

# **2009 North Point Ministries Copyright Guidance Manual**

## **Getting and Granting Permission**

### **Version 2**

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North Point Ministries Copyright Manual

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# I. Introduction

The creativity of the staff at North Point Ministries (NPM) is endless. From programming, to children's events, to developing community groups and missions strategies, everyone is focused on ways to lead people into a growing relationship with Jesus Christ by creating environments that are excellent, relevant, and creative.

With this creativity comes the need to obtain rights in various forms in order to develop and complete these environments. This could be through artwork and brand development, using relevant music to communicate effectively to the target audience, using photographic images to create a mood and tell a story, using movie clips to make a point, and many other uses. Intellectual property laws often require NPM to acquire permission from the copyright or trademark owner in order to use these materials. This process is called "acquiring permission" or "licensing." Section II of this document will cover the basic licensing requirements of many of the components used every day at NPM.

In addition, the result of this creative effort is a product that is irresistible, and many outside of NPM want to use parts or all of these to create similar environments. As such, each ministry receives requests from third parties to use music, graphics, images, content, etc., that NPM owns or has acquired the right to use, and which NPM may or may not have the rights to license or want to license. As such, Section III of this document will address standard policies at NPM for releasing ministry-specific content, as well as review things to consider when asked for NPM specific content to be released.

Finally, Section IV links to commonly used entities, as well as some sample documents for use with those hired to perform specific services for NPM, including creative designers, speakers, and writers. Getting these rights documents discussed and executed up front in any creative process will help clear up issues about ability to assign rights to strategic partners or other churches, as well as pave the way to sell resources that contain that contracted work.

It is up to each ministry to ensure intellectual property laws are complied with and to be responsible stewards of the intellectual assets that have been created at one of the NPM campuses. We hope this document clears up some of the mystery around copyright and trademark law and provides a framework to use when asked for intellectual assets that have been created here. In addition, the Ministry Services staff is here to advise on copyright issues not addressed in this document or to expand on areas that are addressed. Questions can be addressed to [copyright@northpoint.org](mailto:copyright@northpoint.org).

## II. Getting Permission

### A. Matrix Summary

The following is a summary matrix of the policies for getting permissions.

	What's Protected?	Applicable Licenses or Agreements?	Entities Involved?	NPM Current Status
<b>Music Rights</b>	<ul style="list-style-type: none"> <li>A. Live performances</li> <li>B. Copies of music – rehearsal or sale (CD)</li> <li>C. Music on videos (DVD)</li> <li>D. Digitized music (MP3)</li> <li>E. Web live streamed music (audio or audio &amp; video)</li> <li>F. Web recorded/archived streamed music (audio only)</li> <li>G. Web recorded/archived music performance (audio &amp; video)</li> <li>H. Music in print</li> <li>I. Lyric reproduction in liner notes</li> <li>J. Lyric reproduction in videos on Web</li> </ul>	<ul style="list-style-type: none"> <li>A. Performance license</li> <li>B. Mechanical license</li> <li>C. Synchronization license</li> <li>D. Mechanical license</li> <li>E. Blanket Web performance license</li> <li>F. Blanket Web performance license</li> <li>G. Blanket Web performance license &amp; video synch license</li> <li>H. License for print materials</li> <li>I. License for lyric reproduction</li> <li>J. License for lyric reproduction on Web</li> </ul>	<ul style="list-style-type: none"> <li>A. ASCAP/BMI/SESAC through Christian Copyright Solutions (CCS)</li> <li>B. Harry Fox Agency or compulsory mech. license under Copyright Act</li> <li>C. Music publisher</li> <li>D. Harry Fox Agency</li> <li>E. CCS</li> <li>F. CCS</li> <li>G. CCS &amp; music publisher</li> <li>H. CCLI or music publisher</li> <li>I. Music publisher</li> <li>J. Music publisher</li> </ul>	<ul style="list-style-type: none"> <li>A. CCS Performance license (NPCC, BC &amp; BBCC included: Ref #: VTHF3BEE2863)</li> <li>B. Obtained as copies are made through Harry Fox</li> <li>C. Obtained as needed through music publisher</li> <li>D. Obtain as needed through Harry Fox</li> <li>E. CCS Worshipcast license (northpoint.org, northpointproduction.org, buckheadproduction.org, brownsbridgeproduction.org, kidstufproduction.org, northpoint.tv, and northpointonline.tv)</li> <li>F. CCS Worshipcast license (same sites as listed in E. above)</li> <li>G. CCS Worshipcast (same sites as listed in E. above) &amp; obtain as needed from music publisher</li> <li>H. CCLI license #1084804 (NPCC, BC, and BBCC)</li> <li>I. Obtained as needed</li> <li>J. Obtained as needed</li> </ul>
<b>Text Rights</b>	Written text whether a book, magazine, newspaper, website, etc.	Permission obtained through an online permission service or directly from publisher or author, unless fair use applies	Copyright Clearance Center (CCC) and publishers	Permission required as needed

	<b>What's Protected?</b>	<b>Applicable Licenses or Agreements?</b>	<b>Entities Involved?</b>	<b>NPM Current Status</b>
<b>Speaker/ Writer/ Actor/ Graphics Work for Hire</b>	Graphic design, creative writing, speaking engagements, actors hired, and hired photography	In all cases, unless a Work for Hire (WFH) or assignment agreement is executed, the artist owns the copyright on the work	All non-employee, outside-contracted creative work	Sample WFH and assignment agreements located in the Appendix A & B to be used for all projects.
<b>Image Rights</b>	Stock photography	License from image bank	Many like Getty Images and iStockphoto	License applies on a per photo basis
<b>Video Rights</b>	A. Movie clips B. TV clips C. Interviews	A. Video license B. N/A unless released on DVD C. Interview release	A. CVLI/Criterion B. If released on video, CVLI/Criterion C. Interviewee and NPM	A. CVLI licenses: NPCC: 503116450 BC: 502987030 BBCC: 503162910; Criterion license: NPCC: 00245701 B. See above C. Sample Interview Release in Appendix C
<b>Trademark Rights</b>	Brand names, slogans, logos, etc.	License from the trademark owner	Owner of trademark	Avoid need for license by blurring, using within fair use or parody, or, if necessary, seeking permission
<b>Software Rights</b>	All software purchased and related documents	Varies by software manufacturer	Varies by software manufacturer	Must conform to individual software application licensing

## B. Music Rights

The area of music rights is probably the most-used licensing situation at NPM and perhaps the most involved for those new to the music copyright arena. As such, it is useful to start with some basic definitions. Much of the following material is taken from *Getting Permission: How to License & Clear Copyrighted Materials Online and Off* and is meant to provide content and grounding for music licensing issues:

**Song Copyright:** The song copyright protects the words and music of the song. The songwriter is the initial owner of the song copyright, which is usually transferred to a music publisher to promote, manage, and administer on the songwriter's behalf. Before NPM uses a song, permission is required from a music publisher under the following circumstances:

- Song has not been previously recorded and distributed publicly (e.g., an unreleased song) and NPM desires to record and release it.
- Song is played publicly or used in an audio/video work.
- Sheet music is reproduced.
- Song lyrics are reproduced or excerpted.

Although permission is not required to make and sell records that include an original recording of a previously released song, a fee is required (see "Mechanical Licenses" below).

The main types of licenses for song copyrights are as follows:

- *Performance Licenses:* Required from the music publisher when a song is played in public, such as on the radio, in a concert, or at a religious event where the musicians are being paid or admission is being charged. In addition, churches are required to gain copyright permissions for any music used outside of worship services. This can include, but is not limited to, youth functions, outreach events, banquets, and concerts. Three major performance rights organizations that represent music publishers in this area and provide performance rights blanket licenses are BMI, ASCAP, and SESAC ([www.bmi.com](http://www.bmi.com), [www.ascap.com](http://www.ascap.com), and [www.sesac.com](http://www.sesac.com)). As described in more detail below, NPM holds blanket performance licenses that cover NPCC, BC, and BBCC from the above-mentioned organizations through Christian Copyright Solutions ([www.copyrightsolver.com](http://www.copyrightsolver.com)). CCS manages the individual organization licenses through the PerformMusic license.
- *Mechanical Licenses:* Required from the music publisher when you record a performance of a song onto an audio-only recording (such as a CD) and distribute copies of the CD, even when those copies are for rehearsal CDs. Music publishers either collect this money directly or delegate the responsibility to the Harry Fox Agency or Music Services. Two ways to get permission and pay for mechanical royalties:

