

Open Educational Resources, Copyright, and CC Licenses

What every faculty author should know

OER and the Five Freedoms/Five Rs

OERs should typically grant these 5 rights to all students & teachers

Retain

Reuse

Revise

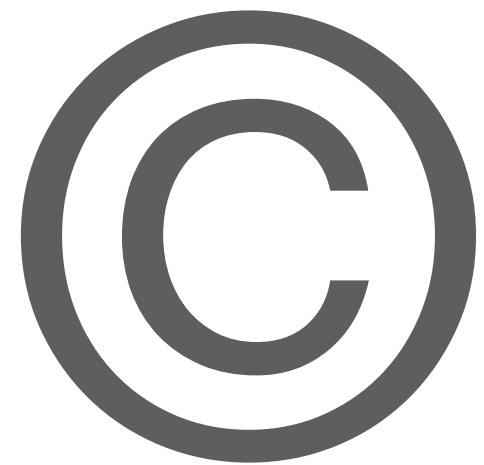
Remix

Redistribute

Granting these makes your educational resources truly, fully free

Copyright

Exclusive by default



Subject to sections 107 through 122, the owner of copyright under this title has the **EXCLUSIVE RIGHTS** to do and to authorize any of the following:

Reproduce

Distribute

Adapt into derivative works (translations, abridgments, etc.)

Perform publicly

Display publicly

Creative Commons Licenses

Inclusive: Grant permission to the public, and impose conditions (if you like)



Human-readable

“You are free to: share - copy and redistribute the material in any medium...”

Machine-readable

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

Lawyer-readable

By exercising the Licensed Rights (defined below), You accept and agree to be bound by the terms and conditions of this Creative Commons Attribution 4.0 International Public License ("Public License"). To the extent this Public License may be interpreted as a contract, You are granted the Licensed Rights in consideration of Your acceptance of these terms and conditions, and the Licensors grants You such rights &c. &c.

How a CC license works:

© = Exclusive right = the power to grant licenses

“License” = a contract

Contract = Offer + Acceptance

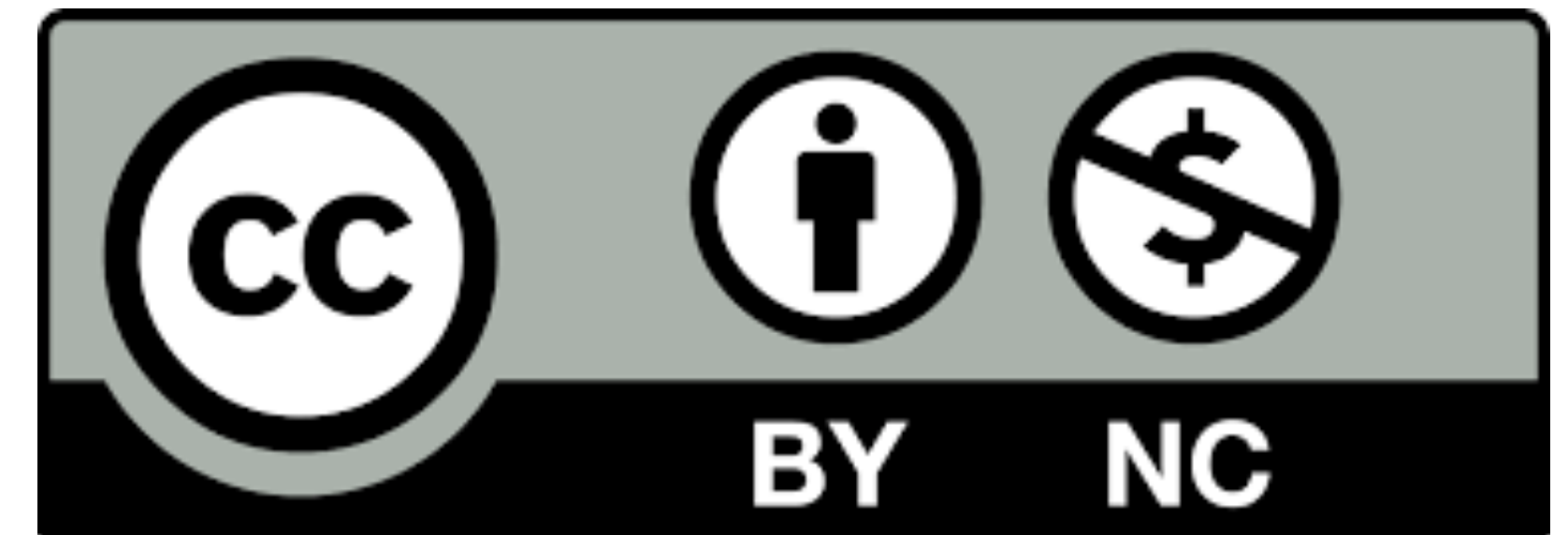
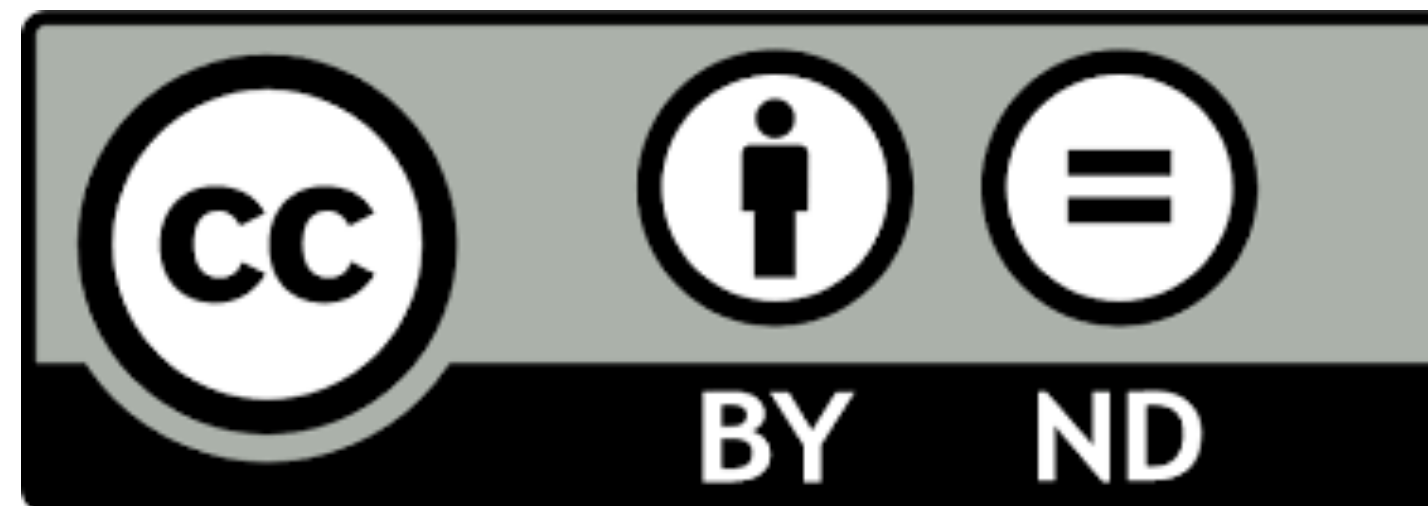
CC License = Offer to the world = “I hereby offer anyone who uses my work consistent with these terms a license to do so.”

Using CC licensed work consistent with terms = “I accept.”

