author or the person to whom these rights have been assigned. The *Copyright Act* provides that "Subject to this Act, the author of a work shall be the first owner of the copyright therein" Economic rights allow the author to develop, seek payment for, protect and control the use of his or her work.

The author may assign or transfer the economic rights to a work, or authorize its reproduction, under specific conditions and usually for a defined period.

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## **6 Using the works of third parties ▲**

The *Copyright Act* lists exceptions stipulating the circumstances under which someone can use a work without the copyright holder's express permission. One of these exceptions is *fair dealing*. Other exceptions adopted in 1997 apply specifically to educational institutions.

Using a protected work without the copyright owner's permission, without a licence granted by a copyright management organization, or in a way that is not permitted by the exceptions provided by law constitutes an infringement or breach of copyright. Such a breach occurs whether the work is published in conventional media (book, recording, etc.), digital media (CD, floppy disc, hard drive, etc.) or on the Internet.

### **6.1 Fair dealing**

"Fair dealing" is an exemption in Canadian copyright law that allows a work to be used without the copyright holder's prior consent or the obligation to pay royalties, for the purposes of criticism or review, news reporting, or research or private study, provided that the source and author's name are clearly mentioned.

The citation and reproduction of a qualitatively and quantitatively unimportant portion of a work is considered fair dealing.

The significance of the portion of a work cited or reproduced may be assessed in terms of quantity or quality. The following criteria are used in this assessment:

- a. the size of the portion reproduced;
- b. its proportion or substantiality in relation to the original copied work;
- c. its proportion in relation to the work into which it is incorporated;
- d. the purpose of the citation or reproduction;
- e. any harmful competition that may result for the copyright holder.

The reproduction of a qualitatively and quantitatively significant portion of a work requires:

- a. permission from the copyright holder;
- b. a mention of the source and author's name in the text in which the reproduction is to appear.

## **6.2 Exceptions for educational institutions**

Exceptions to the *Copyright Act* allow an educational institution or person acting under its authority and on the institution's premises to use a work without permission from the copyright holder, provided the use is for educational purposes.

### **Reproducing works**

An educational institution or person acting under its authority, on the institution's premises and in an educational capacity may :

- a.. make a manual reproduction of the work on a blackboard, flip chart or similar surface;
- b. make a copy of a work to be used to project an image of that copy using an overhead projector or similar device;

### **Exams and tests**

- c. reproduce, translate, or publicly perform a work;
- d. communicate the work by telecommunications (computer, fax or other) to the public located on the institution's premises.

The exceptions described in Subparagraphs b), c) and d) does not apply if the work or subject-matter is commercially available in a medium that is appropriate for the purposes covered by these exceptions.

A work is considered "commercially available" when :

- a. it can be procured in Canada, at a reasonable cost and within a reasonable timeframe, without unreasonable effort;
- b. if, at a reasonable cost, within a reasonable timeframe and without unreasonable effort, a licence may be obtained from a copyright management company for the work's reproduction, public performance or communication to the public by telecommunications, as the case may be.

Accordingly, a work is considered "commercially available" when a management company handles the rights to such work. Only a translation, if it is not "commercially available," may be made under these circumstances.

### **Reproducing radio and television broadcasts**

An educational institution or person acting under its authority may, without needing to obtain permission from the copyright holder nor being obliged to pay royalties, reproduce a single copy of a news program or report (with the exclusion of documentaries) to be presented to an audience composed primarily of the institution's students.

One year following said reproduction, the educational institution must pay the royalties set by the Copyright Board, if the recording has been retained; or destroy the copy.

Regarding other types of broadcasts, the educational institution may keep the copy for up to 30 days to determine its educational value. If the recording is kept beyond 30 days or presented in a classroom, the educational institution must pay the royalties set by the Copyright Board.

These royalties are payable to the ERCC.

### 6.3 Licences granted by the COPIBEC

The Société québécoise de gestion collective des droits de reproduction, better known under its acronym COPIBEC, is a Québec collective that manages the reproduction rights of works protected by copyright. Under certain conditions, the COPIBEC can authorize the reproduction on paper or acetate of various works.