1. *Compulsory Licenses*: If the song was previously released on a recording AND the basic melody and fundamental characteristics of the song are not changed, the user may acquire an automatic license under copyright law by informing the publisher of the recording and paying the \$.091 per copy required by law for songs no more than five minutes in length. You can obtain licenses for over 100,000 titles through Music Services ([www.musicservices.org](http://www.musicservices.org)).
  2. *Negotiation*: The user can negotiate a lower rate with Harry Fox Agency or directly with the music publisher if not represented by Harry Fox.
- *Synchronization Licenses*: Required from the music publisher when the song is used in a movie, TV show, or video (such as NPM DVDs or videos on the Web). This license grants the right to use the piece of music in the foreground, background, or special use. For programs released for sale, a *Videogram License* is required. In addition, for primarily **instrumental** music used for DVD menus, commercials, multimedia/Web usage, etc., *Production Music Libraries (PMLs)* are available in which blanket agreements can be executed for a specific period of time to use all tunes in their library. NPM uses Blue Fuse as one of our PMLs, which covers us for synchronization up to 10,000 copies per project.
  - *Web Performance License*: Required when music is streamed digitally from a web site. A Web performance license is a blanket license that covers streaming of songs owned by ASCAP/BMI/SESAC. The specifics on Web usage are below:
    1. With MP3s for sale, music publishers currently seek to be paid via mechanical licensing through the compulsory licensing process or via negotiation (as described above), as well as through blanket licensing for the right to transmit a digital recording such as an MP3, which is typically a revenue-based fee. There is some debate in the industry as to whether digital Web performance licenses apply to the distribution of the digital media, or whether mechanical licenses only will suffice.
    2. To *stream* music (audio only) on the Web that was previously recorded, the blanket license mentioned above is all that is required. As of July 2009, North Point Ministries has blanket Web licenses for the following websites: northpoint.org, northpointproduction.org, northpoint.tv, northpointonline.tv, buckheadproduction.org, brownsbridgeproduction.org, and kidstufproduction.com. For an updated list, please email [copyright@northpoint.org](mailto:copyright@northpoint.org).
    3. To *stream a live* music performance (audio and video) on the Web, a blanket Web license is all that is required.
    4. To *stream a recorded/archived* music performance (audio and video) on the Web, then along with the blanket Web music license, a synchronization license is required for each song presented. (An exception to this rule is that streaming all or part of a worship service is covered under NPM's Webcast license and thus sync licenses are not required.) If the music performance includes on-screen lyrics, then a lyric reproduction license is also required (see below).

- *Lyric Reproduction*: If reprinting music notation or lyrics in the packaging for a DVD or CD product, an additional fee must be paid to the music publisher. Fees vary widely on this, depending on use, but for things such as using lyrics on liner notes in a CD, you can expect to pay \$.02 per copy or \$20 per 1,000 units. See the “Text Rights” section when using song lyrics in print materials. If streaming a live or recorded/archived music performance that includes on-screen lyrics, an additional fee must be paid to the music publisher.

Sound Recording Copyright: As distinguished from the song copyright, the sound recording copyright protects the musical performance and audio sound of the recorded version of the song. A *master license* is required from the record company holding that copyright when the recording of a song is reproduced, distributed, or, in some circumstances, performed digitally to the public. In addition, if the song will be released on video, DVD, etc., a *videogram license* must also be obtained for that sound recording. These sound recording licenses are in addition to any licenses that must be acquired for the song copyright as noted in the previous section. It is often more challenging to get permission from a record company to use a particular version of a song than it is to get licensing from a music publisher. As such, to bypass this issue, many production companies pay for songs to be re-recorded instead of getting permission from a record company to use an existing recording of the song.

When considering what licensing is needed for music, if a recorded version is played directly, permission is required for both the song and sound recording.

NPM Blanket Music Licenses: There are often questions regarding what can be obtained through a Performance Music License versus a CCLI (Christian Copyright Licensing, Inc.) agreement. Christian Copyright Solutions (CCS) provides a PerformMusic License that covers the performance of copyrighted music at NPM. This includes free concerts, children’s and student programs, and volunteer appreciation or staff events. The CCS license is a one-stop license from ASCAP, BMI, and SESAC that covers church or ministry premises including multiple campus locations that are under the legal and financial umbrella of an organization. All NPM campuses are covered under one PerformMusic License (Ref #: VTHF3BEE2863).

While the Christian Copyright Solutions license covers performance licensing, a CCLI license authorizes churches to make copies of copyrighted music in the CCLI repository (approx. 250,000 works) in any of the following ways during the license term, according to *The Church Guide to Copyright Law*:

- Printing songs in bulletins, programs, and song sheets
- Printing songs bound or unbound in songbooks compiled by the church
- Making overhead transparencies, slides, or utilizing electronic storage and retrieval methods for projection of songs
- Printing customized vocal and/or instrumental arrangements of the songs, where no published version is available. This right pertains to arrangements used for congregational use only
- Recording songs in church worship services by either audio or audiovisual means
- Maintaining a database of songs on a church computer

Churches must document songs used for annual reporting, which helps to allocate royalties to various publishers and composers. NPM'S CCLI license number is 1084804, and reporting covers NPCC, BBCC, and BC. To learn more, please visit [www.ccli.com](http://www.ccli.com) and refer to the CCLI FAQs in Appendix A.

## **C. Text Rights**

As a general rule, all printed pieces published during or after 1923 should be considered copyrighted materials subject to the Copyright Act, which states that words are copyrighted upon creation as soon as they are in a fixed form. As such, there are two main questions to answer when reprinting text:

- Is the material public domain—does the use fall within “fair use”—is permission needed?
- Who owns the text (whether from a book, magazine, newspaper, newsletter, website, or journal)?

### Public Domain

Copyright extends for a limited time from the date of publication or death of the author, after which time the copyright expires and the work may be copied without restriction by the public. The duration of copyright depends upon the date of publication because the duration set forth in the Copyright Act has been revised over the years. Suffice it to say that for works created during or after 1978, the copyright expires 70 years after the death of the author unless the work is created as “work for hire,” in which case the copyright expires 95 years after first publication or 120 years from creation, whichever comes sooner.

A helpful rule of thumb to apply to determine if a work is in the public domain is to ascertain when the author of the work died. The Web is an easy source to quickly find the date of death for an author. If the author died before 1923, it is generally safe to assume the work has entered the public domain. If this is the case, no permission is needed to reprint an excerpt from the work, or in fact, the entire work. For purposes of publishing integrity, however, appropriate credit should be given to the source.

Additionally, many materials posted on the Web do not show an author, or state “author unknown,” or “anonymous.” To reprint text from such a work, first search the Web to determine if the work indeed has no author. A rule of thumb for authorship: if there are two or more sites that post the content as “author unknown” or “anonymous” and no sites that post an actual author name or publisher, it is fair to assume that the work is indeed anonymous and no permission is necessary. Reference should be made, however, to the fact that the excerpt is drawn from an anonymous work.

### Fair Use

In the Copyright Act, Congress incorporated a concept that judges had been applying for many years: the idea that certain uses of copyrighted works must be allowed in order to strike the appropriate balance between protecting an author's exclusive rights to his or her work, encouraging the creation of new works, and preserving society's right to use, comment on, criticize, discuss, study, and build upon

published works. Judges apply the following four statutory factors, on a case-by-case basis, to determine if a use of a copyrighted work is permissible under the fair use doctrine:

1. The purpose and character of your use. Is your use transformative—meaning does it build upon the original to produce a new creative work? If so, it is more likely to be fair use. Is your use nonprofit and for educational purposes? If so, it is more likely to be fair use.
2. The nature of the original copyrighted work. Drawing from factual works is more likely to be fair use than drawing from highly creative or fictional works.
3. The amount and substantiality of the portion taken from the original work. The less you take from the original, the more likely it is fair use. However, drawing even short excerpts can exceed fair use if the portion taken is the “heart” of the original work.
4. The effect of your use upon the potential market for the original work. Would your use deprive the copyright holder of license revenue or undermine a new market for the original work? One test is to determine whether there is an available means to secure permission to use the work for your intended purpose. If so, your use without permission reduces revenue the copyright holder would have received if you purchased the license and is less likely to be deemed fair use.

In one particular type of use, judges apply the fair use factors with more flexibility to allow uses that would not otherwise be permissible. That area is parody, which is a work that ridicules another by imitating it in a comic way. An effective parody must “conjure up” the original in order to comment on it. Thus, judges allow more leeway in the third fair use factor (amount and substantiality) and particularly focus on the degree to which the parody has “transformative” value as a new creative work under the first factor (purpose and character of your use).

The fair use test includes very few black and white rules, but rather is based heavily on the facts and circumstances of a particular use. If you have questions regarding whether permission is required or fair use applies in a particular situation at NPM, please contact [copyright@northpoint.org](mailto:copyright@northpoint.org).

### Acquiring Permission

Once it is determined that permission is needed, that permission may be acquired directly from the publisher of the work or through the Copyright Clearance Center (CCC) at [www.copyright.com](http://www.copyright.com). The CCC is considered the behemoth of text permissions, as it represents over 10,000 print publishers. Acquiring permission through the CCC site is simple and quick, but many religious publications are not available through this service, and thus permission to use these works must be acquired directly from the publisher or the author, as applicable. If the material is available through CCC, you can gain permission to do the following:

1. Republication – reproducing text in books, journals, and newsletters
2. Electronic use – reproducing text on websites, email, in PDF format, or on CD-ROM
3. Photocopying – making multiple copies for distribution at events or businesses

In addition to NPM’s print publishing activities, photocopying is an area that can create infringement issues for NPM. At the highest level, photocopying text in a fixed form that has been written by

someone else and passing those copies out to staff or to volunteers is a violation of copyright law if done without permission. In addition, paraphrasing (using different words to essentially say the same thing) will not always prevent a claim of copyright infringement. As such, obtaining the necessary rights to photocopy and distribute copyrighted material is the best course.

