COPYRIGHT AND INTELLECTUAL PROPERTY GUIDELINES
Dear Faculty and Staff,

We are providing this copy of the Lewis University Copyright and Intellectual Property Guidelines to assist you and your students in the teaching/learning environment. This same information can be found on Blackboard under the Faculty/Staff Tab.

The guidelines that are contained within this document are based on federal and state law. We have attempted to describe these rules in a way that will be understood by those who need to use them and we have tried to provide examples that are helpful.

The Guidelines were drafted by the Office of Online and Blended Learning and reviewed by the Task Force for Online and Blended Learning. After incorporating the Task Force comments, the document was submitted to Lewis University’s legal counsel for refinement and adherence to both the letter and spirit of the law.

We hope that these guidelines assist you in clarifying the law with respect to copyright and intellectual property for both the classroom and online. It is important to have feedback on this document. Please share your comments by emailing me at youngmi@lewisu.edu.

Sincerely,

Michele Young

Michele Young
Office of Online and Blended Learning
These Copyright and Intellectual Property Guidelines (the “Guidelines”) are the policies of Lewis University (the “University”). The University recognizes and respects intellectual property rights and is committed to its legal obligations regarding the proper use of copyrighted materials. The University does not condone the unauthorized reproduction of copyrighted materials, in any format. A violation of the U.S. Copyright Act can result in statutory penalties against the responsible individual. The terms of these Guidelines apply to all University employees.
Annotated Table of Contents

Page 6       Section I - The TEACH ACT
Section 1 provides guidance for distance education and any face-to-face teaching that has online, web-enhanced, transmitted or broadcast components. It also includes mandatory language that should be placed on your Blackboard shell.

Page 10      Section II - Notes re: the TEACH act
Section 2 identifies common questions that are asked about course issues regarding video, audio, slides and distributing print materials, online courses and portions of courses.

Page 13      Section III - The Fair Use Doctrine
Section 3 discusses what constitutes “fair use” of copyrighted work for educational purposes.

Page 17      Section IV – Introduction and Guidelines for the Fair Use Checklist
Section 4 introduces a tool to help you apply the four factors to determine whether a given use is a “fair use”. You will find specific rules related to copies of text as well as music.

Page 22      Section V - Fair Use Checklist
Section 5 provides a checklist that can be used to determine “fair use”.

Page 24      Section VI – Software
Section 6 provides information related to software licenses.

Page 26      Section VII – Audiotaping, Videotaping and Archiving Live Classrooms
Section 7 provides information that is applicable to the State of Illinois. It includes the relevant portion of the Illinois Criminal Code.

Page 28      Section VIII – Wikipedia
Section 8 provides the rights and obligations of re-use of text found in Wikipedia.

Appendices

Page 31      Section IX – Appendix 1 - Creative Commons License
Section 9 contains users’ rights and responsibilities under this form of licensure. Many documents are licensed under this form.

Page 33      Section X – Appendix 2 - GNU Free Documentation License
Section 10 contains users’ rights and responsibilities under this form of licensure.
Section I – The TEACH ACT
The TEACH Act

Introduction
The Technology, Education and Copyright Harmonization (TEACH) Act (hereinafter “TEACH”) provides copyright guidelines on distance education as well as face-to-face teaching that has an online, web-enhanced, transmitted or broadcast component. \(^1\) TEACH exempts from liability the digital transmission of a performance or display of a copyrighted work by an accredited non-profit educational institution for officially-enrolled students. \textit{TEACH does not cover making textual materials available to students.}

You must ensure that the performance or display is:

- Part of systematic mediated instructional activity for officially-enrolled students.
- At the direction of or under the actual supervision of the instructor.
- An integral part of a class session.
- Directly related and of material assistance to teaching the course.
- Marked with an appropriate notice per item 7 below.

All copies that are transmitted must be lawfully made and acquired copies. The performance and display may be received anywhere as long as the following technological conditions are met. The University and you:

- Must apply technological measures that reasonably prevent recipients from retaining works beyond the class session and further distributing them.
- May not interfere with technological protections taken by copyright owners.

Please note that Blackboard, or an authorized equivalent, is the University’s permissible mode of transmission.

The work must NOT be:

- Part of a digital educational work marketed specifically for online education (unless used with permission).
- Already available through alternative sources in a digital format (unless used with permission).
- Over the limits permitted as a fair use, as further discussed herein.

\(^1\) TEACH was enacted in November 2002 as an amendment to the Copyright Act of 1976 (hereinafter, the “Act”).
Providing Online Access to Materials Performed or Displayed

The following guidelines apply to the performance or display of electronic materials placed within courseware maintained by the University.

Limit Access

1. **Authentication**
   The University must use secure authentication technology to restrict access to copyrighted materials placed within a course. If you use the University's Blackboard course shells that are restricted to students in the class, you meet this TEACH requirement. In the absence of authentication, copyrighted materials may be displayed if:
   - Permission from the copyright holder has been obtained, or
   - The University has a license that permits such use of the work.

2. **Current Enrollment**
   Access to performances and displays of copyrighted materials must be limited to students currently enrolled in the course.

3. **Time Limits**
   Copyrighted electronic materials should be available for a prescribed time period only.

4. **Amounts: Displays**
   Display of copyrighted works such as graphics, photographs, short poems, etc., in the online classroom must be comparable to that typically displayed in a face-to-face classroom.

5. **Amounts: Performances**
   The amount of a copyrighted work that may be performed without obtaining a license depends on the type of work. The following amounts may be performed:
   - Entire non-dramatic literary and musical works.
   - Other works such as audiovisual works and motion pictures -- only a limited and reasonable portion may be performed.
   - No portion of a work produced solely for use in online instruction.