To ensure copyright compliance and facilitate the tasks of its teaching staff, Polytechnique, like other universities, subscribes to the Agreement.

This Agreement authorizes Polytechnique to reproduce on paper without permission from the copyright holder, the lesser of 25 pages or 10% of the total pages of the source; or an entire journal Section or book chapter, provided it does not exceed 20% of the total pages of the source.

Responsibilities in this matter for the Reprographic Service are described in Paragraph 17.1; for PIP, in Paragraph 17.3; and for teaching staff and lecturers, in Paragraph 17.4 of this Policy.

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## 7 The Internet and copyright ▲

Much of the material available online, including e-mail content, is protected by copyright. For the moment, copyright laws in Canada and around the world do not authorize the reproduction of information obtained on the Internet, nor the transmission of such information to another person. The information in its entirety or any substantial part thereof may not be reproduced without the permission of the copyright holder.

However, in certain cases this information may be used without constituting a breach of copyright :

- a. If the ideas and facts available on the Internet have been reformulated in one's own words;
- b. If the work is in the public domain, since works in the public domain may be used without permission. A work is considered in the public domain when :
  - i. its author has been dead for over 50 years;
  - ii. the copyright owner grants the public unrestricted rights to reproduce the work.
- c. If the work has a free software licence (e.g. GPL or Open Source Definition) or a "Creative Commons" licence.

The use of digital resources made available through the Bibliothèque is governed by user licences that are often more restrictive than the *Copyright Act*. While these licences differ from one resource to the next, they generally prohibit :

- a. the storage of digital documents on the user's desktop;
- b. retransmission to a third party;
- c. the creation of a local database using the data extracted;
- d. archiving.

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## II- Copyright at Polytechnique ▲

Since the publication and distribution of work are important to Polytechnique's visibility, the institutional affiliation of the copyright owner must appear on every publication.

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## 8 Works produced by teaching staff ▲

Unless any agreement to the contrary, Polytechnique cedes the first copyright it owns on academic works created by its teaching staff in the course of their employment to the authors of those works. Where appropriate, the same rule applies to academic works produced by administrative staff.

Furthermore, unless any agreement to the contrary, the author of a professional report retains the moral rights associated with it; the associated economic rights are own by Polytechnique.

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## 9 Administrative works ▲

Within its rights, Polytechnique remains the first copyright owner of any administrative work created by a Polytechnique employee.

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## 10 Works produced by a consultant or trainer ▲

The rights of Polytechnique with regard to works created by consultants or trainers are governed either by the contractual agreement between these consultants or trainers and the institution, or by an internal directive.

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## 11 Works wholly or partially produced by a student ▲

Student rights regarding course work must be reconciled with the rights of Polytechnique and, where appropriate, third parties, notably as concerns use and confidentiality with regard to the content of a final or integration project, a master's thesis or master's research, or a doctoral dissertation.

Polytechnique retains physical property of course work produced as part of a student's program of study for the purposes of academic evaluation, retention or disposal under the institution's rules governing the document conservation.

If the course work results in a software program, Section 15 of this Policy shall apply.

### 11.1 Credited course work

Students hold the moral and economic rights to works produced as part of the requirements of their program of study.

When the course work results from a group effort, the group's members jointly hold the moral and economic rights to that work, provided each has made a significant intellectual contribution.

#### a. Course work not produced as part of sponsored research

Where they are the sole or primary authors, students hold the moral and economic rights to course work that has not been produced as part of a sponsored research project.

Economic rights on course work are limited to the written document. The results of such works do not necessarily belong to the student, since they often ensue from close collaboration with the research supervisor and/or research team.

In the case of a thesis or dissertation by Sections, students must complete the form available at the Bureau des affaires académiques (office of academic affairs), on which they must state the contribution of each author for any co-authored Sections.

Polytechnique may require students to sign a licence authorizing the Bibliothèque to reproduce or lend out their thesis or dissertation.

In addition, students who have submitted a thesis or dissertation are advised to complete Library and Archives Canada's (LAC) "Non-Exclusive Licence to Reproduce Theses." This licence allows LAC to reproduce, distribute or sell such works. LAC may also authorize other agencies to act on its behalf.