There is an exception to the copyright rules for text as it applies to academic and educational use. Some types of photocopying for educational purposes are allowed without requiring permission; however, this does not apply to the wholesale copying of articles for classroom use in course packs. It is up to the instructor of the class to obtain clearance for course packs, typically through clearance services such as CCC noted above.

Although reprinting an article in a course pack requires permission, the educational exception allows teachers to use copyrighted text without permission in certain circumstances. Some of NPM's environments, such as Xtreme and UpStreet, are curriculum-based educational courses, and as such should qualify as "noncommercial instruction or curriculum-based teaching by educators to students at nonprofit educational institutions." Leaders/teachers of these courses may utilize the educational use exception as follows:

1. Teachers may make one copy for their use of a chapter from a book, an article from a periodical or newspaper, a short story or essay, a chart, graph, diagram, cartoon, or picture from a book, periodical, or newspaper.
2. Teachers may photocopy articles to hand out and use during a class, but this cannot be in replacement of textbooks or workbooks. In addition, the student cannot be charged more than the cost of photocopying, and only one copy is permitted per student. Finally, a copyright notice must be present on the document.
3. In each case, in order to qualify for the educational use exception, the teacher must identify and select the article to be used in the specific course. Materials identified by NPM administration or others for use in NPM courses will not qualify for the educational use exception and, unless other fair use principles allow the copying, permission from the copyright holder is required.

There are many nuances to the educational use rules, so for complete guidelines, please refer to Circular 21 from the Copyright Office at [www.copyright.gov/circs/circ21.pdf](http://www.copyright.gov/circs/circ21.pdf).

## **D. Speaker/Writer/Graphics Work-Made-for-Hire Rights**

In many ministries, using outside speakers (those not employed by NPM) for certain events or hiring creative/technical writers to help with training materials, resources, etc., is common practice, but there are copyright laws that govern that end product that need to be understood. Typically, the copyright owner of any work is the author/creator. In other words, when a graphics designer creates images, logos, or designs for us, the default copyright belongs to that designer, even if NPM pays the designer to create the images, etc. This is because the Copyright Act provides that a copyright may only be assigned by a written agreement. This is important because if NPM does not own the rights, then NPM

has no ability to assign those rights to a strategic partner or other ministry, and may not even be able to use or license the work in all the ways intended by NPM when hiring the designer. Additionally, if the designer retains the copyright, he or she may license the image commissioned by NPM for use by another company on a competing product.

What options exist to ensure NPM is the sole owner of key aspects of our intellectual property? The most effective option is a “Work-Made-for-Hire” arrangement, through which NPM becomes the “author” and sole copyright owner of the work for all purposes even though a particular individual actually creates the work. The Copyright Act provides that two types of work qualify under this definition:

- Work created by an employee within the scope of employment
- Commissioned work created by an independent contractor that is the subject of a written Work-Made-for-Hire agreement and that falls within a special group of categories that includes the following:
  1. A contribution made to a collective work
  2. A part of a motion picture or other audiovisual work
  3. A translation
  4. A supplementary work prepared as an adjunct to a work prepared by another person for the purpose of introducing, concluding, illustrating, explaining, revising, commenting upon, or assisting in the use of other work. An example could be graphic designer work for use in curriculum or to illustrate a resource
  5. A compilation
  6. An instructional text (systematic curriculum fits here)
  7. A test or answer key for a test
  8. An atlas

A Work-Made-for-Hire agreement should be signed with the contracting party before the work commences. However, having an agreement signed after the work has been completed on the basis that the intention was for the work to be work-made-for-hire has been upheld by at least one court. As such, before hiring outside speakers (for conferences, Sunday mornings, special events, etc.), writers, or graphic designers to do work that falls into one of the above categories, be sure that a written Work-Made-for-Hire agreement is executed. A Work-Made-for-Hire template can be found in Appendix A of this document.

But what if the work in question falls outside of the above Work-Made-for-Hire categories? The other option that exists is to have the copyright assigned to North Point Ministries. According to *Copyright Plain & Simple*, an assignment is a transfer of all the exclusive rights in a copyright. When the buyer purchases the copyright, the person assigning the copyright retains no rights to the work, except for the relatively new statutory right to terminate an assignment granted after 1977 by providing notice between 35 and 40 years from the date of assignment. An author/creator can assign a work that has already been created or can execute an assignment agreement for a work to be done in the future. But, in all cases, it must be in writing. An assignment template can be found in Appendix B.

In some cases, a designer, artist, or author hired by NPM will balk at the requirement to treat his or her work as Work-Made-for-Hire and refuse to assign the copyright to NPM. In these instances, NPM staff needs to take the time to explain to the designers why this is so critical in our world of strategic partners and equipping other churches. If the designer still refuses, the best course is to select another designer. If any questions arise, please contact [copyright@northpoint.org](mailto:copyright@northpoint.org).

## E. Image Rights

The area of image rights is broad and encompasses many areas, but the aspects that affect NPM most often are stock photography and commissioned photography. For commissioned photography, the above discussion regarding assignment or Work-Made-for-Hire would apply, based on the type of project and scope of activity. As a note, according to *Getting Permission: How to License & Clear Copyrighted Materials Online and Off*, it is common for a photographer to sell all rights in an assignment photograph so that the person who pays the photographer is free to use the photograph for any purpose. As noted above, all Work-Made-for-Hire and assignment agreements must be executed in writing, preferably before the work commences.

For stock photography, commonly used in NPM products, curriculum, brochures, etc., the scope of use is defined by the image bank that is being used. There are three types of photographs offered on most photography websites, and this distinction is critical given the financial implications:

- **Rights-Managed (or Protected):** These photos can only be used for the specific purpose set forth on the invoice from the stock image bank. Getty Images (an image-bank NPM uses often) and most other image banks license rights-managed products on a use-by-use basis. The fee for using the product is calculated considering several factors, including size, placement, duration of use, and geographic distribution. At the time a rights-managed product is ordered, the buyer will be asked to submit information that will specify the usage rights to be granted. The cost is greater and the freedom to use the image is very limited.
- **Royalty-Free:** Typically, a royalty-free image includes a one-time fee that grants a broad range of uses. According to Getty Images license agreement, royalty free products may be used by the party that purchased the royalty-free image multiple times for multiple projects without incurring additional fees. Royalty-free pricing is based solely on the file size of the product and the number of people entitled to use it (maximum 10), not the specific use. The buyer does not have to pay any additional royalties on a use-by-use basis. However, if NPM desires to license a design including a royalty-free image to another company, the company may use the entire design created by NPM that includes the image, but would have to pay for a separate license in order for the company to pull the royalty-free image out of the design for use separately.
- **Extended:** iStockphoto offers the broadest type of license. Extended licenses allow you to templatize an image to use for multiple purposes like handouts, postcards, bulletins, items for resale, and electronic items for resale. An example of electronic items for resale would be to include an iStockphoto graphic in a Message Series Starter Kit to be purchased by

another church. There is a fixed, flat rate with the extended license based on the way you plan to use the image. However, even with the extended license, there are limits to the use (500,000 print pieces or 10,000 posters). The provisions are detailed at: [http://www.istockphoto.com/extended\\_license\\_provisions.php](http://www.istockphoto.com/extended_license_provisions.php).

In all circumstances, whenever possible, royalty-free, or extended license images, should be used and purchased in the name of NPM to ensure maximum flexibility. As such, when buying an image, be sure to list North Point Ministries as the purchaser (and therefore, license holder). Contrary to popular belief, the designers are able to purchase stock images on behalf of NPM. They just need to ensure NPM's name is on the invoice and supply us with a copy of the invoice for our records.

Even with royalty-free or extended license images, however, there are several things to consider. For example, as with all Getty Images and many other image banks, the rights granted are non-transferable for the lease license and are personal to the buyer alone. This means that if you license a standard royalty free product to be used in a derivative work by strategic partners or other persons/entities, they may not use the licensed image separately from the derivative work. In other words, if NPM buys an image to use in a MarriedLife bulletin, NPM does not have the right to then grant the rights to use that image to other churches or strategic partners for use in their own projects. However, if NPM, or a designer hired by NPM, uses a royalty-free image to create the packaging for a product, a poster, or other display material, NPM may license strategic partners to reproduce the same design created by NPM as long as the design is not included in a template to be individualized by others and the royalty-free image is not pulled out of the design. If a template is desired for use in a Message Series Starter Kit or MarriedLife Live Starter Kit, then as mentioned above an extended license is required. This would allow NPM to provide a "templated" version of our bulletins, handouts, and any other formats that include stock photography to others as long as the guidelines included in the iStockphoto Extended License Provisions ([http://www.istockphoto.com/extended\\_license\\_provisions.php](http://www.istockphoto.com/extended_license_provisions.php)) are followed.

## **F. Video Rights**

The ability to use motion picture and television clips as part of NPM foyer and living room environments is critical, and there are specific laws that govern their use. In addition, many times videos are shot for various uses including man-on-the-street interviews and baptisms, and using these videos must be done in a measured way.