While entire works may not be performed without a license, a reasonable portion is judged by the length of the copyrighted work, the instructor’s purpose, level of the course, etc.

The University takes a conservative view on what it considers to be “a reasonable portion.”
6. **Download Controls**
   Reasonable measures must be taken to prevent retention and/or dissemination of electronic works for longer than the prescribed time period. Copyrighted electronic materials such as video and audio should be streamed to avoid the downloading.

7. **Notices**
   Faculty must place the following notice prominently within each course site:
   
   "The materials on this course website are only for the use of students enrolled in this course for purposes associated with this course and may not be retained or further disseminated."
Section II – Notes re: the TEACH act
Notes Re: TEACH Act

VIDEO, AUDIO & SLIDES

1. **You may not make copies of audio, video or text CD’s as a backup.** There is no provision in the Act to make copies as backup copies with the one exception under section 117 of computer programs.

2. **Copying an entire video is infringement.** Individual instructors who infringe copyrights remain liable even with TEACH. TEACH has no effect on e-reserves.

3. **It may be permissible to stream a movie clip from one semester to the next.** Under TEACH, performances of a reasonable portion of a video are not restricted to one-semester use while the reproduction and distribution of print material under the Guidelines on Multiple Copying for Classroom is restricted to one semester use without permission. This is because these materials are reproduced in multiple copies. The difference is that the movie clip cannot be downloaded by students and is only performed and not duplicated by or for students.

4. **If the slides are provided from the library’s collection or found on the web, then the website should be password protected.** If these slides are provided by the publisher to accompany a textbook, then the instructor should consult with the publisher to determine if slides are provided to be uploaded onto a website and whether permission is needed if the website is not password protected.

   **Note:** Any slides placed in a Blackboard shell are password protected.

DISTRIBUTING PRINT MATERIALS

1. **A teacher is only allowed to print items from the web and make copies for classroom distribution if the use is within the boundaries of fair use and the Guidelines on Multiple Copying for Classroom Use.** There are word and other limitations within the guidelines as well as the one-term restriction on use. Another alternative is simply to provide the students with a link to materials on the web, which entirely avoids printing and distribution by the teacher. The University strongly encourages using links as opposed to printing and distribution. The University takes a conservative approach on what it considers to be fair use.
2. **There is no grandfather clause with respect to items that one has used for a number of years.** The teacher should seek permission now to use such materials. In doing so, however, it is not necessary to admit that the instructor has used the same material for a number of years.

3. **If the instructor does not post improper material, there are no issues for students printing materials from a password protected course.** Keep in mind, however, that TEACH does not cover third-party supplemental materials, such as textbooks or course materials. If a student prints such supplemental materials from a password protected course, this would constitute infringement since it affects the value of the potential market for such supplemental materials.

**ONLINE COURSES & PORTIONS OF COURSES**

1. **It may not be fair use for one instructor to take another’s course created on the University facilities.** If the University owns the copyright, then the University may permit any uses it wants. If the first instructor owns the copyright, then taking the course is infringement. In either instance, it may be plagiarism if the second instructor fails to credit the first teacher.

2. **The amount of time material may be used in a password protected course depends on the type of material.** If it is text material, then the Guidelines on Multiple Copying for Classroom Use apply, and they relate to use for one term only without permission. If the material is a graphic work, a sound recording, movie or other video performance, then TEACH applies, and it has no time limitation although it has many other restrictions such as the portion that may be used, etc.

3. **An instructor may link to any appropriate, non-infringing material found on the Internet.** However, it is risky to link to websites that contain infringing materials – those that are obviously infringing such as a website containing the DeCSS code, copies of current motion pictures, etc.

4. **Depending on the publisher, it may be infringement to place CD multimedia produced by publishers for classroom use onto the web.** The publisher may have produced the CD with the intention that it be placed on the web for students; or the publisher may have produced the CD only for performance in the classroom. Thus, one should consult the publisher and, if necessary, seek a license to make more than a reasonable portion of the work available on the web.
Section III - The Fair Use Doctrine
The Fair Use Doctrine

The fair use doctrine is not so much an exception to the Act, as it is a legal defense. That is, one may be sued for copyright infringement and a fair use may be argued as a legal defense to the infringement claim. One may make fair use of a copyrighted work without the copyright holder’s permission. The determination of whether a use of a copyrighted work is within fair use depends upon making a reasoned and balanced application of the four fair use factors set forth in Section 107 of the Act. The four factors are:

- the purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;
- the nature of the copyrighted work;
- the amount and substantiality of the portion used in relation to the copyrighted work as a whole; and
- the effect of the use upon the potential market for or value of the copyrighted work.

All four factors should be evaluated in each case, and no one factor will determine the outcome. While fair use is intended to apply to teaching, research, and other such activities, an educational purpose alone does not make a use fair. The “purpose and character of the use” is only one of four factors that users must analyze in order to conclude whether or not the use is fair, and therefore lawful. Moreover, each of the factors is subject to interpretation as courts work to apply the law. Working through the four factors is important. Simple rules and solutions may be compelling, but by understanding and applying the factors, users receive the benefits of the law’s application to the many new needs and technologies that continue to arise at institutions of higher education. If you are unsure about whether your proposed use would be considered fair use, you should assume that it’s not fair use and that you will need permission to use the work.

Understanding the Four Factors

The following is a brief explanation of the four factors from the fair use statute. Keep in mind that fair use requires weighing and balancing all four factors before reaching a conclusion. Additionally, the four factors are nonexclusive, so other factors may be considered in determining whether a use is fair.

