Comply and Use

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

Comply With What?

I need to use this. Are there rules? Well, there are default rules...

COPYRIGHT LAW

Okay, fine. So what are the rules? I have no idea.

COPYRIGHT LAW

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 shut it?

"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."

What is the Law of Copyright?

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

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

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

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."

Beyond Copyright

This is stupid. I don’t understand these rules. Me either. (And besides, I think they may give away the farm).

So, tell you what—let’s just make up our own rules: I’ll license it to you! Um. Ok?

COPYRIGHT 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.

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 the Internet 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...

Yeah, okay, but...

Yeah, okay, but...

Yeah, okay, but...

Licenses make the rules clear!

Can the library use the resource to fulfill interlibrary loan requests?

LICENSE AGREEMENT

4) PROHIBITED USES.

Licensee may not:
a) blah blah...
b) sell, supply or otherwise distribute data retrieved from the Licensed Resource to third parties;
c) blah blah...

1) License:
i) blah blah...
j) you will not re-distribute the materials retrieved from the products to other libraries or third parties...

v) Notwithstanding the above restrictions, this license shall not restrict your rights to use of the materials under the copyright law of the United States and the doctrine of "fair use."

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.
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

License Interpretation is Difficult

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

1. License: Licensee agrees to comply with all conditions of this license.
2. PROHIBITED USES:
   a) sell, supply or otherwise distribute the products to other libraries
   b) sell, supply or otherwise distribute the products to other libraries
   c) blah blah
3. LICENSE AGREEMENT
   i) blah blah
   ii) Notwithstanding the above, the license is silent on ILL.
   iii) The license is silent on ILL.
   iv) The license is silent on ILL.
   v) Notwithstanding the above

Making ONIX-PL Encoding Easier

OPLE – 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

Making ERMI Encoding Easier…

<table>
<thead>
<tr>
<th>Field Name</th>
<th>OPLE ERMI Definition</th>
<th>OPLE Best Practice Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>print or no</td>
<td>The right to provide the licensed materials via interlibrary loan in printed form</td>
<td>The right to provide the licensed materials via interlibrary loan in printed form</td>
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<tr>
<td>secure</td>
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<td>The right to provide the licensed materials via interlibrary loan in secure electronic format</td>
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<tr>
<td>electronic</td>
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<td>The right to provide the licensed materials via interlibrary loan in electronic format</td>
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<tr>
<td>electronic</td>
<td>The right to link to the licensed material</td>
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</tr>
</tbody>
</table>

http://usmai.umd.edu/ERM/license_interpretation_Best_Practices2.doc
Publishers are going to do this?

Rights Management Chain

It’s still too complicated

ERMI
- Large libraries & consortia may have the staff resources necessary to encode their licenses.
- Smaller libraries may not even have the resources to truly negotiate license terms, much less encode them

ONIX-PL
- Larger publishers and large libraries have the resources to develop ONIX-PL encodings. But our real problem licenses are from the smaller publishers
- If we’re only going to see ONIX-PL encodings from a few publishers, is it worth our time to ask system vendors to accommodate?

Shared E-Resource Understanding
- The authorized user population will be defined in institutionally appropriate ways that respect the business interests of the publisher.
- Use of the subscribed content is generally governed by applicable copyright law.
- When questionable activity is detected, suspension of access for the subscribing institution by a publisher may be necessary but should be an action of last resort.

Standards to the rescue?

Maybe . . .
- SERU offers promise for situations where a formal license creates unnecessary administrative overhead and hassle
- ONIX-PL and ERMI are available tools if you have the resources to apply them
- What about our small libraries & publishers with big contracts?
- Can we standardize inherent ambiguity?
- If not, are we willing to give up the negotiating value of ambiguity in favor of bright-line rules for easier comprehension?

Questions and Comments . . .