In using movies as part of an environment, NPM uses CVLI as our video licensing company. CVLI is the Christian Video Licensing International organization that offers site specific licensing for all major motion picture studios, except Lucas Films. However, Lucas Films movies that are co-produced with 20<sup>th</sup> Century Fox (like most of the *Star Wars* movies) are covered through our license. If you are interested in using a Lucas Films movie at a ministry event, visit [www.imdb.com](http://www.imdb.com) (Internet Movie Database) and search by movie title to determine if it is one that is co-produced with 20<sup>th</sup>

Century Fox. All three campuses have current agreements with CVLI under the following license numbers: NPCC: 502459480, BBCC: 502987030, and BC: 501849110.

In general, there are several things that an organization can do with the most commonly used CVLI video license and several things that cannot be done as follows:

What can be done:

- Pastors can use selected movies to illustrate sermon points.
- Sunday schools and youth groups can view the latest videos.
- Educational classes can use videos for teaching and training.

What cannot be done:

- The license does not cover materials that have been copied from another source or recorded from television.
- It does not cover charging an admission fee for video showings or where specific titles have been advertised or publicized.

The terms and conditions of CVLI can be found on their website (<http://cvli.com/about/terms.cfm>). Additionally, NPM (not staff or a volunteer) must be the owner or renter of the video to be shown and the videos may not be edited or appear to be edited in any way. For example, “black space” must be inserted between multiple clips running back-to-back to ensure they do not seem to be edited together. For renting or buying the videos, typically an individual rents the video and is reimbursed by NPM, thus taking care of the “who is renting/buying question.” When a video is actually purchased, the purchaser is reimbursed and the video goes into the SPD library.

When it comes to video interviews shot by NPM, whether they are man-on-the-street interviews, baptism interviews, testimonials, etc., to ensure the maximum use of the footage, an interview release document should always be executed (sample found in Appendix C). According to *Getting Permission: How to License & Clear Copyrighted Materials Online and Off*, without a written release, if we reproduce a video of an individual, that person might be able to bring a court case for various violations of personal rights under invasion of privacy. This could include false light, disclosure of private facts, and/or intrusion. Additionally, if the video is not shot by a videographer employed by NPM and operating within the scope of employment, a Work-Made-for-Hire agreement is needed with the contracted videographer.

## **G. Trademarks**

A trademark is a word, symbol, or device that helps identify and distinguish a product or service and includes brand names, slogans, logos, sounds, trade dress, and images of fictional characters. Trademark protection is granted to the first company to use a particular trademark and only applies when the mark is actually used in commerce. So, what does this have to do with NPM? There are two main circumstances in which trademarks come into play for NPM. First, NPM owns certain trademarks and branded environments. In order to protect these valuable trademark rights, NPM must carefully

monitor the use and licensing of these brands and, in appropriate cases, register these trademarks with the United States Patent and Trademark Office. NPM policies developed to protect the ministry's trademark rights are addressed in Section III.G. Second, NPM uses elements of pop culture to keep the environments relevant, and must avoid infringing upon the rights of third party trademark holders during satirical spin-offs.

#### How trademark rights are created and registered

Unlike copyrights, which are created by putting pen to paper, voice to tape, or brush to canvas, trademark rights are developed by using a brand in commerce to identify a product or service. Unless a trademark is registered, the owner's rights are limited to the geographic area in which the owner can prove that the trademark has been used to identify a product or service offered for sale. If an owner registers a trademark at the state or federal level, the owner acquires a presumption of exclusive rights throughout the registered territory. Additionally, a party that plans to use a trademark within the next three years may file an "Intent to Use" federal trademark application for a brand, thereby "locking up" the brand throughout the United States from the date of filing, as long as the owner proves during the three-year period that the trademark is in fact in use on actual products or services. However, a registration will not be approved by the Trademark Office or could be cancelled by a third party, if a similar brand was already in use in commerce, even if it was not registered. In trademarks, "first in use" equates to "first in right."

#### The Likelihood of Confusion Test

Trademark rights involve the right to use a trademark and the right to exclude others from using a "confusingly similar" trademark. But what does "confusingly similar" mean? It basically asks the following question: If both trademarks were used and promoted in the same geographic area to identify their respective products or services, would consumers in that area be likely to confuse one product or service for the other, or think that they were produced by either the same company or companies that were affiliated in some way? Courts apply a multi-factored test (8-13 factors, depending on the jurisdiction), but the test can be boiled down to two key components.

First, are the "sight, sound, and meaning" of the two trademarks similar? Meaning, would a consumer who sees one trademark and then the other think that they are the same or produced by the same company? Note that courts have determined in numerous cases that simple differences in spelling do not by themselves distinguish two trademarks from each other in the minds of consumers. Do the trademarks sound the same when pronounced on the radio or on television? If a consumer hears the two trademarks, would that consumer think they are the same or related? Or, do the trademarks mean the same thing, for example "water" and "agua"? Under this test, trademarks need not be identical to be likely to confuse consumers into thinking that there is an association between the products or the organizations that make them. For example, if a new church in Dunwoody named itself "Northeast Point Community Church" and provided programs named "Finishing Point" and "DownStreet," some Atlanta residents would likely assume this is a new satellite campus for NPM.

Second, are the goods or services identified by the trademarks similar? If not, consumers are not likely to be confused by similar trademarks used on unrelated products or services. For example, United

Parcel Service and United Airlines, as well as a host of other “United” brands coexist in the marketplace without confusion. However, products need not compete to be similar enough to create confusion. If Firestone were to begin selling a new line of “Ford” tires, consumers could believe that Ford and Firestone had finally buried the hatchet and begun to make tires together. And you can rest assured that Ford Motor Company would object if it had not approved the use. The key component to the goods and services test is whether a consumer would see the infringing brand on a product or service and believe that the original trademark owner had branched into this new line of business or licensed its trademark for such a purpose.

#### When Use of a Trademark is Permissible

Separate from the likelihood of confusion test, NPM may use a trademark owned by another company without seeking a license from the owner in two situations. First, NPM may use a brand name in curriculum or other materials simply to identify the product or service carrying the brand. For example, an illustration in a sermon or UpStreet curriculum could reference a trip to an Atlanta Braves game, even though “Atlanta Braves” is a registered trademark of the club. This “nominative use” is permissible when it meets the following criteria: (a) the product or service is not readily identifiable except by using the trademark, (b) the trademark is used only to the degree reasonably necessary to identify the product or service, and (c) the user does nothing in conjunction with use of the trademark that would suggest to the reader that the use is sponsored or endorsed by the trademark owner. This test usually disallows one from using the graphical logo of a trademark owner, but permits use of the word alone for identification purposes.

Second, a trademark may be used in a parody, as long as those viewing the parody would not be confused into thinking that the trademark owner is affiliated with the parody or the organization that created the parody. Trademarks have become a powerful component of pop culture, and as such are fair targets for criticism or comment through parody. As Tom McCarthy states in his well-known trademark treatise, *McCarthy on Trademarks*, “a non-infringing parody is merely amusing, not confusing.” Additionally, if a trademark is used in association with a parody that would affect the trademark owner’s reputation, courts are less likely to allow the parody. This is a subjective area of the law, as evidenced by the fact that cases in this area often turn on whether the judge finds the parody humorous or not.

#### Protecting Trademark Rights

There are three main ways that the owner of a trademark may protect his or her rights to the brand. First, the owner may register the trademark as noted above. Second, when licensing others to use the trademark, the owner must impose reasonable quality control standards to avoid a claim that the owner has diluted or abandoned the trademark through what is called “naked licensing.” This is licensing without actually confirming that the products others create under the brand meet the quality standards that consumers have come to expect from the brand. Third, in the event that a trademark owner learns of infringement of the brand or use by others without a license, the owner must take action to prevent the continued infringement or grant licenses to those parties that the owner determines may use the trademark. Although well-meaning parties may begin to use an NPM brand for purposes that NPM

approves of, if NPM learns of such use and does not stop it or bring the use under license, NPM may lose all rights to the trademark.

## **H. Software Rights**

NPM licenses the use of computer software from a variety of outside companies, but does not own this software or its related documentation, and unless authorized by the software developer, does not have the right to reproduce it except for backup purposes. As such, there are some guidelines that all employees need to be aware of as follows:

1. North Point Ministries' employees shall use the software only in accordance with the license agreements and will not install unauthorized copies of commercial software.
2. North Point Ministries' employees shall not download or upload unauthorized software over the Internet.
3. North Point Ministries' employees learning of any misuse of software or related documentation within the Company shall notify the department manager.
4. According to applicable copyright law, persons involved in the illegal reproduction of software can be subject to civil damages and criminal penalties including fines and imprisonment. North Point Ministries does not condone the illegal duplication of software.
5. North Point Ministries' employees who make, acquire, or use unauthorized copies of computer software shall be disciplined as appropriate under the circumstances. Such discipline may include termination.

Any doubts concerning whether an employee may copy or use a given software program should be raised with the NPM IT department.