Purpose and Character of the Use

The law explicitly favors nonprofit educational uses over commercial uses. Activities that are truly confined to the University in support of nonprofit education are likely to receive favorable treatment. Courts also favor uses that are “transformative,” or that are not mere reproductions. A transformative use has been defined as a use that adds to or changes the original work in such a way as to give it new
expression, meaning, or message. Fair use is more likely when the copyrighted work is “transformed” into something new or of new utility, such as quotations incorporated into a paper, and pieces of a work mixed into a multimedia product for teaching. The use of works in the context of criticism or critical analysis may also be given favorable treatment. The statute also notes that “multiple copies for classroom use” are permitted.

**Nature of the Copyrighted Work**
This factor examines characteristics of the work being used. Quite simply, courts have tended to apply fair use differently to different types of works. For example, courts have concluded that the unpublished nature of a work is a fact weighing against fair use. Courts more readily favor the fair use of nonfiction, as opposed to fiction and other highly creative works, including novels, short stories, poetry, and modern art images. Only those portions of the work that are relevant to a purpose favoring fair use should be used. Instructors should carefully review uses of “consumable” materials, such as test forms and workbook pages that are meant to be used and repurchased, as their use is less likely to qualify as fair use.

**Amount of the Work Used**
Amount is measured both quantitatively and qualitatively. No exact measures of allowable quantity exist in the law. Quantity must be evaluated relative to the length of the entire work and in light of the amount needed to serve a proper objective. The amount taken from the work should be narrowly tailored to serve these purposes. Any copying of an entire work, or even multiple chapters of an entire work, would no be considered fair use. Images generate serious controversies because a user nearly always wants the full image, or the full “amount.” A “thumbnail,” or low-resolution version of the image, might be an acceptable “amount.” Motion pictures are also problematic because even short clips may borrow the most extraordinary or creative elements of the work. One may also reproduce only a small portion of any work, but still take “the heart of the work.” This concept is a qualitative measure that may weigh against fair use.

**Effect on the Value of or Market for the Work**
This factor assesses the extent to which a given use serves as a substitute for the markets or potential markets for the work. The “effect on the market” factor is closely linked to the “purpose of the use” factor. For example, if the purpose of the use is commercial, any adverse market effect resulting from that commercial use weighs against fair use. If the purpose of the use is non-commercial, however, an adverse market effect is less likely, weighing in favor of fair use. Occasional quotations or photocopies may have no adverse market effect, but reproductions of software and videotapes can make direct inroads on the potential markets for such works.

All four factors must be considered in determining whether a use of a work is a fair use.
Adapted from the fair use resources provided by the Copyright Advisory Office at Columbia University, http://www.copyright.columbia.edu/copyright/?q=four-factors/
Section IV – The Introduction and Guidelines for the Fair Use Checklist
Introduction and Guidelines for the Fair Use Checklist

The fair use checklist is a tool to assist you in making a reasoned and balanced application of the four fair use factors in determining whether a given use of a work is a fair use. The checklist outlines various factual circumstances that are important to the evaluation of a contemplated fair use. It derives from the four fair use factors and from judicial decisions interpreting copyright law.

As you use the checklist and apply it to your proposed use, you are likely to check more than one box in each column and even check boxes across columns. Some checked boxes will favor fair use and others will weigh against fair use. The ultimate concern is whether the cumulative weight of the factors weighs in favor of fair use or weighs against fair use. Because you are most familiar with your project, you are probably best positioned to make that decision.

Before using the checklist to conduct a fair use analysis, the following threshold questions should be considered:

1. You should first determine whether the work to be used is protected by copyright. If not, a fair use analysis is not necessary. For example, works created by U.S. government employees as part of their official duties are not protected by copyright. Works first published prior to 1923 are no longer protected by copyright. All materials first published after 1978 should be presumed to be protected by copyright, even if no copyright notice is present.

2. You do not need to conduct a fair use analysis if you or your institution has a license (or permission) to use the work and your use falls within that license. For example, some materials are distributed with a license that specifically allows for nonprofit educational use. The work may also be available through an electronic database at the University's library or legally available on the web. If so, you may be able to direct students to that work or link directly to that work without conducting a fair use analysis.

3. A separate exception in federal copyright law specifically allows for performance or display (but not copying and distribution) of a work by instructors or students in the course of “face-to-face” teaching activities. [17 U.S.C. § 110(1) and for digital in § 110(2)]. If your proposed use falls into this statutory exception, you need not conduct a fair use analysis.
Fair Use Guidelines – Text

Copies for Educational Use

The United States Copyright Office published "basic information on some of the most important legislative provisions and other documents dealing with reproduction by librarians and educators." The advice contained in the Copyright Office's document is neither legal advice nor law, but contains some useful guidelines to making copies for educational purposes. These guidelines are more like a minimum threshold for fair use; a use exceeding these guidelines may still be protected as fair use.

Research or Teacher Preparation Uses (single copy)

Poetry, prose, non-fiction, and images:
A single copy may be made of any of the following by or for a teacher at his or her individual request for his or her scholarly research or use in teaching or preparation to teach a class:
A) A chapter from a book;
B) An article from a periodical or newspaper;
C) A short story, short essay or short poem, whether or not from a collective work;
D) A chart, graph, diagram, drawing, cartoon or picture from a book, periodical, or newspaper.

Other media
No additional guidelines are given for the use of other media for research or teacher preparation. If you intend to copy other material, such as a video, for research or teacher preparation use, see fair use guidelines.

