


# Comply and Use

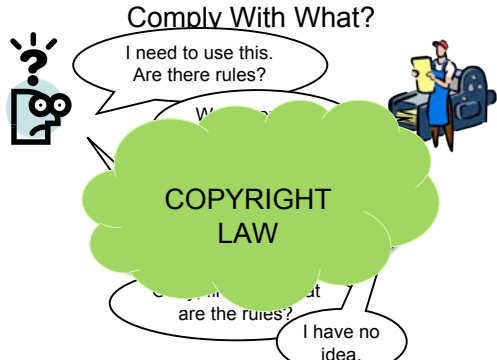
I Need to Use. I Want to Comply. But With What? And How?



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## Comply With What?



**COPYRIGHT LAW**

I need to use this. Are there rules?  
What are the rules?  
I have no idea.

## What is the Law of Copyright?

Is it illegal to copy news articles from other websites to my website? And how much bad or severe it could be, after being caught? ... And if somebody does it, how much cautious he/she shud b?

"It isn't illegal as long as you give the website you got it from credit."

"Yes, it is illegal unless the content is syndicated. You can't rectify plagiarism by simply citing the source."

"Fair-use does apply to news stories. As long as you give full credit of where you got it and who wrote it on the page with the story, you should be fine."

## What is the Law of Copyright?

I want to copy write something, but I do not know if it is already copy written. Where would I look?

THE LIBRARY OF CONGRESS. BUT ITS REALLY USELESS BECAUSE ANYONE WHO KNOCKS OFF

In the US all you have to do is make sure that the words "copyright (year)(your name)."

You can sell the drawing under a contract that states that ownership of the work does NOT include ownership of the copyright, and so even if they've bought and paid for the drawing, that doesn't authorize them to reproduce or use your work for their own profit. . . .

Copyright in the US expires after 50 years and is then available for renewal or transfer. Then a book publisher or the author's son or daughter or anyone else can stake a claim to the copyright and keep the work protected for another 50 years.

## What is the Law of Copyright?

Are there ways to paint my own work of a licensed character without infringing on the copywrite?

As long as your not re creating an image that displays the TM or C logo's, you can use any image.

I've painted many such murals in homes as well as businesses. I believe they are worried about you profiting from many reproductions not just one here and there. I don't think you have much to worry about besides, if you change 10% of the main look of what you paint, it's considered your work.

You could be sued for copyright infringement if you are making money from it. If you did do it I would recommend not leaving a paper trail. Such as no check all cash and no signiture. Me personally wouldn't do it.

## What is the Law of Copyright?

None of my friends have a clue. So what are the rules?

"[Adjudicating fair use] is not to be simplified with bright-line rules, for the statute, like the doctrine it recognizes, calls for case-by-case analysis."

*Campbell v. Acuff-Rose Music, Inc.*,  
510 U.S. 569, 577 (1994)

### Beyond Copyright

Now what? ... 't ...

Don't worry—we'll fix it.

**CONTRACT LAW**

### Licenses: Contract Law

If there is a question, consult the agreement.

If there is a dispute about the agreement, resolve through contract law.

If the agreement doesn't address the question at all, resolve according to default law.

**CONTRACT LAW**

**COPYRIGHT LAW**

### Enter Libraries. . . .

This is stupid. And I don't even care. I don't care about the rules. And besides, I just get this database free at my school. (Isn't everything on teh intarwebs in the public domain?)

No, it's not free! Here in the library we pay a lot of money so you can use this! And we care about the rules! And you should too!

### Licenses Resolve Questions ... ??

Great. So we'll make an agreement that makes the rules clear?

Sure! How about these rules: blah blah blah blah....

Well, our users want blah blah blah blah....

Yeah, okay, but how about blah b

blah blah blah blah blah blah blah blah blah blah blah blah

blah blah blah blah blah blah blah blah blah blah blah blah

### Licenses make the rules clear!

Can the library use the resource to fulfill Interlibrary Loan requests?