## **I. Defamation**

Defamation represents the most serious risk of legal action to any publishing operation. In the event that a party claims that NPM has infringed upon its trademark or copyright, there can be significant liability for damages, but in most instances, the infringed party is satisfied to stop the infringement. However, if a statement is published that injures the reputation of an individual or organization sufficient to generate a lawsuit, the claims are often in the \$100 million range and are expensive to defend.

Although no one at NPM would intentionally publish false content that would damage the reputation of another individual, the law of defamation includes some traps for the unwary. Therefore, in addition to following copyright and trademark guidelines, the creative engine of NPM must follow guidelines to

avoid publishing statements or content that inadvertently injures the reputation of an individual or organization.

Defamation is defined as publishing a false statement of fact that negatively impacts another's reputation. Written defamation is termed *libel*, and verbal defamation is referred to as *slander*. As indicated by its definition, defamation requires five components plus intent:

1. Publication. This merely requires sharing the material with one other person.
2. A false statement. Truth is an absolute defense, although often difficult to prove.
3. Of fact. Statements of opinion are not defamatory.
4. Negatively impacts reputation. This impact is assumed in certain contexts, such as false statements of criminal behavior or unchastity.
5. Another's. The statement must directly or indirectly identify a person, business, or other entity. If the statement is not about someone identifiable, it cannot impact his or her reputation. And if the statement is about a person, the person must be alive for the defamation to be actionable.
6. With the requisite intent. If the injured individual is a public person, such as a politician or figure in the media, the injured individual must prove that the defamation occurred with "actual malice." Actual malice involves knowing that the information was false, or publishing information with reckless disregard for truth or falsity. However, defamation of a private individual does not require actual malice.

Libel cases brought by private individuals can result from an individual taking offense to a statement that the publisher assumed to be true. In the event that the manuscript for a curriculum product or other material makes an unflattering statement about an individual, the risk of libel can be avoided by taking one of two approaches. Either revise the statement to make the statement clearly one of opinion ("In my opinion" or "I feel that") or, for statements of fact, collect corroboration in writing that the statement is true. Corroboration can come in the form of an objective third party who has firsthand knowledge of the truth of the statement and signs a statement to that effect.

Related claims are *invasion of privacy* and *depiction in a false light*. Invasion of privacy claims arise when a private fact about an individual, which that individual has not shared publicly, is published and a reasonable person would be offended by the release of the information. False light claims arise when an individual is depicted in an untrue way (can be falsely depicted as a hero, or falsely depicted in some negative way) and a reasonable person would be highly offended by the depiction. These claims may be avoided by confirming that the information about a private individual has already been made public and by avoiding extreme depictions of a private individual unless the substantiated facts clearly support the depiction.

## **J. International Rights**

U.S. copyright protection extends beyond the borders of the United States, whereas U.S. trademark rights do not. Here is a brief summary of copyright and trademark law outside the United States.

### Copyright

Pursuant to the Berne Convention for the Protection of Literary and Artistic Works, U.S. copyright holders may enforce exclusive rights to their works in 160 countries throughout the world. Under the Convention, member countries must provide equal copyright protection for works created outside the country as for those created in country. The Convention also imposes minimum standards for copyright protection applicable in all member countries. The text of the treaty and a list of participating countries may be found at [http://www.wipo.int/treaties/en/ip/berne/trtdocs\\_wo001.html](http://www.wipo.int/treaties/en/ip/berne/trtdocs_wo001.html).

### Trademark

In stark contrast to copyright, ownership of a U.S. trademark provides essentially no protection outside of the United States. This is because using a trademark in commerce develops trademark rights, and rights are developed only in the territory in which the trademark is used or registered.

Until recently, a U.S. trademark holder that began selling its wares internationally and was interested in registering its trademark outside the United States was faced with filing individual trademark applications in each country in which it planned to use and protect the trademark. In 1996, the European Union began accepting applications for its Community Trademark process, which provided for a single filing that if approved in each country resulted in trademark registrations in each of the EU member countries. And in 2003, the United States joined the Madrid Protocol, which provides for a single international trademark registration system, albeit with certain limitations. For more information on the Madrid Protocol, visit [www.wipo.int/madrid/en/](http://www.wipo.int/madrid/en/).

## **K. Getting Permission FAQs**

This section contains questions actually submitted from each ministry to help further clarify and address common copyright issues.

**Q.** *Should we have graphic designers sign Work-Made-for-Hire agreements every time they design something for us, including promotional pieces, so that we can use those pieces again or give them to strategic partners for their use?*

**A.** It is a best practice to have as part of any hiring arrangement the execution of a Work-Made-for-Hire agreement. That way, the rights of the end product are fully owned by NPM, giving us the flexibility to adapt as needed for other uses.

**Q.** *What if we adapt the look and feel of a printed piece (such as a curriculum guide) for a website (www.groupcurriculum.org)? What kind of approval do we need to obtain from the graphic designer of the printed piece?*

**A.** If a Work-Made-for-Hire agreement was executed for the printed piece, we own the rights to the look and feel that was developed. We would simply need to supply that to the Web designer for use on the website (and the Web designer would perform the development work under another Work-Made-for-Hire agreement). If we did not have an agreement executed with the original designer, we would need to go back and have the rights assigned to us to ensure we have the right to create a derivative work. However, if the curriculum guide includes stock photography, one would need to confirm that the stock image license allows for the additional use.

**Q.** *If we designed a template piece that contained royalty-free stock photos, could we take out the stock photos and reference the stock photo number, so that the individual or organization could then download the photos themselves and insert them in the template?*

**A.** This is certainly a solution and would provide the ability to create a template for use by other organizations. If this were a product we were selling, however, we would need to be very clear in the product description and all documentation that the purchase of stock photography will be required. The main reason is that depending on the image bank, these images can run into the hundreds of dollars, which may exceed the purchaser's budget. A better option would be to select images that include an extended license option. Extended licenses allow you to include images in products for resale.

**Q.** *What steps should you take to ensure a DVD has all necessary copyrights?*

**A.** In creating a DVD, all components on the product must be evaluated. For example, is the main content created and filmed by NPM employees within the scope of their employment to ensure we have the content rights to create a resource? If not, has a Work-Made-for-Hire agreement been executed? This is especially important if outside speakers are depicted in any part. Next, is any music used on any part of the DVD, either in the menu title slides or performed by our band? If so, we need to ensure the music is covered by NPM's PML license. In addition, do we have any photos we are offering on the DVD, such as stills of an environment? If so, have all necessary rights been secured for that imagery? Have all the appropriate credits been made either on the back cover or inside cover (if being placed in a clear case) to ensure all copyright owners have been credited? This is especially important if music is involved. Are any third-party trademarks visible in the DVD? If so, blur the trademark so that it is not recognizable by viewers or determine that the trademark may appear in the DVD under the fair use or parody defenses. Finally, if individuals are interviewed on the DVD, have they signed interview releases to avoid claims of intrusion of privacy or commercial misappropriation?

**Q.** *If we play music at an NPM volunteer event, do we need to pay additional licensing?*

**A.** As noted earlier, NPM has blanket licensing with Christian Copyright Solutions for **performance rights**. As long as the music played falls under these blanket licenses, no admission fee is charged, and the music is not altered from its original recording, no additional licensing is needed. The blanket license permits the licensee (NPM) to play all songs represented by that society, and separate permissions are not required for each play of each song.

**Q.** *What licenses do we need when we synchronize music to a video?*

**A.** A **synchronization license** is required from the music publisher when a copyrighted song is used in a movie, TV show, or video (such as NPM DVDs). This license grants the ability to use the piece of music in the foreground, background, or special use. For programs released for sale, an additional videogram license is required. In addition, for primarily instrumental music used for DVD menus, commercials, multimedia/Web usage, etc., production music libraries are available in which blanket agreements can be executed for a specific period of time to use all tunes in their library. NPM uses Blue Fuse as one of our PMLs, which covers us for synchronization up to 10,000 copies per project. It is important to get this worked up front in the project, as publishers may deny rights to synchronization.

**Q.** *Can we post the KidStuf “Heaven” rap video that is a parody of the SNL Narnia rap without infringing the SNL piece?*

**A.** As noted in an earlier section, parody is a work that ridicules another by imitating it in a comic way. In the case of parody, courts apply the **fair use** test to allow relatively extensive use of the original work to “conjure up” the original, and thus enable the parody to comment on the original. Applying the four fair use factors to this particular example:

1. **The purpose and character of your use** – Has the parodist transformed the original by holding it up to ridicule with new meaning, expression, insights, etc.? Some courts have recently noted that the transformative nature of the work—the degree to which it is different from the original in its own creative way—is the most dispositive fair use factor. All four factors must be applied, but transformation is key in the parody context. In the case of the “Heaven” rap, the underlying riff and context of the rap are taken from SNL’s version, but the rest of the content is arguably original to NPM. The lyrics are original, the film footage is original, and the application to heaven is original. This new creative content and application to heaven are key factors that make this work transformative. An additional component of this factor that is helpful to show fair use for NPM is the fact that the “Heaven” rap is an educational tool created by a nonprofit ministry. Courts are more likely to find against fair use in the case of a for-profit product, although this principle does not insulate NPM for-sale products from being found to infringe other copyrighted works if the use exceeds fair use as defined by these factors.
2. **The nature of the copyrighted work** – This one is tricky for us. We typically have more leeway to copy from factual work than from a play or a novel or, in this case, a movie short. In addition, a stronger case for fair use exists for published work rather than unpublished work. SNL has certainly published this work, but it is a creative work. However, SNL’s work is itself a parody of today’s society and of rap culture, and thus its own content suggests that others could parody it.
3. **The amount and substantiality of the portion taken** – Typically, less is more, but in the case of parodies, a parodist is permitted to borrow quite a bit, even at the heart of the original work, in order to conjure up the original work (*Campbell vs. Acuff-Rose Music*, 510 U.S. 569 [1994]). As noted above, certain components of the “Heaven” rap are taken from the SNL version, but NPM’s version does not include any actual footage or lyrics from the

SNL version. This factor plays significantly against finding fair use when the “heart” of the original work is copied verbatim. That is not the case here.