IRREVOCABLE

License options

Waiver, Attribution, Non-Commercial, No Derivatives, Share-Alike

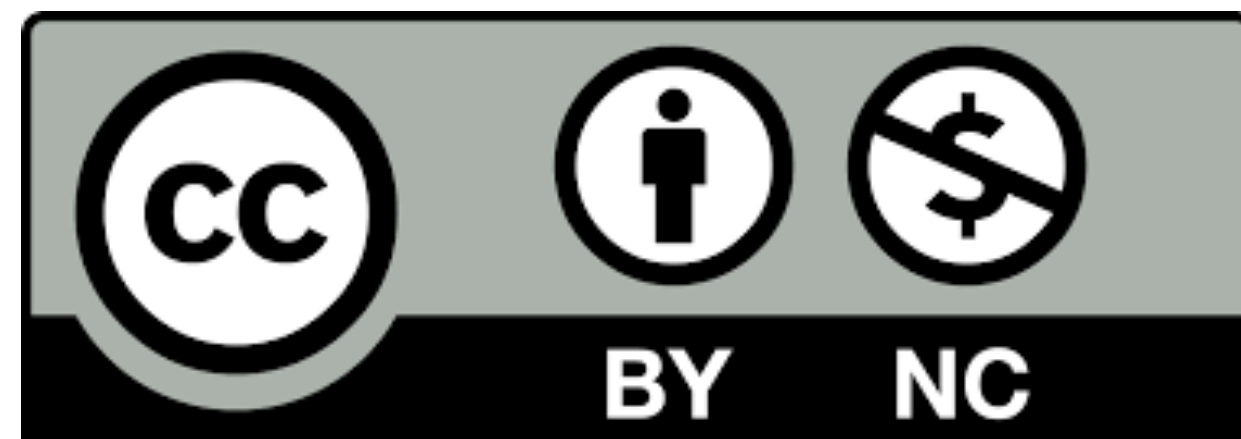


The Basic CC Varieties

What do the four conditions mean?



ATTRIBUTION: You must give appropriate credit....



NON-COMMERCIAL: You may not use the material for *commercial purposes*.



NO DERIVATIVES: If you remix, transform, or build upon the material, you may not distribute the modified material.



SHARE-ALIKE: If you remix, transform, or build upon the material, you must distribute your contributions under the same license as the original.

Conditions can be mixed/combined

To create these hybrid licenses



Bonus question: Why no CC-BY-ND-SA?

Some “hidden” conditions in CC licenses

which should give authors comfort

Indicate Changes

~~ENDORSEMENT~~

USERS CAN STILL rely on fair use or reuse public domain elements

NO NEW LIMITS,
legal or
technological.

NO WARRANTIES

Back to OER and the 5 Rs

Which CC license(s) fit(s)?

