p. 446 **19.4.4**

The irony when it comes to research assistants, the fourth category of native speaker identified, is that the better and more effective they are, the more likely it is for copyright problems to arise. To the extent that they are simply involved in data collection or target language elicitation or tape transcription or secretarial-type services (such as making and filing 3 × 5 cards), their work does not reach the level that would legally qualify as copyrightable. But as they get more involved in producing linguistic works and not just helping with data, such as pulling together a proverb collection or in the compilation of a dictionary, they begin to metamorphose into joint authors with all of the legal copyright entitlements and claims that that entails. As mentioned earlier, someone who, for example, contributes 15 per cent to the preparation of a work, would still count as co-author with a half copyright interest in the work. The linguist does not (or should not) want to deny her assistant his due, neither in terms of recognition nor decision-making nor money. On the other hand, owning a copyright jointly with someone half way around the world is far from ideal, and is sure to create practical difficulties and potentially hard feelings. Much more sensible is to have the full legal copyright in the hands of the person who is best situated to exploit the work from a scholarly point of view, including activities such as archiving and publishing, which would normally be the linguist and not her field assistant. This can be accomplished in two ways, only the second of which I recommend.

If the assistant works for the linguist on a regular salaried basis for a set period of time, let's say six months or more, then the assistant's authorship would accrue to the linguist under the Work for Hire doctrine. That is, from a legal point of view the assistant would not count as an author and the problem of joint authorship would not arise. This seemingly simple solution turns out not to be as attractive as it appears. In the first place, not all countries have something in their copyright laws comparable to the US Work for Hire rule and so, depending on the linguist's nationality and the place where the research is being carried out, this provision might not be applicable. But even if the Work for Hire rule is in place, it is not so easy to establish that the assistant is an *employee*. Only employees are covered by the rule, not freelance individuals who are hired to do specific tasks of one sort or another. In the US, employees are easily identified as such by formal hiring processes, tax deductions, personnel office record-keeping, etc. But when a single linguist, not a big corporation, informally asks someone in a village to serve as an assistant, often on flexible terms, it's not so clear that the person providing the linguistic services is really an employee rather than a freelance contractor. Finally, even if one has a true Work for Hire situation, i.e. the linguist as employer is entitled to be considered the legal author of the assistant's work products, a publisher—or archivists with whom the linguist is dealing—might not be satisfied with the legal explanation and want to see relevant paperwork, which might not exist.

p. 447 The prudent step, therefore, is to eschew use of the Work for Hire doctrine and, operating as if the assistant were a joint author with a partial interest in the copyright, arrange for the assistant to provide a straightforward copyright transfer.[15] As described earlier, this is not complicated: all that one has to do is make sure that the assistant's transfer of the copyright to you the linguist is in writing and signed. The easiest way to do this is to have the assistant sign a paper at the time he is hired stating that he thereby assigns any and all copyright to materials produced in the conduct of his work with you to you. Nothing fancy or formal is required, although it's probably a good idea to have more than a note on the back of a vocabulary card. This is not because that casual note wouldn't suffice, but because one has an obligation to make it clear to the assistant that what he is signing is serious and has legal consequences.

In the same way that you as author want to preserve rights when you transfer copyright to a publisher, your assistant's interests as joint author should be protected when that person transfers his or her copyright to you. Protection of the assistants' legitimate rights should be taken into account and incorporated into the transfer agreement if done at the end of the research period, or by means of an addendum if the copyright transfer were covered in at the beginning when the assistant was hired, and one really had no idea how extensive that person's contribution would turn out to be. In the written memo or note or form specifying