

without restriction or in some limited manner, but this permission is not exclusive. For example, Cable, a copyright holder, may give three different colleagues permission to use his article in a course packet, where this licence does not preclude Cable from allowing other people to use the same article in their course packets or from using the work himself. Unlike copyright transfer, which always involves a specified recipient who is then the exclusive holder of the rights that were transferred, a non-exclusive licence can be offered to unnamed or unknown people or to everyone. If a scholar posts a draft paper on his personal website with an accompanying statement that anyone is free to download it or copy it for teaching or research purposes, that would be an example of a recipient-unspecified non-exclusive licence. This would allow anyone in the world to use the posted paper, but none of these people would thereby obtain a copyright interest in the work such that they would have the right or power to prevent anyone else from using the paper. Other frequently encountered non-exclusive licences with unspecified recipients are Creative Commons licences (see Garlick 2005), which are issued by copyright holders who want to share their work with others without limiting or specifying who these 'others' are.

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The two kinds of conveyances have a couple of very important procedural differences. To begin with, non-exclusive licences (i.e. permissions to use) need not be in writing. They can be oral or they can even be implied from a situation. For example, if someone dictates a text for you in connection with your linguistic research, the person normally understands that you are going to translate the text into English and therefore permission to do so is implied. Similarly, if you submit a book review to a journal, even in the absence of a contract or cover letter, the clear implication is that you have given the journal permission to publish the review in accordance with its normal publishing practice. Second, non-exclusive licences can be granted by any of the copyright holders, without the agreement or even the knowledge of the other copyright holders. If two scholars write a joint paper, either can post it on a website so as to allow friends and colleagues to copy it, make use of it, and incorporate it in their works without consulting or informing the co-author. From a professional point of view, this behaviour would be frowned upon, but from a copyright point of view, such actions are allowed.¹⁴

By contrast a transfer (= assignment of the copyright as such or an exclusive licence) must be in writing and signed by the copyright holder(s). One doesn't have to have a formal legal-looking printed form on velum or other elegant paper—courts have accepted rough memos on paper napkins or on the back of envelopes—and one doesn't have to have witnesses or guarantees by notaries or other officials, but there must be a writing accompanied by a signature. No exceptions or excuses are allowed. Second, the transfer must be agreed to and signed by all of the copyright holders. One person could sign on behalf of others if there were indisputable evidence that the person was authorized to do so, but, unlike in the case of non-exclusive licences, all of the copyright holders must agree to the transfer. The problem is that when field linguists get ready to publish a work and are dealing with a publisher who requires copyright assignment, as many do, if they haven't made proper arrangements in advance, they may find that they cannot get a proper response from fieldwork assistants who qualify as copyright-holding co-authors and thus cannot meet the publisher's contractual demands.