



PROFESSORILIITTO
PROFESSORFÖRBUNDET
FINNISH UNION OF UNIVERSITY PROFESSORS

Finnish Union of University Professors’ recommendation for good copyright agreement practices

Accepted by the Board of the Finnish Union of University Professors on 28 August 2018

A copyright belongs to the author, i.e. a person who has created a literary or artistic work. In Finland, copyrights and the scope of their protection are regulated by the Copyright Act (Tekijänoikeuslaki 404/1961).

Copyrights ensure that the basic rights are also protected in the academic sector:

- Everyone has the right to the protection of the moral and material interests resulting from any scientific, literary or artistic production created by the person in question.
- The right of the author to determine the commercial or other financially relevant use of his or her work enjoys the protection of property under the Constitution of Finland.
- Copyrights are used to safeguard the freedom of science, the arts and higher education.
- Copyrights are used to safeguard the freedom of speech.
- Copyrights are used to safeguard each individual’s right to earn a living in an occupation or vocation of his or her choosing.

.....

Freedom of science, the arts and higher education cannot be realised without copyrights. The freedom of science includes the researcher’s right to choose his or her research subject(s), research method(s) and publication channel(s). The freedom of expression and method also apply to the arts. The freedom of teaching includes the teacher’s right to provide instruction in a manner he or she sees fit, both in terms of content and method.

Due to the special nature of the academic sector, copyrights are closely linked with the right of university teachers and researchers to earn a living. University teachers and researchers are both authors and users of works. A teacher must have the right to his or her teaching materials. A university researcher must have the right to his or her works, unpublished manuscripts and the data he or she gathers. Because employment relationships in the academic sector are largely temporary and short-term in nature, the opportunity for university teachers and researchers to earn a living and advance in their careers is jeopardised if they are not afforded permanent rights to the results of their own scientific and artistic work. Universities have a statutory obligation to promote the development of their personnel in their careers.

.....



A copyright belongs to the author. In carrying out his or her duties, an employee constantly produces materials, which are, themselves, or contain works that are protected under copyright law. Works also refer to the objects of related rights, such as photographs, presentations, catalogues or databases.

It is against good practices and unreasonable to demand that an employee relinquish his or her property to a university employer upon being hired. When included in an employment agreement upon hiring, gratuitous and ambiguous contractual clauses which state that the employee will be required to relinquish his or her copyright to the university employer are basically against good practices, unreasonable or null and void.

Copyright protection does not prevent others from using works in teaching and research, provided that the statutory requirements are met.

In some situations involving a specific reason, it is in the interest of both parties to agree on the relinquishment of the employee's copyrights. In such situations, the parties must take into consideration that the relinquishment of copyrights is also in the interests of the employee and that compensation will be paid for the said relinquishment.

.....

The Finnish Union of University Professors recommends the application of the following clause when making an agreement on copyrights.

Model terms and conditions for a copyright clause in agreements

"Copyright(s) and rights to materials

The University and employee hereby agree on copyrights as follows.

A copyright belongs to the person who has created a literary or artistic work. The employee's copyrights shall not be transferred to the University upon entering an employment agreement or at any time during the employment relationship in any way that is not in accordance with this clause.

The employee shall relinquish his or her copyrights to the University insofar as:

- the work in question was specifically commissioned by the University and the relinquishment of copyright as limited to the commissioned work has been expressly agreed upon in connection with the commission;



- the employee has been employed for the purpose of fulfilling the University’s obligations to a third party; the University has committed to transfer the project-related copyrights to the said third party; the employee, upon entering into the employment agreement, has been informed about the terms of agreement concerning copyrights as included in the agreement made with the said third party; the relinquishment of copyrights is necessary in order for the University to fulfil its obligations to the third party; and a reasonable compensation is paid specifically for the relinquishment of copyrights (Appendix);
- the work represents the current state of the University community’s joint activities at any given time, i.e., it is the result of such long-term activities carried out with University funding and other resources in which the participants are a constantly changing group and where the work is constantly changing (including, for example, software and guidelines that are normally used in university administration);
- copyright is relinquished during the employment relationship in connection with a specific publishing agreement; or
- the relinquishment of copyrights and the related terms and conditions are agreed upon during the employment relationship, specifically by type of work and on a work-specific basis or on a material-specific basis in exchange for a reasonable compensation.

Unless otherwise expressly agreed, the employee shall relinquish only his or her non-exclusive license to a work or materials. The non-exclusive license is only valid in Finland unless otherwise expressly agreed (Appendix).

The non-exclusive license will expire when the employee’s employment relationship ends. However, if the employee has saved a doctoral thesis or other work in the employer’s Open Science and Research register, the non-exclusive license shall remain in effect unless the employee demands that the work be removed from the register.

The employee does not relinquish copyrights to his or her own teaching materials. The parties may separately agree upon relinquishment of the non-exclusive license concerning the teaching materials in exchange for a reasonable compensation (Appendix).

The University is not entitled to transfer the rights it receives to any third party.

The employee is in no way obligated to consent to the relinquishment of his or her copyrights. This clause does not apply to any other industrial property rights or rights to personal data.

This clause is supplemented by an Appendix, which is an integral part of the agreement.”





”Appendix

Special terms, when an employee is employed specifically for the purpose of fulfilling the University’s obligation to a third party in exchange for a reasonable compensation.

Agreement made with the third party:

- The manner in which the terms and conditions concerning copyrights in the agreement made with the third party have been presented to the employee:
- The extent to which the relinquishment of copyrights is necessary for the fulfilment of the University’s obligations to the third party:
- The reason for which the relinquishment of copyrights is necessary for the fulfilment of the University’s obligations to the third party:
- Compensation paid or to be paid for the relinquishment of copyrights:

Special terms, when the parties agree upon rights that extend beyond the non-exclusive license in exchange for a reasonable compensation:

- Works to which the agreement applies:
- Right being relinquished:
- Restricted period of validity for the right being relinquished:
- Compensation paid or to be paid for the right being relinquished:

Special terms, when the parties separately agree upon the countries in which the non-exclusive license (or other restricted rights) are to be relinquished. The parties choose one or more of the following alternatives:

- The relinquishment of rights applies to separately listed countries. List of the countries in which the relinquishment of rights shall apply:
- The rights shall be relinquished within the European Economic Area: Yes/No
- The rights shall be relinquished globally: Yes/No
- The relinquishment of rights shall not apply to separately listed countries. List of the countries in which the relinquishment of rights shall not apply:

Special terms, when the parties separately agree upon relinquishment of the non-exclusive license to specific teaching materials in exchange for a reasonable compensation:

- Teaching materials to which the relinquishment of the non-exclusive license shall apply:
- Compensation paid or to be paid for the right being relinquished: ”