4. **The effect it has on the potential market** – Will we take some of SNL revenues off iTunes if we make ours available? Simply, no. If it has any impact on SNL’s revenues at all, NPM’s use of the “Heaven” rap is likely to encourage folks who have not seen the SNL version to check it out.

In a related court case, the composers of the song "When Sunny Gets Blue" claimed “When Sunny Sniffs Glue”—a 29-second parody that altered the original lyric line and borrowed six bars of the song, infringing their song. A court determined this parody was excused as fair use. An important factor was that only 29 seconds of the music was borrowed—not the complete song. As a rule, parodying more than a few lines of a song lyric is unlikely to be excused. Even Weird Al seeks permission of the songwriters before recording their parodies.

A “fifth” factor for these types of cases is a judge and jury’s **personal sense of right and wrong**, given the subjectivity of fair use. This would often play in NPM’s favor as a nonprofit, religious organization.

### III. Granting Permission

#### A. Matrix Summary

The following is a summary matrix of the policies for granting permissions. In all cases, NPM should be credited for materials duplicated, printed, or otherwise, and the credit should include © <year created> North Point Ministries, Inc., and the speaker/author. Details/limits for each type of permission can be found on the following pages:

Uses	In Front of Live Audience	Distribution (Duplication)	Printed Materials	On Radio	On TV	Translations	Web
<b>NPM Audio CDs</b>	Yes—only in entirety and if credited	Yes—up to 20 copies within a defined population	Yes—only those transcripts available from NPM	No	No	No	Only by written agreement
<b>NPM DVDs</b>	Yes—only in entirety and if credited; limited to six messages per year	No	N/A	No	Only as provided by NPM or by written agreement	Only certain titles via Multnomah, Zondervan, or Thomas Nelson (for <i>The Principle of the Path</i> )	Only by written agreement

<b>Uses</b>	<b>In Front of Live Audience</b>	<b>Distribution (Duplication)</b>	<b>Printed Materials</b>	<b>On Radio</b>	<b>On TV</b>	<b>Translations</b>	<b>Web</b>
<b>NPM Drama Videos</b>	Yes—if played with message and if credited or as part of a MSSK	No	N/A	No	No	Only certain titles via Multnomah or Zondervan	Only by written agreement
<b>NPM Drama Scripts</b>	Yes	Only for church that purchased script	Photocopying only for actors in the church	No	No	No	No
<b>NPM MP3s</b>	Yes—only in entirety and if credited	Yes—up to 20 individuals within a defined population	N/A	No	No	No	Only by written agreement
<b>NPM Music</b>	Only with appropriate licensing from copyright owners	Only with appropriate licensing from copyright owners	Only with appropriate licensing from copyright owners	Only with appropriate licensing from copyright owners	Only with appropriate licensing from copyright owners	Only with appropriate licensing from copyright owners	Only by written agreement and with appropriate licensing from copyright owners
<b>NPM Creative Content &amp; Brands</b> (Sermon content, website design and content, logos, graphics, etc.)	Only if NPM grants a license to display the brand	No	Only if NPM grants a license (e.g., Starting Point Starter Kit or Message Series Starter Kit)	N/A	No	No	Only through use of a Starter Kit
<b>NPM Videos</b> (Group Life commercials, etc.)	Yes—only if part of ministry offer or MSSK	No	N/A	No	No	No	Only through use of a MSSK
<b>NPM Printed Materials</b> (Books, bulletins, etc.)	N/A	No	Yes—up to 250 words, or as part of a MSSK, or if approved in writing	N/A	N/A	Only certain titles via Multnomah or Missions agreement	Only by written agreement

## **B. Intellectual Property Registration**

The copyright and trademark discussions in Section II describe the value of copyright and trademark registrations to the owner of these intellectual property rights. As an owner of valuable intellectual property rights, NPM undertakes to register certain copyrights and trademarks and, as of the publication of this manual, is evaluating a ramp-up of efforts to secure these registrations for valuable NPM properties. A brief description of the process to register copyrights and trademarks:

### Copyright Registration

A copyright registration is required to take any legal action in the United States to protect a copyright from infringement. The Copyright Office of the Library of Congress issues registrations. Registration forms and filing instructions are available at <http://www.copyright.gov>. The filing fee for a single registration is \$30.

### Trademark Registration

Although individual states issue trademark registrations, the most effective means to register a trademark in the United States is through the U.S. Patent and Trademark Office. A federal trademark registration provides the owner with a presumption of nationwide exclusive trademark rights, and after five years of continuous use, provides additional statutory protections. Applications are made by class of goods or services, and it is advisable to file a separate application for each class of goods or services in which the trademark owner desires to register. Applications may be filed online at <http://www.uspto.gov/main/trademarks.htm>. The filing fee is \$325 per class. NPM's registered trademarks are listed in section G below.

## **C. NPM Audio CD and MP3 usage:**

Many questions are asked regarding NPM's policy on audio CDs, from usage on the radio, to duplicating a message for family, to replicating a message as part of a missions project to share with hundreds. The current policy is that the individual who purchases an audio CD is entitled to unlimited personal use, as well as the ability to duplicate the message for "family and friends," for training purposes, or for "within church" sharing and discussion. The limit on this duplication is 20 units. If used for training purposes, the copies should be returned to the instructor and destroyed. Anything outside of that scope is eligible for the volume discount structure offered through NPM (please consult the order fulfillment team for details). All others should be handled on an individual case basis.

Transcripts from various audio messages are available as part of the Message Starter Kits. Visit [andystanleysermons.org](http://andystanleysermons.org) for the series messages that are available.

What is not permitted is the transmittal of an audio message on the radio or any other public media outside of what is directly licensed by NPM. Please email [copyright@northpoint.org](mailto:copyright@northpoint.org) with questions. In addition, large scale duplicating or replicating for the purposes of general distribution (including

outside missions work) is also not permitted, unless special permission is granted in writing. Finally, foreign translations outside of those commissioned or explicitly approved by NPM are not permitted.

MP3s (digitized audio files available for download from the Web Store) were introduced in 2005 as a NPM message series offering and have taken off in popularity as the proliferation of MP3 players has grown to what most consider to be critical mass (15-20 percent of U.S. households). As such, questions regarding proper usage have rapidly increased. The current policy for MP3 usage is that the individual who purchases the downloaded file is entitled to unlimited personal use on any number of devices, such as computers, iPods, MP3 compatible car stereos, and so on; as well as the ability to duplicate the message for “family and friends,” for training purposes, or for “within church” sharing and discussion. The limit on this distribution is to 20 individuals. In addition, NPM MP3s are not to be used in any public media format such as radio, television broadcast, podcast, etc., or posted to a website or message board without express written permission from NPM.

An organization that purchases an MP3 and wishes to play it at a program or event must do so in its entirety and give proper credit for the use. Such credit would include use of the following (example):

“In Search of a Conscience” from *God & Country* by ANDY STANLEY. © 2009 North Point Ministries, Inc., website: [www.northpoint.org](http://www.northpoint.org).

As noted above, in order for an organization to perform a musical work publicly, the organization would need to acquire the applicable ASCAP, BMI, or SESAC performance license.

#### **D. NPM DVD Usage:**

Like audio CDs, we receive many questions regarding NPM’s policy on DVD usage, although this policy is more limited than for the audio CDs. The current policy for DVD usage is that the individual who purchases the DVD is entitled to unlimited personal use, but is not authorized to duplicate, replicate, or distribute copies in any quantity. Churches/pastors who purchase DVDs may use them for sermon ideas and preparation, but may only display the video to their congregation if the message series is shown in its entirety and is properly credited. Such credit would include use of the following (example):

“In Search of a Conscience” from *God & Country* by ANDY STANLEY. © 2009 North Point Ministries, Inc., website: [www.northpoint.org](http://www.northpoint.org).

Showing clips or certain parts of the DVD is not allowed unless authorized by NPM. Furthermore, a nonprofit organization may not show more than six messages (one six-part series, two three-part series, etc.) per year in no more than one venue unless express written permission is given. In addition, NPM DVDs are not to be used in any public media format, such as radio, television broadcast, video podcast, etc., without express written permission from NPM.