The *Technological Intellectual Property Regulation* governs all procedures aimed at developing research through legal protection in any form.

#### b. Course work produced as part of sponsored research

In cases of sponsored research, students must abide by Polytechnique's commitments pertaining to moral rights, economic rights and confidentiality, commitments of which they had been informed before agreeing, in writing, to participate in such research.

Polytechnique may not conclude a confidentially agreement with an external partner that is detrimental to a student's right to submit a project report,



thesis or dissertation for evaluation and graduation purposes.

Completed course work is typically made available upon graduation. Accordingly, when suggesting a research topic that falls under a project unable to be published at time of graduation, research supervisors must clearly inform the students under their supervision of the consequences this may have on the publication of their work, as well as the possible delays.

Any extension requests must be addressed by the research supervisor to the Director of the Bureau des affaires académiques, specifying the reason for such a request. The extension period extends 12 months after the student's graduation. In exceptional circumstances, this period may be prolonged, but must not exceed 24 months.

### **11.2 Works produced in contexts other than academic**

When students produce work extrinsic to the academic requirements for their program of study and receive remuneration for that work (e.g. through an employment contract), Polytechnique remains the first copyright holder for the work's results.

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## **12 Collaborative works** ▲

A work is considered "collaborative" if it is produced by several authors; if the portion created by one author is not distinct to that created by another; or if the portions created by different authors are indistinguishable in the completed work.

Compilations of distinct, autonomous works are not considered collaborative works.

### **12.1 Acknowledgement of intellectual or creative contributions**

Each contributor to a collaborative work holds rights to that work in proportion to his or her intellectual or creative contribution, provided he or she has concretely helped organize the work's ideas and material form and has not simply provided consultation, advice or suggestions. Generally speaking, the contribution of a research supervisor is not limited to consultation, advice or suggestions.

The intellectual or creative contribution is the criterion on which the titles of authorship and co-authorship rest. Acknowledging a contributor as holding one of these titles confers the following rights :

- a. The right to an attestation of that person's contribution and, in the case of a publication, to have his or her name appear as author;
- b. The right to a share of the profits generated by the work's commercialization.

Any intellectual or creative contribution that directly contributes to the work must be acknowledged in a just and equitable manner. The degree and nature of the contribution determines the authors' rights. Contributions that are non-intellectual or non-creative, e.g. that are strictly technical, do not confer any particular rights, but may be the object of a mention or thanks.

Recognizing an intellectual or creative contribution entails qualifying that contribution as "substantial" or "supplementary."

If the intellectual or creative contribution is deemed substantial, copyright is granted to the contributor along with the treatment associated with the title of authorship as provided for in this Policy.

If the contribution is deemed supplementary, its recognition takes the form, as appropriate, of a mention as collaborator; of acknowledgement in the form of thanks; or, in the case of a student, of the recognition of credits attributed in that student's program of study.

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## **13 Books, scientific Sections and technical reports (library)** ▲

With the exception of rights pertaining to professional reports, Polytechnique cedes to their authors the first copyrights it holds on books, scientific Sections and technical reports produced by its employees, individually or collectively, with the following restrictions :

- a. Authors who choose to publish their works with PIP may cede their rights to PIP while retaining all royalties due to them;
- b. For authors who choose to use another publisher, Polytechnique reserves the right to request that its name be mentioned in all copies of the published work as well as in all promotional documents pertaining to that work;
- c. For authors who choose to use another publisher, Polytechnique retains the right to claim reimbursement for the cost of the human and material resources used, when these resources have been specifically provided by Polytechnique for the work's creation, or when its creation entailed greater resources than those generally put at the disposal of members of the Polytechnique community in a comparable situation;
- d. Polytechnique may choose to delay publication if and when such a deferral is needed :
  - i. to respect a confidentiality agreement between Polytechnique and an organization that has provided confidential data, until such a time as that organization authorizes disclosure;
  - ii. when the publication contains research findings related to industrial secrets liable to be affected by their disclosure, except where this issue is resolved in a signed agreement. In such a case, confidentiality should be limited to items pertaining to those secrets and the protection of legitimate interests, but not to the research results in their entirety;
  - iii. when the publication contains findings liable to have a substantial economic, commercial or industrial impact, in which case patent applications may need to be drafted or filed and/or other forms of protection obtained.