Classroom Use (multiple copies)

Copies of a copyrighted work have more potential to harm the market for a given work than a single teacher use or a performance. However, it is important to distinguish between making copies for classroom use and performance. Performance or display of a copyrighted work in a classroom is permitted under 17 USC 110(1). The guidelines published by the Copyright Office specify permitted situations to make copies for classroom use, and exceptions to these permitted situations. The guidelines for multiple copies are as follows:

Multiple copies (not to exceed in any event more than one copy per pupil in a course) may be made by or for the teacher giving the course for classroom use or discussion; provided that:
A. The copying meets the tests of brevity and spontaneity as defined below; and,
B. Meets the cumulative effect test as defined below; and,
C. Each copy includes a notice of copyright.

Spontaneity
For a use to pass the spontaneity requirement, the idea to make the classroom copies must have come
from the teacher. Second, the decision to copy the work and the time when the copies need to be made
must be so close it would be "unreasonable" to expect to receive permission.

Cumulative Effect
Cumulative effect limits the amount that may be copied. First, the copying should be limited to a single
course. Second, the amount copied from a single author is limited to one short poem, article, story, essay,
or two excerpts. A single course is limited to nine instances of this type of copying, and no more than
three excerpts from the same work may be made.

Brevity
Brevity refers to the amount of material copied. Guidelines to brevity vary depending on the type of work
copied.

Poetry, prose, non-fiction, and images. The following are considered to be fair use:
(i) A complete poem if less than 250 words and if printed on not more than two pages or, (b) from a longer
poem, an excerpt of not more than 250 words.
(ii) Prose: (a) Either a complete article, story or essay of less than 2,500 words, or (b) an excerpt from any
prose work of not more than 1,000 words or 10% of the work, whichever is less, but in any event a
minimum of 500 words.
(iii) Illustration: One chart, graph, diagram, drawing, cartoon or picture per book or per periodical issue.

Certain exceptions to the previous do apply if the copying adversely affects the potential market for the
copyrighted work. Such exceptions include the repeated use of the same work without securing
permission, copying of workbooks and other "consumables," and copying as a substitute for purchasing
the item.

Music
Copies of music gets special treatment in the guidelines. The guidelines list five permissible uses and five
prohibitive uses for music. The permitted uses include:

1. "Emergency copying to replace purchased copies which are not available for an imminent
performance."
2. "For academic purposes other than performance, single or multiple copies of excerpts may be provided," although limited by how much of a work may be copied.

3. "Printed copies which have been purchased may be edited or simplified" so long as neither the "fundamental character" nor lyrics are changed.

4. "A single copy of recordings of performances by students may be made for evaluation or rehearsal purposes."

5. "A single copy of a sound recording of copyrighted music may be made from sound recordings owned by an educational institution . . . for the purpose of constructing aural exercises or examinations."

The five prohibited uses cover copying to replace compilations, copying "consumables," copying for performance (except as in #1 above), copying to replace the purchase of music, and copying without including the copyright notice.

Other Media:
Specific guidelines for multiple copies of other media are not included in these guidelines. For questions about copies of other media, such as video or software, please see fair use guidelines.
Section V - Fair Use Checklist
FAIR USE CHECKLIST

Name: _____________________________________________ Date: __________________

Project: __________________________________________

Nature

Favoring Fair Use

- Published Work
- Factual or nonfiction based
- Important to favored educational objectives

Opposing Fair Use

- Unpublished work
- Highly creative work (art, music, novels, films, plays)
- Fiction

Amount

Favoring Fair Use

- Small Quantity
- Portion used is not central or significant to entire work
- Amount is appropriate for favored educational purpose

Opposing Fair Use

- Large portion or whole work used
- Portion used is central to work or “heart of the work”

Effect

Favoring Fair Use

- User owns lawfully acquired or purchased copy of original work
- One or few copies made
- No significant effect on the market or potential market for copyrighted work
- No similar product marketed by the copyright holder
- Lack of licensing mechanism

Opposing Fair Use

- Could replace sale of copyrighted work
- Significantly impairs market or potential market for copyrighted work or derivative
- Reasonably available licensing mechanism for use of the copyrighted work
- Affordable permission available for using work
- Numerous copies made
- You made it accessible on the web or in another public forum
- Repeated or long term use
Section VI - Software
**Software**

The use of unlicensed or illegal copies of software is strictly prohibited. The University licenses many computer programs and other intellectual property from third parties. Our policies require you to respect the copyrights of others and use software licensed to the University in conformance with applicable license agreements. Violation of a software license agreement could result in legal liability against the responsible individual.
Section VII – Audiotaping, Videotaping and Archiving
Live Classrooms
Audiotaping, Videotaping and Archiving Live Classroom Activity

The State of Illinois has a very strict standard for what they term "eavesdropping". Each person who is heard or recorded needs to give consent in order for the recording to be conducted. Each syllabus should refer to this and be discussed the first class session. For online/blended courses, if you plan to record and archive the class, permission must be given by each student.

The relevant portion of the Illinois Criminal Code is attached. The offense of 'eavesdropping' is considered a Class 4 felony.

