

# Guidance - Copyright in Typographical Arrangement

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(Revised 9 May 2005)

This guidance advises departments to clarify the copyright in typographical arrangements with private sector publishers and suggests appropriate wording for assignment of copyright should that be appropriate.

## Background

1. In a typical publication, copyright subsists both in the content of a work and also in the typographical arrangement and design elements of the work. Typographical arrangement covers the style, composition, layout and general appearance of a page of a published work.

## Ownership of Copyright

2. The copyright in the content of a work usually rests with the author or creator of the work (or their employer). Works produced within government are subject to Crown copyright protection, in accordance with section 163 of the Copyright, Designs and Patents Act 1988.

3. Copyright in the typographical arrangement of a published edition, however, rests with the publisher of that published work. This is in accordance with sections 9(2)(d) and 11 of the Copyright, Designs and Patents Act 1988.

## Implications for Government Departments and Agencies

4. Before the privatisation of the trading operations of the former HMSO in October 1996, the vast majority of government material was published by the Crown. This was either through HMSO, acting as the Government Publisher, or by the originating departments. However, now that the former publishing division of HMSO forms part of a private sector company, The Stationery Office Ltd, a significantly higher proportion of government material is now published by the private sector. It follows that cases will arise where the copyright in the typographical arrangement of official works will rest with the publisher and the copyright in the content with the Crown. The precise layout and the look and feel of the material is often part of the intrinsic quality that gives it official status, eg making legislation instantly recognisable as such.

5. Departments must be aware of the need to cover, expressly, the precise remit of copyright in all their negotiations with external publishers or suppliers of design services. Options include:

- stating that there is dual copyright;

- an assignment of copyright in the typographical arrangement to the Crown;
- a clause reserving full rights to reproduce the typographical arrangement on behalf of the Crown for departmental use or otherwise.

It is not acceptable to leave the position unclear or confused. For the Crown to license others to reproduce Crown text, either in part or in full, without the requirement to obtain the consent of the holder of the copyright in the typographical arrangement may be an important factor in ensuring access and availability of the material. This is particularly the case in the following circumstances:

- by photocopying;
- by scanning the original text;
- by microfilming.

It is impossible to reproduce the published material without copying the typographical arrangement.

6. If a user wishes to reproduce Crown material in the above circumstances and the copyright in the typographical arrangement is held by a third party, the user will require two separate licences: first, one from the Crown covering the content; secondly, a licence in respect of the typographical arrangement. This additional administrative stage, with the risk that permission could be refused, could limit access to the material.

7. In cases where a department originates camera-ready copy or provides formatted disks for a printer to generate output according to their specification (ie where the publisher is not directly involved in producing the style, composition, layout and general appearance of a page) the copyright in the typographical arrangement would rest with the Crown.

## **Suggested wording for Typographical Copyright**

8. The following wording could be used to clarify the respective copyright position:

Copyright in the typographical arrangement, design, layout [as appropriate] vests in the publisher/illustrator [as appropriate].

## **Assignment of Copyright**

9. The following wording could be used to claim the copyright:

In consideration of the rights granted in this Agreement, all copyright and rights in the nature of copyright in the work are hereby assigned to the Crown. For the avoidance of doubt, this includes all copyright in the typographical arrangement and all design elements of the work.

Carol Tullo  
Controller HMSO  
Queen's Printer