2.9 Multimedia

Overview

a. **What is multimedia?**

There is no specific category of multimedia in the Copyright Act. Multimedia is a relatively new term that refers to a combination of material, the individual parts of which might be otherwise available in a digital format.

See 2.5: Film, Video /DVD for further information

b. **What is a multimedia product?**

A multimedia product is one where:

- the content can be viewed or accessed in a non linear way
- the information is stored on a computer program or memory chip
- the information is accessed by a user through the use of specialised computer program

Examples include CD-Roms, interactive websites and interactive computer games (eg text and graphic based learning objects such as interactive Flash animations). It could also include interactive or audiovisual content in an artwork, such as a video installation.

c. **How are multimedia products protected under copyright?**

The exact form of protection for a multimedia product in the Copyright Act is unclear. The three main categories under which multimedia products may be protected are as a:

- computer program (sub category of a literary work)
- compilation (sub category of a literary work)
- film

  i. **Computer Program**

  Where a multimedia product contains computer programs or software that allow non linear viewing of the material or use of the material contained in the multimedia product, it may be categorised as a computer program.

  ii. **A compilation**

  A multimedia product that mainly is made up of text, figures and symbols may be categorised as a compilation, a sub category of literary works.

  If the product is made up of artistic images only, it will not be a compilation and each image would be protected separately as an artistic work.

  If the product is made of both text and images, it is likely the images would be protected separately as artistic works.

  iii. **Film**

  If the multimedia product contains any images that are capable of being shown as a moving picture (film or video) the product may be categorised as a film.

**Copying and communicating material from multimedia**

In general, copyright in print works, musical artistic works, sound recordings, and film contained in a multimedia product will not be infringed where the copy or communications is done:

- with the express permission of the copyright owner
d. **Fair dealing**

The copying of multimedia products or work contained in multimedia products for fair dealing purposes is free and does not require the permission of the copyright owner. The relevant fair dealing exceptions are:

- research or study eg a student making a copy of works from a CD-Rom for use as part of their studies
- criticism or review eg a student reviewing an interactive computer game for a student publication
- parody or satire eg a teacher using content from a film to make a satirical point during class

See 1.13: Copyright Exceptions for further information

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**Flexible dealings**

Schools and TAFE institutes can now use multimedia products for non-commercial teaching purposes if the use is not covered by another exception or Statutory or Voluntary Licence. To use the flexible dealings exception, teachers must assess whether the proposed use:

1. **Is a special case**
   
   Your use will be a special case where it is narrow in both a qualitative or quantitative sense. This means that you are only using what you need for educational instruction.

2. **Is for educational instruction**
   
   Educational instruction means teaching (including remote teaching), preparation for teaching, preparing materials for students to use for homework or research tasks, or other uses that are in connection with teaching.

3. **Is not for commercial advantage or profit**
   
   Your use will be commercial where you, your students or your institute are making a profit or gaining a commercial advantage from the use of the material. Cost recovery is likely okay.

4. **Doesn’t conflict with the normal exploitation of the copyright material**
   
   Your use will probably conflict with the normal exploitation of the material where it is possible to purchase a similar resource.

5. **Doesn’t unreasonable prejudice the legitimate interests of the copyright owner or person licensed by the owner**
   
   Your use will prejudice the copyright owner if you:
   - use more than you need;
   - interfere with the quality of the material;
   - expose the content to piracy, such as uploading the content to the Internet. Uploading the content to a password protected intranet, blog, wiki or content management system is okay provided students are not able to make further copies; and
   - don’t remove the content from the password protected DTE as soon as practicable after it is no longer required for education instruction.

One example of an activity covered by the flexible dealings exception is copying an interactive learning object (such as an interactive maths or spelling puzzle) to disc for students to work on for homework.

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**Educational exceptions**

There are no statutory educational exceptions that deal specifically with multimedia products.
i. Creating new multimedia products

Multimedia products often incorporate existing works which are separately protected under copyright, for example:

- text (literary works)
- images (artistic works)
- music (musical works and sound recordings)
- film or videos.

Staff or students may be able to incorporate existing works into a new multimedia product relying on a fair dealing purpose or the Statutory Text and Artistic Licence.

However if they wish to show or distribute the multimedia product other than for an educational purpose, they must obtain permission (a licence) from the copyright owners of the relevant works. If the material being incorporated is unpublished, you should always obtain permission from the copyright owner.

See 1.5: Who owns Copyright? and 4: How to Clear Rights for further information

ii. Who is the copyright owner of the new multimedia product?

The issue of ownership of material created by teachers is usually dealt with in teacher employment contracts and/or contracts appointing casual teachers. Any material created by students will usually be owned by the student.

For educational institutions producing multimedia products with staff and/or students, the institution should obtain a written assignment of all copyright in the material. This will prevent any claims being made at a later stage.

See 1.5: Who owns copyright? and 1.10: Dealing with copyright - Assignments for further information

See also FAQs: Multimedia

iii. Moral rights

You should always be aware that the creator of an multimedia product has moral rights in that work which must be respected.

See 1.16 Moral Rights for further information