



# Faculty of Homeopathy

## Faculty of Homeopathy: copyright policy

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### **A. Use of this policy**

This policy is part of the Faculty of Homeopathy range of policies. It is provided within the policy resource area of the Faculty's online folders, and is may be provided within the website if appropriate. It is also available for administrators and organisers to provide to person/s and organisations that may be providing the Faculty of Homeopathy with copyrightable content for re-use, dissemination, adaptation, publication or broadcast by the Faculty, for instance within its members resources. Such content providers should expressly define which copyright license they are providing to the Faculty of Homeopathy and to end-users, and/or the license is negotiated and agreed within the service contract between the provider and the Faculty.

This copyright policy applies to the following non-exhaustive list of use of educational resources provided by the Faculty of Homeopathy:

- 1) Videos and recordings of CPD events, classes, meetings, including raw recordings to final edited versions.
- 2) Audio recordings, including raw recordings to final edited versions.
- 3) Graphical and written resources.

### **B. Definitions**

Note, for the purposes of this policy, Continuing Professional Development (CPD) is defined as:

“ ..... a dynamic process of lifelong learning, which purposefully reflects and develops the Homeopath's individual strengths, supports an appraisal of all areas so as to focus improvement and expands personal and professional growth to meet full potential. CPD means an investment in quality to meet the needs and care for the interests of clients, colleagues, individual practitioners and the profession of Homeopathy.”

Where 'Faculty' is mentioned, this refers to the 'Faculty of Homeopathy'.

'Fair Dealing' is a term applied to re-use of copyright content. What degree or extent of re-use constitutes fair dealing varies in each individual case. A measure is how a fair-minded and honest person would have dealt with the work. Tests to apply are whether the re-use causes the copyright owner to lose revenue or sales, in which it is unlikely to be fair dealing. Also whether the amount of work taken from the copyright content is reasonable and appropriate, and generally only a part of a work should be taken.

### **C. Aims and benefits of a liberal CPD copyright policy where feasible**

- 1) The importance of CPD is also as a means to ensure continued competence in one's profession. One's knowledge stays up to date. Thus it is an ongoing process, continuing throughout the professional career. Hence providing CPD materials on fairly liberal access and re-use terms may provide members with the resources they need to maintain fitness to practice, career and personal progression.
- 2) CPD is part of the process of creating new knowledge; hence the individual advances the body of knowledge within their field. It is of collective interest for CPD content that members have themselves

created, developed or updated to be shared within the organisation. This may be more likely given an environment and culture of open learning, and sharing without restricting creators their own continued use.

- 3) CPD is part of a research activity, and this can be an iterative process of creating knowledge which may be supported by a culture of openness and sharing.

#### **D. Who creates copyrightable content within the Faculty and could therefore own copyright:**

- 1) Individual members, staff and colleagues sharing their work and products with the Faculty of Homeopathy.
- 2) Speakers, teachers and researchers at Faculty events, such as congress, CPD events.
- 3) Teaching providers, tutors recordings and educational resources which have been provided, shared, donated to the Faculty.
- 4) Other organisations who share their content with the Faculty.

#### **E. Who owns CPD or content copyright**

There are several possibilities, and the copyright of specific educational resources may vary according to the intentions and agreement between creators and the Faculty. Hence these options should be discussed during contract negotiations with content providers.

Examples include:

- 1) The creator (original author) of the content retains full copyright, and issues a licence to the Faculty to use their material. Hence any further alteration in the permission to re-use that material elsewhere or further by Faculty subscribers would need referral back to the creator for consent.
- 2) Co-ownership or part copyright is held also by others alongside the creators of the content. For example, some video content may be adapted, edited, merged into other forms, and technically part-copyright may also be owned by the editor or producer, unless agreed otherwise. However, the Faculty of Homeopathy contract of employment/service with the editor/s may stipulate that editorial copyright is retained by the Faculty and not the editor. It also means that in any one content or work, there may be several claims on copyright, e.g. by the author, editor, publisher, illustrator, etc.
- 3) Hence, normally the person/s who originally authored the content or work will exclusively own the work and is referred to as the 'first owner of copyright' under the 1988 Copyright, Designs and Patents Act. However, if a work is produced as part of employment to the Faculty of Homeopathy, then the first copyright owner will normally be the Faculty of Homeopathy, rather than the employees or individual/s who created the work. However, where authorship is through an arrangement that is freelance or commissioned by the Faculty of Homeopathy, then copyright ownership will usually still belong to the author of the work, unless an agreement to the contrary is within the contract for service.
- 4) As with any other asset, copyright may be transferred or sold by the copyright owner to another party.
- 5) Generally copyright lapses after 70 years from the death of the creator of the content, if there are no other considerations such as estate/descendent/agency ownership. This is also a factor to consider for the Faculty's possession of archived historic materials within homeopathy.
- 6) The CPD or content creator and copyright holder may therefore agree to share copyright with the Faculty of Homeopathy. This may include commercial re-use of the CPD content.
- 7) The CPD content creator may instead provide a full copyright licence to the Faculty of Homeopathy, and the CPD creator relinquishes their own copyright ownership.
- 8) Alternatively or in addition, a creative commons (CC) licence may be applied to the CPD / content resource. This provides clarity, transparency and consistency, and is a recommended approach.

## **F. Displaying a copyright notice**

Not all Faculty content within its website, documents, recordings, and other outputs show a copyright notice attached or embedded within the work. Where a specific copyright owner is specified, this will be shown with a copyright symbol © or with the word 'copyright', followed by the year of the content creation, then followed by the name of the copyright owner (in most cases this is likely to be the original author of the work). This may then be followed by any additional statement defining the reservations placed on the content. An example of a copyright notice could be:

**Copyright © 2026, Yubraj Sharma. All rights reserved.**

Where a copyright notice is not shown, it should not be assumed that no copyright notice applies.

## **G. Content not included within this copyright policy**

There are limitations to works that cannot be included in this copyright policy. These include:

- 1) Ideas, concepts, discoveries, research findings, principles within homeopathy
- 2) Work that is not in a tangible form (recording, document etc), such as work that is in a planning stage, or has been verbalised but not captured in physical form.
- 3) Names, titles and slogans
- 4) Designs and symbols (these would instead require trademark protection if applicable).

Hence, there is no restriction on anyone utilising an idea or concept within Faculty content, in order to create and develop their own work.

## **H. Exceptions to copyright**

Depending on any other copyright license conditions placed on the content, further exceptions can also be applied on the restrictions in place. Note that a creative commons licence may already be liberal enough to accommodate many of the situations listed below.

In accordance with the UK Copyright, Designs and Patents Act 1988 (as amended), especially sections 29 and 30, the Faculty copyright policy includes the provision for others to use copyrighted or protected works held by the Faculty, without seeking consent from the copyright owner, in the following situations:

- 1) Private study, such as by students on Faculty accredited courses, or students on other courses or education programmes. Copying the work is permitted for personal study. However, this exception involves 'fair dealing' for re-use, such as re-using parts of the content for course assignments. Copying and re-using the whole work in students' outputs would not generally be considered as fair dealing.
- 2) Non-commercial research. This allows researchers to make limited copies for their personal study during research activity. This also includes activity such as text or data mining of the content as part of an analytical project or research. However, the research of a commercial nature (or ultimately becoming commercial) would require copyright consent.
- 3) Fair dealing is permitted for reviews, criticisms or quotations involving copyright content.
- 4) Fair dealing of copying and re-use of copyright content is allowable for educational purposes in order to teach a subject. Acknowledgement should be included. This does not include re-use for commercial purposes (e.g. selling products of the content such as subscription based educational resources, publications and so on), or where uses would undermine the copyright owner's sales of material – for which consent would be required.
- 5) Fair dealing, copying, adapting and re-use is permitted where it is required to allow disabled persons to be able to access the copyrighted content. For example this includes making an audio adaptation of content to allow visually impaired persons to access the content, or adapting the legibility of printed material for those with reading impairments. However, such re-use is for the disabled person's

access. Such accessible copies and adaptations cannot be provided to non-disabled persons without consent. Such copies and adaptations must be provided on a non-profit basis to the disabled persons.