Finally, several of the NPM DVD titles are translated or are in the works. For questions about specific title/language offer, email [copyright@northpoint.org](mailto:copyright@northpoint.org). For Multnomah titles, you can visit [www.glint.org](http://www.glint.org) to purchase the titles currently available. In addition, NPM has a separate missions agreement with all current publishers for translations required specifically as part of our missions' outreach and growth.

## **E. NPM Drama Video and Scripts**

Drama videos (either live performances or video dramas) are included on many DVD titles and drama scripts are available for various messages.

When obtaining a drama video on a NPM DVD title, the individual who purchases the DVD is entitled to unlimited personal viewing of the drama associated with the message series, but like the DVD usage guidelines, that individual is not authorized to duplicate, replicate, or distribute copies in any quantity. In addition, the video cannot be separated from the message series and distributed or used separately without express written consent from NPM, unless the video is part of a Message Series Starter Kit (referenced below). Churches/pastors who purchase a drama video on a DVD may use it as ideation for their own message series, but may only show the actual drama video (in its entirety) if done in conjunction with the message series and when properly credited. Such credit would include use of the following (example):

“All Is Not as it Seems” from *Twisting the Truth* by ANDY STANLEY. © 2006 North Point Ministries, Inc., website: [www.northpoint.org](http://www.northpoint.org).

In addition, NPM drama videos are not to be used in any public media format such as radio, television broadcast, video podcast, etc., without express written permission from NPM.

When a drama script is purchased, the church and/or nonprofit organization is entitled to unlimited use as part of regular church services or nonprofit programs. This includes photocopying the script for each actor in the church or organization only and performance as often as desired at no additional cost or royalty fee. However, use of the video or sketch for fundraising, television, radio, video, or commercial purposes is prohibited.

## **F. NPM Event Creative Content (NPM messages and website content, logos, and designs)**

Many questions are asked regarding the creative content developed for our sermon series. All sermon content, series logos, title packages, website design and content, and other artwork are copyrighted material of North Point Ministries. While we encourage churches to take concepts and ideas from our series and our website, we do ask that graphics be uniquely created and that content is put into one's own words.

However, due to the popularity of our creative content, NPM has created Message Starter Kits and MarriedLife Live Starter Kits. These kits allow churches to develop their own series and events using all of NPM copyrighted material. The kits include message outlines, video introductions, graphics, logos, production orders, and other content original to NPM. The kits also include a limited license agreement to govern use. However, even with the kits, direct quoting is limited to 100 words or less.

Message Starter Kits are available for purchase via [www.andystanleysermons.org](http://www.andystanleysermons.org) and MarriedLife Live Starter Kits are available at [northpointresources.org](http://northpointresources.org).

## **G. NPM Music Usage**

As noted in the Matrix Summary, only the copyright holders (typically the music publisher that represents the songs used) have authorization to allow a song to be used in another context. NPM works with the necessary agencies (noted in the “Getting Permission” section on music) to obtain rights necessary for the organization to perform and/or sell songs that appear in Sunday morning worship, on DVDs, on CDs, and so on.

North Point Music Publishing represents various titles by Todd Fields and other North Point worship leaders. Therefore, North Point Music Publishing can grant other organizations the right to re-record and use this music on CDs and DVDs. For information regarding song titles and/or to secure rights, please visit [www.npmusicpublishing.org](http://www.npmusicpublishing.org).

## **H. NPM Creative Brands Usage**

Some of the most valuable assets NPM has are the brands that represent the environments created to lead people into a growing relationship with Jesus Christ. In fact, the organization is built around creating these irresistible environments and how these are branded and known has great worth. As such, careful consideration must be given to outside uses of these brands.

Some guidelines are as follows:

- In general, unless the requesting organization is a strategic partner or has purchased a license to use the branding in an “environment replicating” type of offer, use of our logos and graphics is not allowed.
- Licenses are currently available as part of Logo Packages or Kits for the following environments/brands: Starting Point®, KidStuf®, UpStreet®, MarriedLife®, Waumba Land® and GroupLink®. Visit [www.northpointresources.org](http://www.northpointresources.org) to purchase these Kits.
- If an organization has adapted one of our brands or graphics and is seeking “approval,” the following guidelines apply:
  - The adaptation must be broad enough that it does not dilute the NPM brand in question in any way.

- Someone at NPR not familiar with the request background needs to review the design and see if it strikes him or her as a closely approximated NPM adaptation. If it does, permission will not be granted.
- North Point Ministries will grant final approval.

The best rule of thumb is whether the use of a given design in another organization's programming will mirror what is at the heart of NPM environments from quality to content to message. If the answer is not 100 percent "yes," then the license should not be granted.

(See next page for a list of trademarked environments.)

Here is a list of environments that are registered trademarks (or pending trademarks) of NPM:

<b>Trademark</b>	<b>Class</b>	<b>Goods/Services Description</b>	<b>Logo/Word</b>	<b>Status</b>	<b>Rights Management</b>
North Point Ministries	45	Ministerial Services	Word	Trademark Registered	N/A
North Point Ministries	41	Educational Services	Word	Trademark Registered	N/A
North Point Community Church	45	Ministerial Services	Word	Trademark Registered	N/A
Browns Bridge Community Church	45	Ministerial Services	Word	Trademark Registered	N/A
Buckhead Church	45	Ministerial Services	Word	Trademark Registered	N/A
North Point Resources	9	Product-CDs and DVDs	Word	Trademark Registered	N/A
North Point Resources	16	Product-Print Materials	Word	Trademark Registered	N/A
North Point Music	9	Product-CDs and DVDs	Word	Trademark Registered	N/A
North Point Music	41	Educational /Music Publishing Services	Word	Approved for Publication	N/A
KidStuf (word)	41	Educational Services	Word	Trademark Registered	Logo Package Available
KidStuf (logo)	41	Educational Services	Logo	Trademark Registered	"
7/22	41	Educational Services	Word	Trademark Registered	N/A
MarriedLife (word)	41	Educational Services	Word	Trademark Registered	Logo Package & Starter Kits Available
MarriedLife (logo)	41	Educational Services	Logo	Trademark Registered	"
InnerMission	41	Educational Services	Word	Trademark Registered	
GroupLink	41	Educational Services	Word	Trademark Registered	Starter Kit Available
Waumba Land (word)	41	Educational Services	Word	Trademark Registered	Logo Package Available
Waumba Land (logo)	41	Educational Services	Logo	Trademark Registered	"
UpStreet	41	Educational Services	Word	Trademark Registered	Starter Kit Available
Life Lessons Over Lunch	41	Educational Services	Word	Trademark registered	N/A
globalX	45	Ministerial Services	Word	Trademark registered	
Starting Point	41	Educational Services	Word	Trademark registered	Starter Kit Available
Starting Point	16	Product-Print Materials	Word	Trademark registered	"
Starting Point	9	Product-CDs and DVDs	Word	Trademark registered	"

## **NPM Video Usage**

Oftentimes, videos are created to enhance messages in various environments (e.g., man-on-the- street interviews), promote upcoming events (e.g., MarriedLife promo), or communicate the value of participation (e.g., GroupLink commercials). These videos contain actors, music, and images that work together to convey a definite message that is specific to NPM.

As such, low-resolution versions of these videos are shared with those outside the organization as a springboard for ideas, to share creativity, etc., as is the case with [insidenorthpoint.org](http://insidenorthpoint.org); however, they are not generally available in high-resolution form outside NPM, unless part of a specific ministry offer or program. Examples of this would be creating a resource to depict an environment such as *Everything But the Kitchen Sink* or resources used to help re-create an environment, such as the *MarriedLife Live Starter Kit* concept. These products would be developed in a partnership between the ministries and North Point Resources. In all cases, all appropriate licenses as defined in the “Getting Permission” section will need to be obtained. Finally, NPM videos are not to be used in any public media format such as radio, television broadcast, video podcast, etc., without express written permission from NPM.

## **I. NPM Printed Materials & Text Usage**

Printed materials from NPM take many forms from North Point Resources books published by NPM authors, such as *7 Practices of Highly Effective Ministry*, to Sunday morning bulletins, to printed pieces given out in various events such as MarriedLife Live. As stated earlier, unless specifically licensed as part of a ministry offer, such as bulletin templates to our strategic partners, all printed pieces should be considered copyrighted materials and, as such, are not to be reprinted, reproduced, translated, or directly used without express written permission from NPM, except if used within the following guidelines:

- 250 words or less are directly quoted.
- Text is unedited and within a writer’s own commentary or with other quotes on a page.
- Book title and author are cited (do not include “used by permission”).

For questions regarding international translations, please email [copyright@northpoint.org](mailto:copyright@northpoint.org).

## **J. NPM Web Content and Structure Usage**

The use of NPM Web content, structure, templates, Web store engine, or any other uses therein are prohibited unless express written consent is granted, which is only available in very limited situations such as strategic partner usage.