CRIMINAL OFFENSES

(720 ILCS 5/Art. 14 heading)
ARTICLE 14. EAVESDROPPING

(720 ILCS 5/14-1) (from Ch. 38, par. 14-1)
Sec. 14-1. Definition.
(a) Eavesdropping device.
An eavesdropping device is any device capable of being used to hear or record oral conversation or intercept, retain, or transcribe electronic communications whether such conversation or electronic communication is conducted in person, by telephone, or by any other means; Provided, however, that this definition shall not include devices used for the restoration of the deaf or hard-of-hearing to normal or partial hearing.
(a) A person commits eavesdropping when he:
   (1) Knowingly and intentionally uses an eavesdropping device for the purpose of hearing or recording all or any part of any conversation or intercepts, retains, or transcribes electronic communication unless he does so (A) with the consent of all of the parties to such conversation or electronic communication…
Section VIII - Wikipedia
Wikipedia

Wikipedia is an online "encyclopedia" where users may contribute and/or modify information on a certain topic.

Re-Users' Rights and Obligations (from Wikipedia's webpage):

Re-use of text

Attribution

To re-distribute text on Wikipedia in any form, provide credit to the authors either by including a) a hyperlink (where possible) or URL to the page or pages you are re-using, b) a hyperlink (where possible) or URL to an alternative, stable online copy which is freely accessible, which conforms with the license, and which provides credit to the authors in a manner equivalent to the credit given on this website, or c) a list of all authors. (Any list of authors may be filtered to exclude very small or irrelevant contributions.) This applies to text developed by the Wikipedia community. Text from external sources may attach additional attribution requirements to the work, which should be indicated on an article's face or on its talk page. For example, a page may have a banner or other notation indicating that some or all of its content was originally published somewhere else. Where such notations are visible in the page itself, they should generally be preserved by re-users.

Copyleft/Share Alike

If you make modifications or additions to the page you re-use, you must license them under the Creative Commons Attribution-Share-Alike License 3.0 (attached hereto) or later.

Indicate changes

If you make modifications or additions, you must indicate in a reasonable fashion that the original work has been modified. If you are re-using the page in a wiki, for example, indicating this in the page history is sufficient.

Licensing notice

Each copy or modified version that you distribute must include a licensing notice stating that the work is released under CC-BY-SA and either a) a hyperlink or URL to the text of the license or b) a copy of the license. For this purpose, a suitable URL is: http://creativecommons.org/licenses/by-sa/3.0/

For further information, please refer to the Creative Commons Attribution-Share-Alike License 3.0 (attached hereto).

Additional availability of text under the GNU Free Documentation License

For compatibility reasons, any page which does not incorporate text that is exclusively available under CC-BY-SA or a CC-BY-SA-compatible license is also available under the terms of the GNU Free Documentation License (attached hereto). In order to determine whether a page is available under the GFDL, review the page footer, page history, and discussion page for attribution of single-licensed content that is not GFDL-compatible. All text published before June 15th, 2009 on Wikipedia was released under the GFDL, and you may also use the page history to retrieve content published before that date to ensure GFDL compatibility.
Re-use of non-text media
Where not otherwise noted, non-text media files are available under various free culture licenses, consistent with the Wikimedia Foundation Licensing Policy. Please view the media description page for details about the license of any specific media file.

Non-free materials and special requirements
Wikipedia articles may also include quotations, images, or other media under the U.S. Copyright law “fair use” doctrine in accordance with our guidelines for non-free content. In Wikipedia, such “fair use” material should be identified as from an external source by an appropriate method (on the image description page, or history page, as appropriate; quotations should be denoted with quotation marks or block quotation in accordance with Wikipedia’s manual of style). This leads to possible restrictions on the use, outside of Wikipedia, of such “fair use” content retrieved from Wikipedia: this “fair use” content does not fall under the CC-BY-SA or GFDL license as such, but under the “fair use” (or similar/different) regulations in the country where the media are retrieved.
Prior to June 15, 2009, Wikipedia did permit some text under licenses that were compatible with the GFDL but might require additional terms that were not required for original Wikipedia text (such as including Invariant Sections, Front-Cover Texts, or Back-Cover Texts). However, these materials could only be placed if the original copyright holders did not require that they be carried forward; for that reason, they impose no special burden for reuse.
Section IX - Appendix One – Creative Commons License
Creative Commons Attribution-Share Alike 3.0 Unported

You are free:

- **to Share** — to copy, distribute and transmit the work
- **to Remix** — to adapt the work

Under the following conditions:

- **Attribution** — You must attribute the work in the manner specified by the author or licensor (but not in any way that suggests that they endorse you or your use of the work).

- **Share Alike** — If you alter, transform, or build upon this work, you may distribute the resulting work only under the same, similar or a compatible license.

With the understanding that:

- **Waiver** — Any of the above conditions can be waived if you get permission from the copyright holder.

- **Other Rights** — In no way are any of the following rights affected by the license:
  - Your fair dealing or fair use rights;
  - The author's moral rights;
  - Rights other persons may have either in the work itself or in how the work is used, such as publicity or privacy rights.

- **Notice** — For any reuse or distribution, you must make clear to others the license terms of this work. The best way to do this is with a link to this web page.

What does "conditions can be waived" mean?

CC licenses anticipate that a licensor may want to waive compliance with a specific condition, such as attribution.

What does "Fair use" mean?

All jurisdictions allow some limited uses of copyrighted material without permission. CC licenses do not affect the rights of users under those copyright limitations and exceptions, such as fair use and fair dealing where applicable.

What are "Moral Rights"? In addition to the right of licensors to request removal of their name from the work when used in a derivative or collective they don't like, copyright laws in most jurisdictions around the world (with the notable exception of the US except in very limited circumstances) grant creators "moral rights" which may provide some redress if a derivative work represents a "derogatory treatment" of the licensor's work.