- 6) Time-shifting is permitted in a domestic or private setting where a user can make a recording of a broadcast to be viewed or listened to later at a more convenient time. However, this facility cannot be used for other purposes such as re-distribution to others, without consent.
- 7) Fair use is allowable to use limited amounts of copyright content without consent, for the purpose of parody, caricature or pastiche, such as re-use in cartoons, song or film. Re-use beyond this would require consent.

However, in all circumstances the user must evaluate whether there is a financial impact on the copyright owner arising out of the exception use. If there is no or only an insignificant impact, then re-use would be acceptable.

Also in all situations, it is likely that an acknowledgement, citation or reference to the original work should be included in the re-used material.

## **I. Appendix 1: Faculty website ‘Copyright Terms and Conditions statement’**

*Below is a version of the new Faculty website ‘Copyright Terms and Conditions’ statement.*

All rights, including copyright, in the content of the Faculty of Homeopathy website pages (including, but not limited to, the Faculty of Homeopathy logo, all text, graphics, video and audio material and graphics) are owned or otherwise controlled for these purposes by The Faculty of Homeopathy unless otherwise stated.

Content within these webpages may derive from other authors and does not necessarily represent the views of the Faculty of Homeopathy. We may update and amend our Copyright Terms and Conditions from time to time to reflect new information or conditions.

Copyright provides protection for intellectual property by ensuring that it cannot be copied or altered without the permission of the copyright holder. Copyright does not require official registration; the act of creating a work is enough for it to be protected. Also copyright does not need to display the © symbol.

Content may be specified with its own copyright license in accordance with the author/s (copyright holder/s) intentions. Where a license is not explicitly provided, then the following terms in this copyright statement apply.

In accessing the Faculty of Homeopathy website, you agree that you may only access and where applicable download the content for your own personal non-commercial use. If you do not agree to these terms, you must not use our website. The material on these web pages should not be used, copied, stored or transmitted otherwise without the prior written consent of the Faculty of Homeopathy or in accordance with the Copyright, Designs and Patents Act 1988.

Fair dealing provides an exception to copyright restrictions and allows an individual to copy a reasonable proportion of the copyright content or works. This is provided that it is for personal use, for private study that is neither directly or indirectly for a commercial purpose; it is for research for non-commercial purposes; it is for criticism, or review and provided that sufficient acknowledgement of the original work is made. Fair dealing use also generally comprises no more than: one article only from a single issue of a periodical, or one paper from a set of conference proceedings; a maximum of one complete chapter of a book; the whole report of one report case; the whole of a article not more than ten pages in length, if contained in a collection of such works in book form OR it is no more than 5% of a work whichever is the greater. Any copying beyond these limits can only be done with the permission of the rights holder or under licence.

## **J. Appendix 2: Creative Commons licenses**

The following licenses may be listed for specific content as decided by the originating author and during service contract negotiations with the Faculty.

Where restrictions on re-use do not apply, i.e. a copyright owner wants to release their work without restriction, the following statements from the CC0 category can be added to the content or work:

### **CC0 1.0**

CC0 1.0 Universal Deed

Canonical url: <https://creativecommons.org/publicdomain/zero/1.0/>

No Copyright. The person who associated a work with this deed has dedicated the work to the public domain by waiving all of his or her rights to the work worldwide under copyright law, including all related and neighbouring rights, to the extent allowed by law. You can copy, modify, distribute and perform the work, even for commercial purposes, all without asking permission.

Otherwise, the following 6 licenses are available through the Creative Commons framework for allocation to content. For the purposes of clarity, the Faculty may request that the copyright owner allocates one of these licenses as part of the service contract.

### **CC BY 4.0**

Attribution 4.0 International Deed

Canonical URL: <https://creativecommons.org/licenses/by/4.0/>

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Share — copy and redistribute the material in any medium or format for any purpose, even commercially.

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### **Document Control Summary**

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