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CHURCH COPYRIGHT POLICIES

Can the presumption of employer ownership of the copyright in works for hire be negated by a generic “copyright policy” that purports to apply to all employees? To illustrate, some churches have adopted a generic policy (often as part of a policy manual) that purports to disclaim church ownership of works created by employees even if the works meet the definition of works made for hire. The intent of these policies is to have a written agreement that comports with section 201(b). Do such policies overcome the presumption that the employer owns the copyright in works made for hire?

No court has addressed this question in a case involving a church, but a number of courts have ruled that generic copyright policies adopted by private universities that purport to relinquish the university’s copyright ownership of professors’ works for hire are not legally effective unless they strictly comply with the requirements of the Copyright Act. To illustrate, some courts have ruled that a generic policy in a policy manual is not effective to the extent that it is not signed by both parties and does not explicitly state that the employer is divesting its copyright ownership in specified works. According to these cases, a generic copyright policy will not divest a church of its copyright ownership in works for hire, since such a policy typically will fail one or more of the three requirements specified in section 201(b) of the Copyright Act (see above) for overcoming the presumption of employer ownership of such works.