## **K. Granting Permission FAQs (taken from actual requests from churches)**

***Q. A few months ago, our ministry bought a video of Andy Stanley and the ‘foyer, living room, and kitchen’ model for ministry. If our church or a particular ministry within the church were to use the concept of the foyer, living room, and kitchen concept for its own particular model of ministry, is there anything we would need to do?***

**A.** If you want to use the concepts generically applied to different areas of your church, then because of the non-specific nature of the use, it shouldn't be a problem. What would concern NPM is if you wanted to use our images, logos, etc., and apply them to your ministries. Also, if you use them in this generic way, we assume our Foyer to Kitchen video resource wouldn't be used for your promotions, explanations of the strategy, etc.

***Q. I am interested in duplicating the first part of Staying in Love for my Sunday school class. Can I do this?***

**A.** The current duplication policy is that the individual who purchases an audio CD is entitled to unlimited personal use, as well as the ability to duplicate the message for “family and friends,” for training purposes, or for “within church” sharing and discussion but is limited to 20 units. If used for training purposes, the CDs should be returned to the instructor and destroyed. Anything outside of that scope is eligible for the volume discount structure offered through NPM (please consult the order fulfillment team for details at 866-866-5621).

***Q. I am a pastor in Berlin who is interested in re-editing your productions of sermons by Andy Stanley one after another with a German subtitle or with synchronization, maybe even in several languages. In addition, I would like to explore copying the sermons and reproducing them on our own, with our own words and language, own "preachers," etc., using your material, pictures, ideas and so on.***

**A.** Here are some things you need to know about your request. First, we have an international rights agreement in place with our publisher that would preclude us from having individuals translate and make available many of those titles. In addition, maintaining theological integrity in these circumstances has proven challenging. We have had difficulty with this on products that we ourselves were doing. As such, we will not be able to comply with that part of the request. As far as the last request, you can use the sermons as a springboard to create something with the same central themes that is tailored to the local congregation in that area and is delivered by a local pastor. However, the actual images and creative aspects are copyrighted.

***Q. My pastor purchased the “Wishful Thinking” CD message and gave it to me. After listening to it, I believe this needs to be expanded on and published, and I would like your permission to pursue this with proper attribution to you for the original concept. These are concepts that need to be presented to the body of Christ at large, and which, if embraced, will alter the spiritual landscape where this happens.***

A. This message content is North Point Resources' copyrighted material. As such, it is subject to copyright laws regarding use, and you would not be permitted to take the content and create another product such as a book or manuscript.

**Q. *I am a pastor and I would like to use the sermon content, series design, and videos from the NPM series Destinations. Can I do this?***

A. The message content, series design, and title package videos are copyrighted material. As such, it is subject to copyright laws regarding use. We encourage pastors to use concepts and ideas from our messages, series design, and videos, but other than drawing from the NPM concepts or ideas, your new material/content must be your own original work, not simply a rewording of the NPM content, and not confused with NPM materials. However, for our most recent titles and a few other popular titles, we offer Message Series Starter Kits that include message outlines, videos, graphics, etc. These kits include a limited license agreement that permits you to use the copyrighted material. However, even with the kits, direct quotation is limited to 100 words.

**Q. *Can I make copies of your DVDs to distribute to my family and friends?***

A. While we do allow the duplication of up to 20 audio CDs for distribution to family and friends, our copyright does not permit the duplication of our DVDs. We recommend encouraging your friends to view the videos available for sharing on our website at [www.northpoint.org](http://www.northpoint.org) or on YouTube at [www.youtube.com/northpointministries](http://www.youtube.com/northpointministries).

**Q. *Can I use of a clip of Andy Stanley from one of your DVDs to enhance my sermon message?***

A. Our copyright policy does not permit the use of a portion of a NPM message. However, you can use a direction quotation if it is limited to 100 words or less and properly credited.

**Q. *I have purchased the GroupLink Starter Kit and we plan to have our first GroupLink this month, however we would like to use our own version of the GroupLink logo. Is that ok?***

A. GroupLink and the GroupLink logo are registered trademarks of NPM and therefore the spelling or design cannot be altered. The limited license agreement included in the kit authorizes the use of the name and logo but does not permit any alterations to this trademarked material.

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This document provides some insights, direction, and guidelines to use when getting and granting permissions for copyrighted materials; however, this is a vast area of the law and encompasses many issues that may or may not have been covered. As noted earlier, the Ministry Services Staff is here to advise on copyright issues not addressed in this document or further expand on areas that are addressed. Address questions to [copyright@northpoint.org](mailto:copyright@northpoint.org).

## IV. Appendices

### Appendix A: Sample Work-Made-for-Hire Agreement

#### Work-Made-for-Hire Agreement

(Date)

North Point Ministries, Inc.  
4350 North Point Parkway  
Alpharetta, Georgia 30022

Re: \_\_\_\_\_  
A North Point Resource or Ministry Initiative "Work"

Dear North Point Ministries, Inc.:

This is to notify you that I, (name) \_\_\_\_\_  
(Address) \_\_\_\_\_

\_\_\_\_\_, have written, designed, prepared, and/or contributed materials and/or ideas to the product named above. I acknowledge and understand that this product is, or could be, included as a product of North Point Resources, a line/brand of products owned by North Point Ministries, Inc. ("NPM") of Alpharetta, Georgia, which is in some cases published, distributed, sold, and licensed by publishing or distribution partners. My contributions to this product were specially commissioned by NPM and as such are to be deemed "work-made-for-hire" under the copyright laws. To the extent not eligible for "work-made-for-hire" status, I hereby assign to NPM all of my rights, title, and interests in the product, including but not limited to copyright. Furthermore, Artist warrants that the Work does not infringe any intellectual property rights or violate any laws and that the work is original to Artist.

I hereby release North Point Ministries and/or publishing and distribution partners from all liabilities related to any claims of copyright infringement or other compensation. I also agree to allow North Point Ministries, and/or publishing and distribution partners, the right to use my name, likeness, image, biographical data, and photograph, as provided to NPM, without compensation to me, if in the judgment of NPM and/or publishing and distribution partners such use will help promote the sales of the above product and/or the North Point Resources product line.

Sincerely,

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

**Appendix B: Sample Assignment Agreement**

**Basic Copyright Assignment**

I, \_\_\_\_\_ ("Assignor"), am owner of the work entitled \_\_\_\_\_ (the "Work") and described as follows: \_\_\_\_\_.

In consideration of \$\_\_\_\_\_ and other valuable consideration, paid by \_\_\_\_\_ ("Assignee"), I hereby irrevocably assign to Assignee and Assignee's heirs and assign all my rights, title, and interest in the copyright to the Work and all renewals and extensions of the copyright that may be secured under the laws of the United States of America and any other countries, as such may now or later be in effect. I agree to cooperate with Assignee and to execute and deliver all papers as may be necessary to vest all rights to the Work in Assignee.

Signature of Assignor(s)

Notary Public Declaration

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_ to me known to be the person who executed the foregoing instrument, and he/she thereupon duly acknowledged to me that he/she executed the same to be his/her free act and deed.

\_\_\_\_\_  
Notary Signature

## Appendix C: Sample Interview Release

### Interview Release Agreement

#### **Grant**

For consideration which I acknowledge, I consent to the recording of my statements and grant to \_\_\_\_\_ ("Company") and Company's assigns, licensees, and successors the right to copy, reproduce, and use all or a portion of the statements (the "Interview") for incorporation in the following work \_\_\_\_\_ (the "Work").

I permit the use of all or a portion of the Interview in the Work in all forms and media including advertising and related promotion throughout the world and in perpetuity. I grant the right to use my image and name in connection with all uses of the Interview and waive the right to inspect or approve use of my Interview as incorporated in the Work.

#### **Release**

I release Company and Company's assigns, licensees, and successors from any claims that may arise regarding the use of the Interview including any claims of defamation, invasion of privacy, or infringement of moral rights, rights of publicity, or copyright. I acknowledge that I have no ownership rights in the Work.

The Company is not obligated to utilize the rights granted in this Agreement.

I have read and understood this agreement and I am over the age of 18. This Agreement expresses the complete understanding of the parties.

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

#### **Parent/Guardian Consent [include if the person is under 18]**

I am the parent or guardian of the minor named above. I have the legal right to consent to and do consent to the terms and conditions of this release.

Parent/Guardian Name: \_\_\_\_\_

Date: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Parent/Guardian Address: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

## **Credits:**

*Getting Permission: How to License & Clear Copyrighted Materials Online and Off*; Richard Stim; © 2001 and 2004 and 2007 by Richard Stim

*The Church Guide to Copyright Law*; Richard Hammar; © 2001 by Richard R. Hammar

*Copyright Plain and Simple*; Cheryl Besenjak, © 2001 by Cheryl Besenjak

Other websites as follows:

Christian Copyright Solutions at [copyrightsolver.com](http://copyrightsolver.com)

BMI at [www.bmi.com](http://www.bmi.com)

ASCAP at [www.ascap.com](http://www.ascap.com)

SESAC at <http://www.sesac.com>

CCLI at [www.ccli.com](http://www.ccli.com)

CVLI at [www.cvli.org](http://www.cvli.org)

Glint at [www.glint.org](http://www.glint.org)

iStockphoto at [www.istockphoto.com](http://www.istockphoto.com)

Getty Images at [www.gettyimages.com](http://www.gettyimages.com)

Blue Fuse at [www.bluefuse.com](http://www.bluefuse.com)