What are "Publicity Rights"? Publicity rights allow individuals to control how their voice, image or likeness is used for commercial purposes in public. If a CC-licensed work includes the voice or image of anyone other than the licensor, a user of the work may need to get permission from those individuals before using the work for commercial purposes.
Section X - Appendix Two –

GNU Free Documentation License
GNU Free Documentation License

Version 1.3, 3 November 2008

Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

0. PREAMBLE

The purpose of this License is to make a manual, textbook, or other functional and useful document "free" in the sense of freedom: to assure everyone the effective freedom to copy and redistribute it, with or without modifying it, either commercially or non-commercially. Secondly, this License preserves for the author and publisher a way to get credit for their work, while not being considered responsible for modifications made by others.

This License is a kind of "copyleft", which means that derivative works of the document must themselves be free in the same sense. It complements the GNU General Public License, which is a copyleft license designed for free software.

We have designed this License in order to use it for manuals for free software, because free software needs free documentation: a free program should come with manuals providing the same freedoms that the software does. But this License is not limited to software manuals; it can be used for any textual work, regardless of subject matter or whether it is published as a printed book. We recommend this License principally for works whose purpose is instruction or reference.

1. APPLICABILITY AND DEFINITIONS

This License applies to any manual or other work, in any medium, that contains a notice placed by the copyright holder saying it can be distributed under the terms of this License. Such a notice grants a worldwide, royalty-free license, unlimited in duration, to use that work under the conditions stated herein. The "Document", below, refers to any such manual or work. Any member of the public is a licensee, and is addressed as "you". You accept the license if you copy, modify or distribute the work in a way requiring permission under copyright law.

A "Modified Version" of the Document means any work containing the Document or a portion of it, either copied verbatim, or with modifications and/or translated into another language.
A "Secondary Section" is a named appendix or a front-matter section of the Document that deals exclusively with the relationship of the publishers or authors of the Document to the Document's overall subject (or to related matters) and contains nothing that could fall directly within that overall subject. (Thus, if the Document is in part a textbook of mathematics, a Secondary Section may not explain any mathematics.) The relationship could be a matter of historical connection with the subject or with related matters, or of legal, commercial, philosophical, ethical or political position regarding them.

The "Invariant Sections" are certain Secondary Sections whose titles are designated, as being those of Invariant Sections, in the notice that says that the Document is released under this License. If a section does not fit the above definition of Secondary then it is not allowed to be designated as Invariant. The Document may contain zero Invariant Sections. If the Document does not identify any Invariant Sections then there are none.

The "Cover Texts" are certain short passages of text that are listed, as Front-Cover Texts or Back-Cover Texts, in the notice that says that the Document is released under this License. A Front-Cover Text may be at most 5 words, and a Back-Cover Text may be at most 25 words.

A "Transparent" copy of the Document means a machine-readable copy, represented in a format whose specification is available to the general public, that is suitable for revising the document straightforwardly with generic text editors or (for images composed of pixels) generic paint programs or (for drawings) some widely available drawing editor, and that is suitable for input to text formatters or for automatic translation to a variety of formats suitable for input to text formatters. A copy made in an otherwise Transparent file format whose markup, or absence of markup, has been arranged to thwart or discourage subsequent modification by readers is not Transparent. An image format is not Transparent if used for any substantial amount of text. A copy that is not "Transparent" is called "Opaque".

Examples of suitable formats for Transparent copies include plain ASCII without markup, Texinfo input format, LaTeX input format, SGML or XML using a publicly available DTD, and standard-conforming simple HTML, PostScript or PDF designed for human modification. Examples of transparent image formats include PNG, XCF and JPG. Opaque formats include proprietary formats that can be read and edited only by proprietary word processors, SGML or XML for which the DTD and/or processing tools are not generally available, and the machine-generated HTML, PostScript or PDF produced by some word processors for output purposes only.

The "Title Page" means, for a printed book, the title page itself, plus such following pages as are needed to hold, legibly, the material this License requires to appear in the title page. For works in formats which
do not have any title page as such, "Title Page" means the text near the most prominent appearance of
the work's title, preceding the beginning of the body of the text.

The "publisher" means any person or entity that distributes copies of the Document to the public.

A section "Entitled XYZ" means a named subunit of the Document whose title either is precisely XYZ or
contains XYZ in parentheses following text that translates XYZ in another language. (Here XYZ stands for
a specific section name mentioned below, such as "Acknowledgements", "Dedications", "Endorsements",
or "History"). To "Preserve the Title" of such a section when you modify the Document means that it
remains a section "Entitled XYZ" according to this definition.

The Document may include Warranty Disclaimers next to the notice which states that this License applies
to the Document. These Warranty Disclaimers are considered to be included by reference in this License,
but only as regards disclaiming warranties: any other implication that these Warranty Disclaimers may
have is void and has no effect on the meaning of this License.

2. VERBATIM COPYING

You may copy and distribute the Document in any medium, either commercially or non-commercially,
provided that this License, the copyright notices, and the license notice saying this License applies to the
Document are reproduced in all copies, and that you add no other conditions whatsoever to those of this
License. You may not use technical measures to obstruct or control the reading or further copying of the
copies you make or distribute. However, you may accept compensation in exchange for copies. If you
distribute a large enough number of copies you must also follow the conditions in section 3.

You may also lend copies, under the same conditions stated above, and you may publicly display copies.

