SIMONE ALIPRANDI
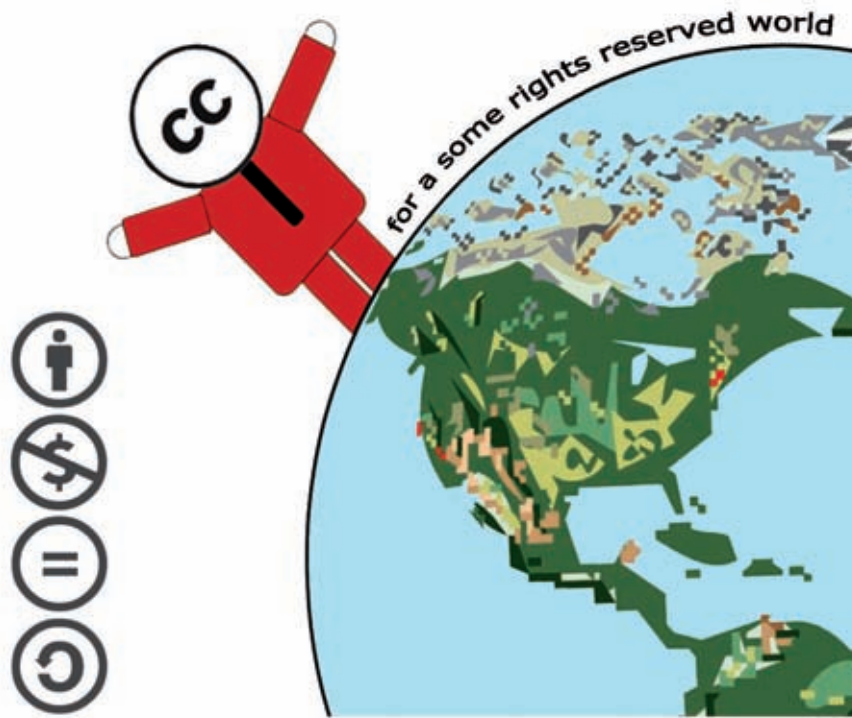
CREATIVE COMMONS: A USER GUIDE

A COMPLETE MANUAL WITH A THEORETICAL INTRODUCTION AND PRACTICAL SUGGESTIONS

for a some rights reserved world

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Editor: Simone Aliprandi
Assistant editor: Marco Bruschi

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Index

PREFACE

by Carlo Piana

Simone is an artist and a fine lawyer. Frequently the outcome of this combination is a lawyer who ends up being an artist. On the contrast, Simone has chosen the hard way, the one that brings the least glamour. He has chosen to do good to humanity through being a lawyer and disseminating legal knowledge.

His writings on copyleft and sharing the knowledge have been inspirational to many of us in Italy, and I have welcomed the opportunity to increase the audience by writing an English essay. I have been an enthusiastic reader of the Italian version, and this English one has undoubtedly more than met my expectations.

In a down-to-business, no-nonsense, practical attitude, Simone drives us through the intricacies of the Creative Commons licensing in the real world.

It is a new and at the same time old topic, that years of "intellectual property" mono-culture have hidden from sight of both lawyers and authors or developers, so much that we have to invent legal hacks to make ideas and software Free. Our ancestors did not worry about this: sharing knowledge was simple and straightforward, just as speaking, painting, playing music, building tools and things were natural. Nowadays, the same concepts seem to require a triple backward somersault to be put in practice in a legal framework that makes simpler to sell the unsalable – an idea – than sharing it. We have invented the most powerful instrument in history after the printing press to share knowledge – the Internet – and our entire legal system seems shaped only to prevent this knowledge from being shared.

Artists and software developers are similar in that they frequently despise the law, sometimes not without reason. Both of them are in dire need of some accessible, coherent and correct guidance on the legal aspects because there is nothing worse than complete ignorance, barring imperfect knowledge. Simone's book is precisely what an artist needs to read to know what needs to be done. Not that legal advice will be entirely avoided, if anything goes wrong. However wise decisions can help prevent most or all of the negative consequences.

Readers will find all of the above in this book.

AUTHOR'S PRESENTATION

This book (my first one in English) is an offspurt of a previous book which was published in Italian in October 2008 and which has had some success in Italy. Due to this it seemed useful to have an edition for a larger audience, outside the borders of my country.

However, this English edition is not a mere translation of the Italian text, but it is an adaptation in order to make it more readable for an international audience.

After my other publications about the copyleft culture (in the broadest sense), the inspiration for a book that is specifically dedicated to Creative Commons came from several years of my assiduous participation in mailing lists and public debates concerning the use of licenses: in fact, during these discussions a series of misunderstandings, which newbies regularly had, consistently emerged. This is the reason I

thought that an operating manual (with no frills and technicalities) could finally resolve the situation.

