

KPK Evolution Pty Ltd - Policy and Procedures

Creative Arts Copyright and Plagiarism Policy

Introduction:

This policy outlines the principles and guidelines regarding copyright and plagiarism in the context of the creative arts. It applies to all members of KPK Evolution Pty Ltd, including students, subcontracted artists, staff, and collaborators, and aims to foster a culture of respect for intellectual property and integrity in original creation.

Purpose:

The purpose of this policy is to:

- Promote ethical practices in the creation and use of creative works.
- Protect the rights of artists and creators.
- Prevent plagiarism and unauthorized use of copyrighted materials.

Definitions:

Copyright: Legal protection granted to creators of original works, including but not limited to music, choreography, visual arts, literature, and performances.

Plagiarism: The act of using someone else's work, ideas, or expressions without proper acknowledgment.

Creative Work: Includes but is not limited to choreography, music compositions, visual art, written scripts, photography, and digital media.

Copyright Compliance:

Copyright is a bundle of rights that protects certain subject matter from being copied or used in particular ways without the copyright owner's permission. Copyright protects two categories of subject matter: 'works', being literary works (textual material), dramatic works, musical works, and artistic works; and 'subject matter other than works', being sound recordings, films, television and sound broadcasts, and published editions. Copyright does not protect ideas, but instead, it protects the particular expression of the ideas in a material form. Importantly, copyright exists separately from the physical work, and as such the sale of the physical work does not automatically include the copyright.

In Australia, as in most countries, copyright is an automatic right – it is free and there is no need to register copyright. It is not required to display the copyright symbol ©, but it is a

good idea to name the copyright owner to put people on notice that the material is protected by copyright.

There are rules in the Copyright Act setting out who owns copyright, these depend on the particular subject matter. Generally, it is the creator of a literary, dramatic, musical, or artistic work who is the copyright owner. Generally, it is the 'maker' of a sound recording, film or broadcast who is the copyright owner. (The meaning of 'maker' depends on the particular subject matter and the circumstances in which it was made.) For published editions, the publisher is the copyright owner. However, there are exceptions to these general rules of copyright ownership, and ownership can be changed by written agreement. Also there can be more than one copyright owner depending on the circumstances.

The copyright owner has certain exclusive rights to use the copyright material in certain ways, and control the use of it by anyone else. Different exclusive rights apply to different subject matter. Depending on the subject matter, some of the exclusive rights include the right to control the use and reproduction of the material, the right to put the material online, the right to make copies available to the public for the first time and the right to perform the material in public. A copyright owner can give permission to someone to use their copyright (known as a 'licence'). A copyright owner can also transfer their copyright to someone (known as an 'assignment'), for example by sale. Assignments and licences can be restricted, for example by duration and geographical area and to cover certain uses only.

A copyright owner is free to choose whether or not to license their material, and whether to license the user directly or instead join a copyright collecting society which collects copyright licence fees (or royalties) on their behalf for certain uses of their copyright material. However, there are certain licences which a copyright owner must grant for certain uses of their material, which include uses by the educational and government sectors. These are known as 'statutory licences' and are collected by certain collecting societies.

Generally, in Australia, copyright lasts for the life of the creator plus 70 years. However, there are different duration periods depending on the subject matter, when it was created, when it was made public, and whether the creator is known. So, it is important to consider all of the circumstances to determine the exact copyright duration. Once copyright expires it is in the 'public domain', which means it can be used without permission.

As a personal property right, copyright forms part of a copyright owner's estate and is transferred to his/her heirs under the laws of inheritance.

Copyright infringement occurs when copyright material is used in one of the exclusive ways controlled by the copyright owner, without the copyright owner's permission. Infringement can also occur when a 'substantial part' (ie. a significant or important part) of the material is used. There are a number of exceptions to copyright infringement including fair use for research, study, criticism, review, parody, satire and reporting the news. There are further exceptions for artistic works including incidental filming of artistic works and certain uses of sculptures and other artistic works located permanently in public. There are also special exceptions for libraries, educational institutions and government. If you believe your

copyright has been infringed, it is important to seek legal advice before you contact the alleged infringer. For infringing material online, copyright owners can make use of the 'notice and takedown' provisions of the Copyright Act in circumstances where they believe that their material has been posted to websites without their consent.