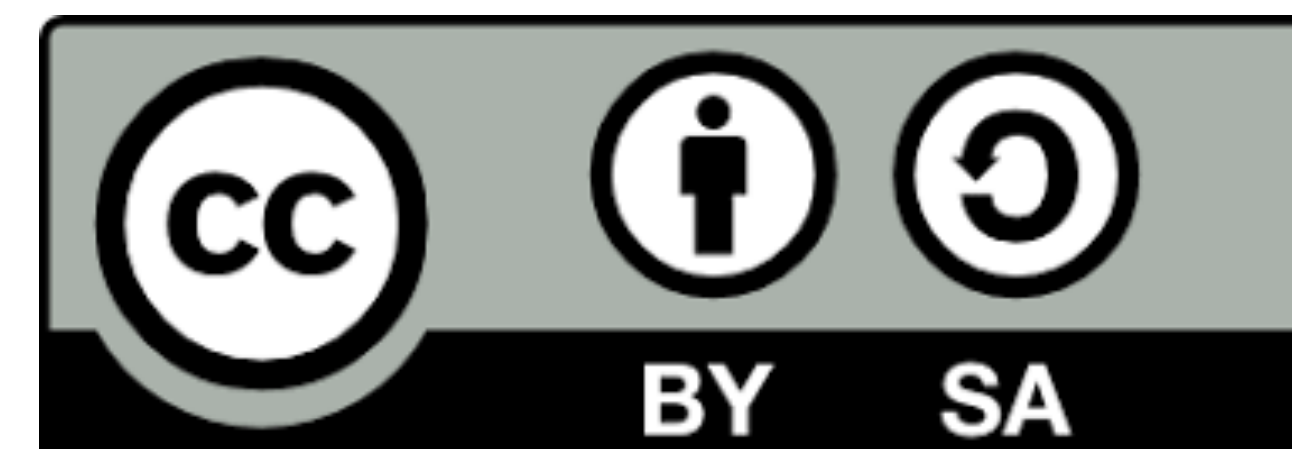
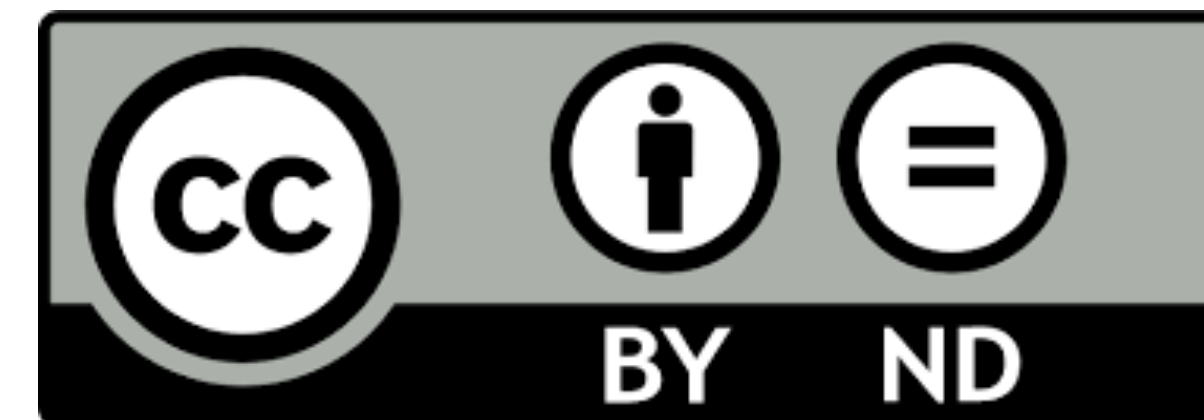
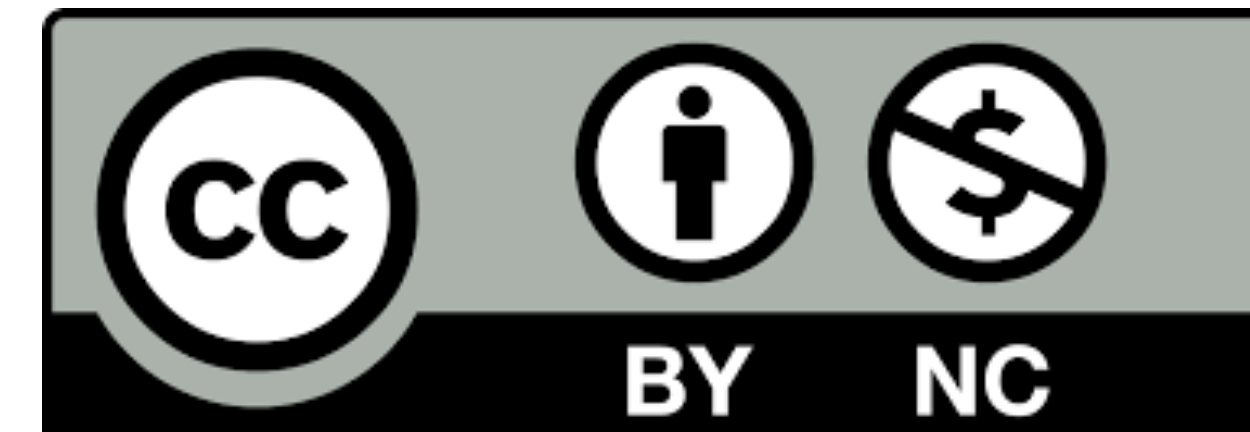
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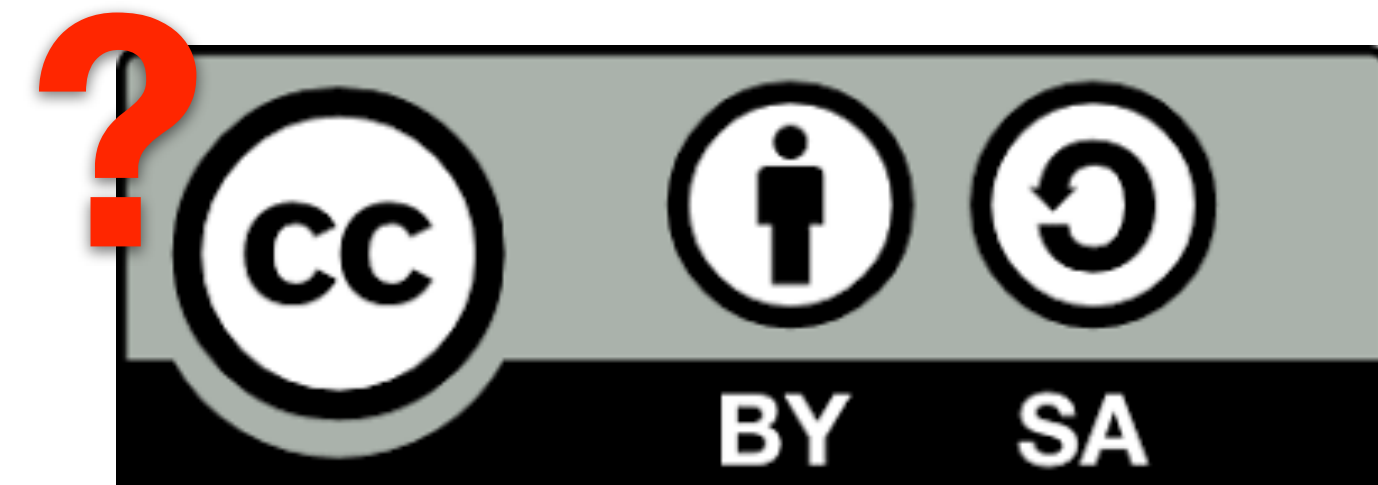