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## 14 Teaching materials ▲

Unless any agreement to the contrary, Polytechnique cedes to their authors the first copyrights it holds on teaching materials created by its teaching staff in the context of their duties, with the following restrictions :

- a. In respect of the authors' moral rights, Polytechnique reserves the right to use this material to ensure continuity of instruction during the temporary absence (sickness, sabbatical leave, etc.) or departure of a faculty member. A copy of the material must be saved on its original form. As needed, Polytechnique may update or take excerpts from the work as well as allow other teaching staff members to use this material;
- b. No fee may be collected by a member of the teaching staff for the sale of his or her educational materials to the students of Polytechnique;
- c. Subject to an agreement with Polytechnique, the author of teaching materials cannot use these materials to carry out activities which cause any undue competition to the institution's teaching and research;
- d. A copy of the course packs (on paper or digital medium) must be submitted to PIP for the compilation of a backlist.

### 14.1 Digital teaching materials

Polytechnique's Service informatique (IT Services) offers website hosting to all departments and members of teaching staff.

Teaching staff wishing to make their teaching materials available online may choose to do so by creating a site on WebCT. They may also develop their own site using other tools.

Prior to making teaching materials available online, teaching staff must have obtained the necessary authorization from any third-party copyright holders whose work forms part of the materials. They must also comply with Polytechnique's website Regulation and any other regulations, policies or directives in effect at the institution.

The author must indicate his or her affiliation with Polytechnique as well as a mention citing himself or herself as the author showing the author's name, year of

first publication, and year revised.

In the interests of copyright protection, the author is responsible for clearly indicating whether the materials may be used or reproduced and if so, under what conditions.

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## 15 Software ▲

Scientific or engineering software designed for industrial or scientific use and for purposes other than teaching or learning are considered technologies covered by Polytechnique's *Technological Intellectual Property Regulation*.

The *Copyright Policy* covers teaching and learning software. In the event of ambiguity, PIP and the BRCDT will jointly decide on the approach to adopt.

PIP is responsible for administering and distributing teaching and learning software.

Members of the Polytechnique community wishing to distribute teaching and learning software for educational and non-commercial purposes must draft a free software licence such as GPL or approved Open Source Definition or a "Creative Commons" licence in order to protect their intellectual property rights.

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## 16 Publication and commercial development of a work ▲

Members of the Polytechnique community who are copyright holders may, at their own discretion, decide when to publish or make public their work as well as the form and content of its communication, subject to the rights of other authors and, as needed, the rights conferred by Polytechnique to third parties.

### 16.1 Books

Polytechnique encourages the publication of books by PIP.

When the author of a work decides to publish, he or she must fairly credit Polytechnique by indicating his or her affiliation with the institution in the published work.

The author of a book is obliged to submit a copy to the Bibliothèque and another to Polytechnique's archives.

If deemed necessary, Polytechnique may constitute, update and distribute a directory of works produced by members of its community. In that case, it may establish certain rules and procedures regarding the inventorying or collection of information related to these works.

### 16.2 Media and software content

When a member of the teaching staff wishes to develop a distance learning course, digital course materials or course software for commercial purposes using Polytechnique's resources, equipment and/or facilities, he or she must inform the Bureau des affaires académiques.

When distance learning courses, course software or digital course materials are developed following the conclusion of an agreement with a third party, the Direction de la recherche et de l'innovation (department of research and innovation) must be informed.

The Bureau des affaires académiques, working as co-ordinator in tandem with the Direction de la recherche et de l'innovation or, as the case may be, the Direction de l'enseignement et de la formation (department of teaching and training), the Centre de formation continue (centre for continuing education), PIP and Service de l'informatique, shall decide on the approach to adopt.

Polytechnique aims to facilitate student access to quality teaching materials in respect of copyright. This Policy sets out the rules to be observed in this regard.

Whether for a new course or while revising an existing course, each time a faculty member adds documents to his or her teaching materials, the right to reproduce these materials must have been obtained according to the applicable rules.