3. COPYING IN QUANTITY

If you publish printed copies (or copies in media that commonly have printed covers) of the Document,
numbering more than 100, and the Document's license notice requires Cover Texts, you must enclose the
copies in covers that carry, clearly and legibly, all these Cover Texts: Front-Cover Texts on the front
cover, and Back-Cover Texts on the back cover. Both covers must also clearly and legibly identify you as
the publisher of these copies. The front cover must present the full title with all words of the title equally
prominent and visible. You may add other material on the covers in addition. Copying with changes
limited to the covers, as long as they preserve the title of the Document and satisfy these conditions, can
be treated as verbatim copying in other respects.
If the required texts for either cover are too voluminous to fit legibly, you should put the first ones listed (as many as fit reasonably) on the actual cover, and continue the rest onto adjacent pages.

If you publish or distribute Opaque copies of the Document numbering more than 100, you must either include a machine-readable Transparent copy along with each Opaque copy, or state in or with each Opaque copy a computer-network location from which the general network-using public has access to download using public-standard network protocols a complete Transparent copy of the Document, free of added material. If you use the latter option, you must take reasonably prudent steps, when you begin distribution of Opaque copies in quantity, to ensure that this Transparent copy will remain thus accessible at the stated location until at least one year after the last time you distribute an Opaque copy (directly or through your agents or retailers) of that edition to the public.

It is requested, but not required, that you contact the authors of the Document well before redistributing any large number of copies, to give them a chance to provide you with an updated version of the Document.

4. MODIFICATIONS

You may copy and distribute a Modified Version of the Document under the conditions of sections 2 and 3 above, provided that you release the Modified Version under precisely this License, with the Modified Version filling the role of the Document, thus licensing distribution and modification of the Modified Version to whoever possesses a copy of it. In addition, you must do these things in the Modified Version:

- A. Use in the Title Page (and on the covers, if any) a title distinct from that of the Document, and from those of previous versions (which should, if there were any, be listed in the History section of the Document). You may use the same title as a previous version if the original publisher of that version gives permission.
- B. List on the Title Page, as authors, one or more persons or entities responsible for authorship of the modifications in the Modified Version, together with at least five of the principal authors of the Document (all of its principal authors, if it has fewer than five), unless they release you from this requirement.
- C. State on the Title page the name of the publisher of the Modified Version, as the publisher.
- D. Preserve all the copyright notices of the Document.
- E. Add an appropriate copyright notice for your modifications adjacent to the other copyright notices.
- F. Include, immediately after the copyright notices, a license notice giving the public permission to use the Modified Version under the terms of this License, in the form shown in the Addendum below.
G. Preserve in that license notice the full lists of Invariant Sections and required Cover Texts given in the Document's license notice.

H. Include an unaltered copy of this License.

I. Preserve the section Entitled "History", Preserve its Title, and add to it an item stating at least the title, year, new authors, and publisher of the Modified Version as given on the Title Page. If there is no section Entitled "History" in the Document, create one stating the title, year, authors, and publisher of the Document as given on its Title Page, then add an item describing the Modified Version as stated in the previous sentence.

J. Preserve the network location, if any, given in the Document for public access to a Transparent copy of the Document, and likewise the network locations given in the Document for previous versions it was based on. These may be placed in the "History" section. You may omit a network location for a work that was published at least four years before the Document itself, or if the original publisher of the version it refers to gives permission.

K. For any section Entitled "Acknowledgements" or "Dedications", Preserve the Title of the section, and preserve in the section all the substance and tone of each of the contributor acknowledgements and/or dedications given therein.

L. Preserve all the Invariant Sections of the Document, unaltered in their text and in their titles. Section numbers or the equivalent are not considered part of the section titles.

M. Delete any section Entitled "Endorsements". Such a section may not be included in the Modified Version.

N. Do not re-title any existing section to be Entitled "Endorsements" or to conflict in title with any Invariant Section.

O. Preserve any Warranty Disclaimers.

If the Modified Version includes new front-matter sections or appendices that qualify as Secondary Sections and contain no material copied from the Document, you may at your option designate some or all of these sections as invariant. To do this, add their titles to the list of Invariant Sections in the Modified Version's license notice. These titles must be distinct from any other section titles.

You may add a section Entitled "Endorsements", provided it contains nothing but endorsements of your Modified Version by various parties—for example, statements of peer review or that the text has been approved by an organization as the authoritative definition of a standard.

You may add a passage of up to five words as a Front-Cover Text, and a passage of up to 25 words as a Back-Cover Text, to the end of the list of Cover Texts in the Modified Version. Only one passage of Front-Cover Text and one of Back-Cover Text may be added by (or through arrangements made by) any one
entity. If the Document already includes a cover text for the same cover, previously added by you or by arrangement made by the same entity you are acting on behalf of, you may not add another; but you may replace the old one, on explicit permission from the previous publisher that added the old one.

The author(s) and publisher(s) of the Document do not by this License give permission to use their names for publicity for or to assert or imply endorsement of any Modified Version.

5. COMBINING DOCUMENTS

You may combine the Document with other documents released under this License, under the terms defined in section 4 above for modified versions, provided that you include in the combination all of the Invariant Sections of all of the original documents, unmodified, and list them all as Invariant Sections of your combined work in its license notice, and that you preserve all their Warranty Disclaimers.

The combined work need only contain one copy of this License, and multiple identical Invariant Sections may be replaced with a single copy. If there are multiple Invariant Sections with the same name but different contents, make the title of each such section unique by adding at the end of it, in parentheses, the name of the original author or publisher of that section if known, or else a unique number. Make the same adjustment to the section titles in the list of Invariant Sections in the license notice of the combined work.

In the combination, you must combine any sections Entitled "History" in the various original documents, forming one section Entitled "History"; likewise combine any sections Entitled "Acknowledgements", and any sections Entitled "Dedications". You must delete all sections Entitled "Endorsements".