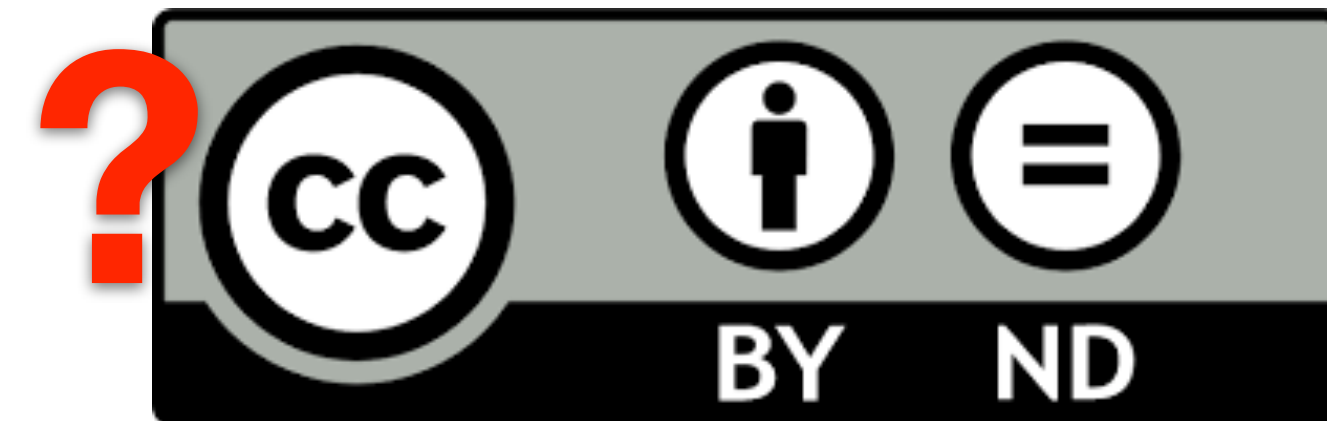
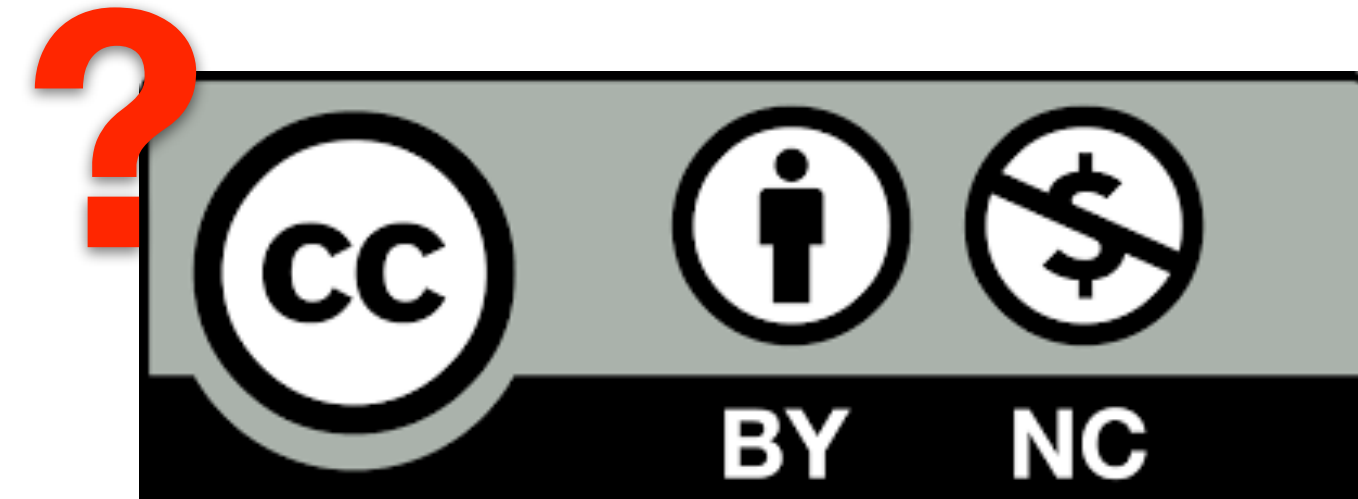
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Complexity discourages use