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## 17 Reproduction of teaching materials (on paper) ▲

Under the Convention, the COPIBEC authorizes Québec universities to reproduce on paper works in its *Repertoire* (directory, i.e., the body of works whose reproduction the COPIBEC has been mandated to authorize).

A member of the Polytechnique community wishing to make reproductions in proportions surpassing those mentioned in Paragraph 6.3 of this Policy must request special permission from the COPIBEC and forward a copy of the request to PIP.

When a work is not part of the COPIBEC's *Repertoire*, the request for permission must be addressed to the copyright holder or his or her representative.

### 17.1 Reprographic service responsibilities

Polytechnique's Service de reprographie (reprographic service) is authorized to reproduce teaching materials for the institution's students.

The Service de reprographie is authorized by the Agreement to reproduce, for students in a given course group, the lesser of 25 pages or 10% of the total pages of the source; or an entire journal Section or book chapter, provided it does not exceed 20% of the total pages of the source. Polytechnique must provide the COPIBEC with the bibliographic information for all reproductions made by its Service de reprographie, as well as forward a copy of this information to PIP.

Any reproduction surpassing the abovementioned limits is not covered by the Agreement and therefore entails requesting and obtaining prior permission from the COPIBEC. A copy of the request must be forwarded to PIP.

The Service de reprographie shall supply teaching staff with the copyright declaration forms for substantial educational documents that must be reproduced in large quantities, with the exception of course packs that are to be reproduced for students.

The Service de reprographie shall send the course packs to PIP, which forwards them to the distribution centre for direct sales to Polytechnique students.

The Service de reprographie shall provide the distribution centre with any other document of which multiple copies were made for direct sales to Polytechnique students.

### 17.2 Distribution centre responsibilities

All educational documents for sale to Polytechnique students must be sold exclusively through the distribution centre with which Polytechnique has an exclusive agreement to these ends.

### 17.3 PIP responsibilities

The PIP has the exclusive responsibility for publishing course packs at Polytechnique.

The PIP shall verify whether the course pack content submitted is part of the COPIBEC's *Repertoire*; determine the limits of reproduction permitted by the Agreement; and supply teaching staff with the appropriate copyright declaration form, clearly indicating how the form is to be completed and specifying that completed forms will be returned to the COPIBEC. The PIP shall gather and send to the COPIBEC all declarations regarding the reproduction of works that are part of its *Repertoire*.

The PIP shall obtain special permission from the COPIBEC when the amount to be reproduced surpasses the limits set by the Agreement; when the work is not covered by the Agreement; or when the work appears on the list of exclusions.

#### 17.4 Teaching staff responsibilities

Teaching staff are responsible for preparing the educational materials to be used by Polytechnique students as part of their courses. This responsibility entails the obligation to comply with the means outlined in Polytechnique's *Copyright Policy*.

Teaching staff must ensure that any reproductions they intend to use comply with this *Copyright Policy*. To do so, they must consult the COPIBEC's list of exclusions, respect the reproduction limits permitted and supply PIP with the following information as regards reproductions :

- a. The names of author and publisher.
- b. The work's title.
- c. The work's publication date.
- d. The ISBN or ISSN number.
- e. The total number of pages in the work, as well as the page numbers and quantity of pages reproduced.
- f. Identification of the work as a book chapter or journal Section.

Should they experience difficulty locating the source of any excerpts used in their course materials, teaching staff may address the Bibliothèque, which will carry out the necessary bibliographic research. In that case, they must provide the Bibliothèque with a copy of the excerpt in question as well as any useful indications.

Teaching staff must provide PIP with all course packs for any courses to be given to Polytechnique students, and within a sufficient time frame.

Teaching staff must provide the Service de reprographie with any **substantial** educational materials that are to be reproduced in large quantities, with the exception of course packs to be reproduced for students. They must also complete the declaration form received from the Reprographic Service.

To be protected under the Agreement, teaching staff must have educational materials photocopied by the Service de reprographie.

Polytechnique disclaims any liability with regard to a member of the teaching staff who photocopies (or has photocopies made of) teaching materials other than through the Service de reprographie.

