

ARTICLE \_\_\_\_

**INTELLECTUAL PROPERTY RIGHTS**

1. All bargaining unit members of The Longy School of Music shall retain the intellectual property rights and/or copyright to any works they produce in developing and teaching their courses or on their personal time except works covered by a specific, individually negotiated contract between a faculty member and the School. Intellectual property includes works of authorship, inventions and discoveries that may be subject to protection by patents, copyrights, trademarks and trade secrets. The School retains the right to use all course titles and numbers.

2. Regarding Recordings made at Longy

A. Except as cited below, Faculty authorize the Longy School of Music and those acting on its behalf, free of charge, for archival purposes only: record participation and appearance in any official Longy school recitals, concerts and performances on video media, audio media, film, photograph or any other medium record work, including musical compositions on video media, audio media, film, photograph or any other medium exhibit or distribute such archival recordings exclusively for self-study purposes.

B. Faculty agree that, for any concert that is recorded, aside from Faculty Artist recitals:

One copy of the recording will be archived in the Concert Office

One copy of the recording will be available for in-house use in the Library

One copy of the recording will be given to performers (upon request)

C. The Longy School of Music must receive additional permission from Faculty to use, exhibit or distribute recordings in any manner differing from the terms outlined in this agreement such as:

1. Any use of media for non-educational purposes (promotional, etc.)

2. Any commercial use of media

D. In the case of faculty artist recitals, recordings made in Longy's venues are the sole responsibility of that faculty member and they are responsible for any compensation or considerations that are required by the American Federation of Musicians.

3. Regarding Recordings made at Longy, AFM concordance

A. The Longy School of Music recognizes many of its Faculty are

**Longy Faculty Union Initial Union Proposal Presented 6/21/10**

Members in good standing of the American Federation of Musicians. Longy respects the integrity of the intellectual property of its member musicians. In agreement with the spirit of these unique protections, Longy agrees to abide by the following conditions applicable to AFM members:

B. With the exception of the specific limited uses stipulated in the foregoing, no service or any part thereof shall be recorded, reproduced or transmitted in any manner or by any means, in the absence of a specific written agreement with the AFM or Local relating to and permitting such recordings.

C. If in the event Longy releases materials to a Faculty member and consequently it is determined that an unauthorized use has occurred, Longy may hold the Faculty member liable for wages and benefits to which AFM musicians participating in said electronic media product are entitled under the terms of the appropriate AFM Electronic Media Agreement.