**LICENSE AGREEMENT**

1. Licensee: (j) blah blah (i) ...y

!!?! ...EMENT

**LICENSE AGREEMENT**

5.2.3.1 ?

5.2.4 Institution may not Electronic Titles for purpose of interlibrary loans.

5.2.4. More Blah, blah blah bla

da Licen

third parties,

c) blah blah blah....

blah blah blah blah blah blah blah blah blah blah blah blah

ah blah blah blah blah blah ah blah blah blah blah blah aah blah....

### Ambiguity Can be Desirable

#### China Alters Language On Taiwan

By Philip P. Pan  
Washington Post Foreign Service  
Friday, May 13, 2005

**BEIJING, May 12 --** Chinese President Hu Jintao proposed new diplomatic language Thursday aimed at ending the decades-old state of hostilities between China and Taiwan [...]

Under the new language, Hu effectively agreed to open talks if Taiwan accepted the principle of "two shores, one China" while acknowledging that the two sides might differ on precisely what that term meant.

### When We Have A Good License. . .

What staff can and can't do

What users can and can't do

### Standards to the rescue. . .

**ERMI**

- Library Questions: limited list of license terms librarians identified as common and worth tracking
- De-facto standard; incorporated into many current ERM systems
- No current maintenance agency or structure

**ONIX-PL**

- Entire License: open-ended structure capable of encoding any license term
- Sophisticated XML format.
- Official standard; published & maintained by EDI/EUR

### ERMI and ONIX approaches compared

**Entire License (ONIX-PL) vs. Library Questions (ERMI)**

Oh, you know, your faculty may download and embed learning objects into teaching materials and scholarly publications.

... Oh. Well, that's nice! I didn't think to ask about that.

- ✓ Questions asked, questions answered
- ✗ Question asked, no answer
- ✓ Useful info volunteered without prompt

### License Interpretation is Difficult

Can the library use the resource to fulfill Interlibrary Loan requests?

**LICENSE AGREEMENT**

1. License:  
i) blah blah  
ii) ...y

!!?!?

**LICENSE AGREEMENT**

5.2.3  
5.2.4  
Institution may not Electronic Titles for purpose of interlibrary loans.  
5.2.4. More Blah, blah blah bl da. Licen... third parties, c) blah blah blah....

blah blah...

### Making ERMI Encoding Easier. . .

Field Name	DLF ERMI Definition	USMAI Best Practice Notes
ILL print or fax	The right to provide the licensed materials via interlibrary loan by way of print copies or facsimile transmission	If the license is silent on ILL but includes an explicit "fair use" statement, encode all ILL permissions as "permitted (interpreted)" even if there is a specific statement forbidding sharing with third parties.
ILL secure electronic transmission	The right to provide the license materials via interlibrary loan by way of secure electronic transmission	If the license is silent on ILL and there is no "fair use" statement, encode all ILL permissions as "permitted (interpreted)" unless there is a specific statement forbidding sharing with third parties.
ILL electronic	The right to provide the licensed materials via interlibrary loan by way of electronic copies	If the license is silent on ILL, contains no "fair use" statement, and explicitly prohibits sharing with third parties, encode as "prohibited (interpreted)." If electronic ILL is explicitly permitted but "secure electronic" is not mentioned, encode "ILL Secure Electronic" as "permitted (explicit)"
Electronic link	The right to link to the licensed material	Explicit language addressing linking is now rare in licenses. Usually encoded as "permitted (interpreted)".

[http://usmai.umd.edu/ERMIlicense\\_Interpretation\\_Best\\_Practices2.doc](http://usmai.umd.edu/ERMIlicense_Interpretation_Best_Practices2.doc)

### Making ONIX-PL Encoding Easier

**OPLÉ –the Onix-PL Editor**

- Suite of easy-to-use tools to allow creation and editing of ONIX-PL messages with no need to understand (or even see) underlying XML

**Template Licenses**

- While each library's license with a publisher may differ, most licenses are based on a sample or form license
- Edit from template rather than create from scratch