6. COLLECTIONS OF DOCUMENTS

You may make a collection consisting of the Document and other documents released under this License, and replace the individual copies of this License in the various documents with a single copy that is included in the collection, provided that you follow the rules of this License for verbatim copying of each of the documents in all other respects.

You may extract a single document from such a collection, and distribute it individually under this License, provided you insert a copy of this License into the extracted document, and follow this License in all other respects regarding verbatim copying of that document.
7. AGGREGATION WITH INDEPENDENT WORKS

A compilation of the Document or its derivatives with other separate and independent documents or works, in or on a volume of a storage or distribution medium, is called an "aggregate" if the copyright resulting from the compilation is not used to limit the legal rights of the compilation’s users beyond what the individual works permit. When the Document is included in an aggregate, this License does not apply to the other works in the aggregate which are not themselves derivative works of the Document.

If the Cover Text requirement of section 3 is applicable to these copies of the Document, then if the Document is less than one half of the entire aggregate, the Document’s Cover Texts may be placed on covers that bracket the Document within the aggregate, or the electronic equivalent of covers if the Document is in electronic form. Otherwise they must appear on printed covers that bracket the whole aggregate.

8. TRANSLATION

Translation is considered a kind of modification, so you may distribute translations of the Document under the terms of section 4. Replacing Invariant Sections with translations requires special permission from their copyright holders, but you may include translations of some or all Invariant Sections in addition to the original versions of these Invariant Sections. You may include a translation of this License, and all the license notices in the Document, and any Warranty Disclaimers, provided that you also include the original English version of this License and the original versions of those notices and disclaimers. In case of a disagreement between the translation and the original version of this License or a notice or disclaimer, the original version will prevail.

If a section in the Document is Entitled "Acknowledgements", "Dedications", or "History", the requirement (section 4) to Preserve its Title (section 1) will typically require changing the actual title.

9. TERMINATION

You may not copy, modify, sublicense, or distribute the Document except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense, or distribute it is void, and will automatically terminate your rights under this License.

However, if you cease all violation of this License, then your license from a particular copyright holder is reinstated (a) provisionally, unless and until the copyright holder explicitly and finally terminates your
license, and (b) permanently, if the copyright holder fails to notify you of the violation by some reasonable means prior to 60 days after the cessation.

Moreover, your license from a particular copyright holder is reinstated permanently if the copyright holder notifies you of the violation by some reasonable means, this is the first time you have received notice of violation of this License (for any work) from that copyright holder, and you cure the violation prior to 30 days after your receipt of the notice.

Termination of your rights under this section does not terminate the licenses of parties who have received copies or rights from you under this License. If your rights have been terminated and not permanently reinstated, receipt of a copy of some or all of the same material does not give you any rights to use it.

10. FUTURE REVISIONS OF THIS LICENSE

The Free Software Foundation may publish new, revised versions of the GNU Free Documentation License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns. See http://www.gnu.org/copyleft/.

Each version of the License is given a distinguishing version number. If the Document specifies that a particular numbered version of this License "or any later version" applies to it, you have the option of following the terms and conditions either of that specified version or of any later version that has been published (not as a draft) by the Free Software Foundation. If the Document does not specify a version number of this License, you may choose any version ever published (not as a draft) by the Free Software Foundation. If the Document specifies that a proxy can decide which future versions of this License can be used, that proxy's public statement of acceptance of a version permanently authorizes you to choose that version for the Document.

11. RELICENSING

"Massive Multiauthor Collaboration Site" (or "MMC Site") means any World Wide Web server that publishes copyrightable works and also provides prominent facilities for anybody to edit those works. A public wiki that anybody can edit is an example of such a server. A "Massive Multiauthor Collaboration" (or "MMC") contained in the site means any set of copyrightable works thus published on the MMC site.

"CC-BY-SA" means the Creative Commons Attribution-Share Alike 3.0 license published by Creative Commons Corporation, a not-for-profit corporation with a principal place of business in San Francisco, California, as well as future copyleft versions of that license published by that same organization.
"Incorporate" means to publish or republish a Document, in whole or in part, as part of another Document.

An MMC is "eligible for relicensing" if it is licensed under this License, and if all works that were first published under this License somewhere other than this MMC, and subsequently incorporated in whole or in part into the MMC, (1) had no cover texts or invariant sections, and (2) were thus incorporated prior to November 1, 2008.

The operator of an MMC Site may republish an MMC contained in the site under CC-BY-SA on the same site at any time before August 1, 2009, provided the MMC is eligible for relicensing.

**ADDENDUM: How to use this License for your documents**

To use this License in a document you have written, include a copy of the License in the document and put the following copyright and license notices just after the title page:

```
Copyright (C) YEAR YOUR NAME.
Permission is granted to copy, distribute and/or modify this document
under the terms of the GNU Free Documentation License, Version 1.3
or any later version published by the Free Software Foundation;
with no Invariant Sections, no Front-Cover Texts, and no Back-Cover Texts.
A copy of the license is included in the section entitled "GNU
Free Documentation License".
```

If you have Invariant Sections, Front-Cover Texts and Back-Cover Texts, replace the "with … Texts." line with this:

```
with the Invariant Sections being LIST THEIR TITLES, with the
Front-Cover Texts being LIST, and with the Back-Cover Texts being LIST.
```

If you have Invariant Sections without Cover Texts, or some other combination of the three, merge those two alternatives to suit the situation.

If your document contains nontrivial examples of program code, we recommend releasing these examples in parallel under your choice of free software license, such as the GNU General Public License, to permit their use in free software.