

COPYRIGHT AND INTELLECTUAL PROPERTY GUIDELINES

Spring, 2010

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.

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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. ***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 not 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/) Criminal Code of 1961.

(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.

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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

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