Australia and a number of other countries are members of international copyright treaties which require members to give 'national treatment'. This means Australian copyright law applies to most foreign copyright material used in Australia. Similarly, where an Australian copyright work is used in a foreign country which is a member of the copyright treaties, the copyright law in that country will apply.

In addition to copyright, moral rights are granted to creators of works and films and to certain performers. Moral rights are the right to be attributed, the right not to be falsely attributed, and the right of integrity to prevent derogatory treatment of the material. Moral rights are separate to copyright and cannot be given away, however you can consent to activities that may infringe your moral rights.

- All members must comply with applicable copyright laws and regulations.
- Original works created by members are automatically protected under copyright law from the moment of creation.
- Use of copyrighted material, including music, images, and scripts, requires permission from the copyright holder unless permitted under "fair use" provisions.

Attribution:

- Proper attribution must be given for any borrowed ideas, content, or inspiration from other creators.
- If circumstances allow, citations must include the creator's name and title of the work.

Plagiarism Prevention:

- All submissions, performances, and published works must be original or include clear acknowledgment of any collaborative or sourced material.
- Plagiarism, whether intentional or unintentional, is strictly prohibited and may result in disciplinary action.

Licensing and Agreements:

- For collaborations, licensing agreements and/or employment contracts must clearly define ownership, rights, and usage of the created works.

Reporting Violations:

- Any suspected copyright infringement or plagiarism should be reported to the directors of KPK Evolution Pty Ltd. The directors will take appropriate action in

addressing the copyright infringement or plagiarism through a documented meeting. This may result in the recreation of a new piece of choreography to avoid infringements taking place and to avoid legal actions being made against KPK Evolution Pty Ltd, clients, and staff.

Investigation:

- Reported cases will be reviewed by the directors of KPK Evolution Pty Ltd to determine the validity of the claim and appropriate actions.

Appropriate actions following an infringement:

- Infringements may result in:
 - Written warnings
 - Revocation of privileges (e.g., performance rights of the choreography)
 - Termination of contract or employment
 - Legal action for serious breaches

Education and Awareness:

- Time during annual staff meetings will be dedicated to the review of copyright laws, plagiarism prevention, and ethical practices in the creative arts.
- Resources and guidelines will be made available to support compliance.

Review and Updates:

This policy will be reviewed annually to ensure compliance with changes in copyright law and organizational needs.

Helpful links for further information:

ARTS LAW CENTRE OF AUSTRALIA - Copyright

<https://www.artslaw.com.au/information-sheet/copyright?action=genpdf&id=11580>

Academic integrity in the creative arts

<https://www.teqsa.gov.au/sites/default/files/teqsa-academic-integrity-in-the-creative-arts-june-2022.pdf>

The Australian Government – Copyright Law

<https://www.alrc.gov.au/publication/genes-and-ingenuity-gene-patenting-and-human-health-alrc-report-99/28-copyright-and-databases/copyright-law/>

Dance Teacher Integrity Pledge

As a dance teacher contracted by KPK Evolution Pty Ltd t/a HYPE Dance Mount Gambier, I acknowledge the importance of creativity, originality, and respect for intellectual property in the dance community. By signing this pledge, I commit to upholding the highest standards of professionalism and integrity in all my work.

I pledge to:

1. Respect the Work of Others

- I will not claim the choreographic works, teaching methods, or other intellectual property of others as my own.
- I will not use, teach, or perform choreography created by others without their explicit permission.

2. Foster Originality

- I will strive to create and share my own choreography and teaching materials.
- I will credit other artists, choreographers, and creatives where appropriate and required.

3. Honor Studio Values

- I will represent HYPE Dance Mount Gambier with integrity by promoting an environment of respect, collaboration, and creativity.
- I will uphold the studio's commitment to ethical practices and ensure my actions align with these values.

4. Understand the Consequences of Misconduct

- I acknowledge that any breach or infringement involving acts of plagiarism or copyright may result in the termination of my contract and/or further legal action as deemed necessary by the directors of KPK Evolution Pty Ltd.

I acknowledge and understand the importance of the expectations outlined in the Creative Arts Copyright and Plagiarism Policy, and will honour my commitment to these principles and values.

Signature: _____

Name (Printed): _____

Date: _____