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## 18 Digital reproduction and distribution of teaching materials ▲

Teaching staff wishing to distribute digital teaching materials they themselves have not authored must take steps to respect the copyright of the content of such materials.

The reproduction and use of digital TLR (texts, images, photographs, animations, music, videos, software, etc.) without the written authorization of their authors constitutes an infringement of copyright under the *Copyright Act*. Such reproduction may also entail the payment of royalties to digital copyright management companies.

Students may, for their own personal use, print or use a copy of digital TLRs provided by their professors.

Only online works that clearly state that they may be freely copied can be borrowed.

The following procedure allows teaching staff to ensure they have the necessary permissions to reproduce materials available online in time for the start of their courses :

- a. Fill out a permission request form for each document.
  - b. Submit the request to PIP **sufficiently in advance** of the course start date.
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## IV- Resolving differences ▲

In the event of disputes concerning the application or interpretation of this *Copyright Policy*, Polytechnique advocates a negotiated solution where the parties involved act with professionalism and in good faith.

The process described below applies only to disputes that may arise between members of the Polytechnique community, or between these members and the institution, on issues concerning the application or interpretation of this Policy. It does not replace, nor may it be combined with, the procedures provided in other policies adopted by Polytechnique.

Members of the Polytechnique community wishing to check whether the process applies to their particular case may write to the Secretary General, who will advise on the matter. Note that this advice is indicative: it does not bind the Secretary General or the person who requested it, who is free to act in a way he or she deems appropriate

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### 19 Informal resolution ▲

Persons involved in a dispute must submit their case to the department head concerned, who will endeavour to help them come together to find common ground.

If the department head is personally involved in the dispute, the case is submitted to the person appointed by the Director of Teaching and Training. If the case involves the latter, the Director General appoints the person to the matter must be referred.

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### 20 Mediation ▲

If informal resolution is not possible, either of the parties involved may submit a mediation request to the Secretary General. This request must be in writing and include :

- a. a description of the pertinent facts;
- b. identification of the person or authority with whom the complainant is in dispute;
- c. identification of the relevant provisions of the Regulation invoked.

On receipt of the request, the Secretary General launches the mediation process, offering those involved a list of mediators. If the disputing parties do not agree on a mediator within 10 days of receiving the list, the Secretary General appoints a suitable person to act as mediator.

The mediator acts as a resource person, remaining neutral and impartial in order to help the disputing parties reach an amicable agreement.

The mediator's fees and expenses shall be borne by the disputing parties. Cost-sharing is determined before the start of the mediation process.

Mediation shall take place in Montréal.

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### 21 Arbitration ▲

If the disputing parties fail to resolve the dispute through mediation, the Secretary General initiates the arbitration process by offering them a list of arbitrators. If they cannot agree on an arbitrator within 10 days of receiving the list, the Secretary General shall appoint a suitable person to act as arbitrator.

The arbitrator promptly proceeds to arbitration in the manner he or she deems appropriate, and must give both parties a chance to be heard. The provisions of the *Code de procédure civile du Québec* (code of civil procedure) apply. Arbitration is to be held *in camera* and take place in Montréal.

The arbitrator shall rule on the dispute within 30 days after the hearing. This period may be extended by the Secretary General for a maximum of 30 days.

The arbitration decision is final and without appeal.

Each party shall bear the expenses incurred for the presentation of their evidence and argument. All other costs related to arbitration are borne by the parties equally.

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## **V- Administration of the *Policy*** ▲

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### **22 Application** ▲

The general responsibility for distributing and applying this *Policy* is assigned to the Secretary General.

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### **23 Review** ▲

This *Copyright Policy* shall be reviewed by the Board of Directors two years after its adoption and coming into force, based on the recommendations of the Assemblée de direction, after which it shall be reviewed every five years.

Any minor modification to this *Copyright Policy* that does not affect the rights and obligations of members of the Polytechnique community must be subject to the approval of the Assemblée de direction. A modification that affects the rights and obligations conferred by this *Policy* must be approved by the Board of Directors based on the recommendations of the Assemblée de direction.

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### **24 Coming into force** ▲

This *Copyright Policy* comes into force at the time of its adoption by the Board of Directors.

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