Another reason for simplicity



Who holds © in an OER?

Only a copyright holder/author can assign a CC license to a work

Copyright vests initially, automatically in the author(s) of the work

Any joint author can grant nonexclusive licenses (e.g., CC) to a work

When 2+ authors contribute expressive content they intend to merge into a single, unitary work, they are joint authors.

Special considerations for academics

Work made for hire, student work, and funder issues (oh my)

Work made for hire

Employers usually own © in employee work product; faculty are different

Students own © in their coursework

University policy says you can't **require** students to assign rights in coursework; alternatives req'd

Funders have opinions

When work is grant-funded, the funder can set expectations about rights management

What about fair use?

Never forget it!

You can include 3rd party works in OER under fair use just like you would with “traditional” works.

Follow good practices for your license notice and attribution of incorporated materials.

Check out the Code of Best Practices



Code of Best Practices in Fair Use for Open Educational Resources

**A Guide for Authors, Adapters & Adopters of
Openly Licensed Teaching and Learning
Materials**

Facilitators:

Meredith Jacob
American University Washington College of Law

Peter Jaszi
American University Washington College of Law

Prudence S. Adler
American University Washington College of Law

William Cross
NC State University Libraries



So, in sum:

To qualify as an “open educational resource,” the author/publisher should permit certain free uses (the 5 Rs)

Copyright by default does NOT give these rights to the public; it vests them with the author/copyright owner.

Creative Commons licenses let copyright holders offer a simple, human-, machine-, and lawyer-readable license to the world, which anyone can accept by complying with its terms.

CC licenses are irrevocable, and include lesser-known terms that most authors welcome

Only some CC licenses are OER-friendly.

So, in sum:

Cont'd

In addition to lacking the 5 Rs, complex licenses chill reuse.

Only a copyright holder can assign a CC license, but any joint author can assign a license to a co-authored work.

Employers own © in the work product of their employees, but faculty are treated differently.

Students own © in coursework and must be offered alternatives to assigning/transferring ©

Fair use is still vital to OER; just be diligent in your notices