I hope that my work will serve as an incentive for the use and development of innovative models for the distribution of creative works, such as Creative Commons licenses and all the other related instruments. And now not only in the Italian context, but all over the world I hope you enjoy reading this book.

My special thanks to:

Julia, for her precious consulting;

Carlo, for his useful suggestions;

Mike, for his very important help in updating the book to version 2.0

all the Italian people who have been supporting me since the beginning of the Copyleft-Italia.it project.

CHAPTER ONE
AN INTRODUCTION TO THE PHENOMENON

1. PREAMBLES

At the end of the Nineties the world of artistic-cultural production (from publishing, music, cinema, to multimedia) realized it had come to grips with the most innovative social and economic phenomenon since the period of industrial revolution: the coming of mass digital technologies and global communications networks.

Till that period the copyright model (born in England in the 18th century during the industrial revolution and became popular in the following two centuries in most industrialized countries) weathered all the previous waves of technological innovation; however the impact of this final phenomenon has been more destabilizing. People began to no longer consider creative works (which are the real object of copyright protection) as one whole object together with their physical support on which it was deliverable. A novel, to be read, did not need to be printed on paper as a book since it could be diffused in many ways and through various channels, thanks to digital and communications technologies; likewise a music track did not need to be printed on a vinyl disk or on an optical disk, nor did a film need a VHS cassette or DVD disk.

In the same period in parallel with the mass proliferation of digital and communications technologies, there was another cultural and social phenomenon, one of the most interesting in the last decades: we are referring to free and open source software (also known with the acronym FLOSS[1]) and the related coming of the copyleft model. It was in the information technology area (since the middle of the 80s) that the traditional copyright model, based on the "all rights reserved" concept, was really discussed. As a result an alternative copyright management model was found, implemented by enforcing innovative licenses.

This new model had already come to a certain level of maturity in the information technology area, and it had already

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1   It means "Free Libre and Open Source Software".

seen some interesting experiments in other areas of creative production. In fact, between the end of the 90s and the beginning of the new millennium, many pilot projects were activated which proposed licenses that had been designed for text, music and in general artistic works. It was in this new wave of experimentation that the plan for the Creative Commons project was drafted: a project which from the start was shown to be something more structured and far-sighted in comparison with the projects which had previously appeared.

2. WHAT CREATIVE COMMONS IS

When we say in generic terms "Creative Commons", at the same time we refer to a popular project and to the non-profit body which is behind it.

A. THE CREATIVE COMMONS PROJECT

The project, born from the initiative of legal and computer science scholars in Cambridge, Massachusetts, is actually very articulated; it is now present in over fifty countries around the world and supported by eminent intellectuals from different fields. Under its control there are other thematic sub-projects that are really important for their cultural far-sightedness.

The main objective of this project is therefore to promote a global debate on new paradigms of copyright management and to diffuse legal and technological tools (such as the licenses and all the services related), which can allow for a "some rights reserved" model in cultural products distribution.

B. THE CREATIVE COMMONS CORPORATION

In the beginning, the promoters and the supporters of the project organized a non-profit body with which to trace the dissemination activities connected to the project and thus to receive funding.

From a legal point of view the Creative Commons Corporation is a 501(c)(3) tax-exempt charitable corporation with its registered office in San Francisco. Presently it has no subsidiaries. Creative Commons forms agreements with pre-

existing entities such as universities and research centers that are called "Affiliate Institutions" and which carry out local, national, and regional Creative Commons activities such as education, events, license porting, promoting adoption of Creative Commons tools, and translation.

C. THE PROJECT SPIRIT

At   http://wiki.creativecommons.org/History   there is a short introduction to the Creative Commons project and to its purposes: here below follows the complete text.

«Too often the debate over creative control tends to the extremes. At one pole is a vision of total control – a world in which every last use of a work is regulated and in which "all rights reserved" (and then some) is the norm. At the other end is a vision of anarchy – a world in which creators enjoy a wide range of freedom but are left vulnerable to exploitation. Balance, compromise, and moderation – once the driving forces of a copyright system that valued innovation and protection equally – have become endangered species.

Creative Commons is working to revive them. We use private rights to create public goods: creative works set free for certain uses. Like the free software and open-source movements, our ends are cooperative and community-minded, but our means are voluntary and libertarian. We work to offer creators a best-of-both-worlds way to protect their works while encouraging certain uses of them – to declare "some rights reserved."»

This mission is well described in a picture where Creative Commons symbolically represents a median shading between the "all rights reserved" model (characteristic of the classic copyright idea) and the "no rights reserved" (characteristic of a public domain idea or of a sort of no-copyright concept).
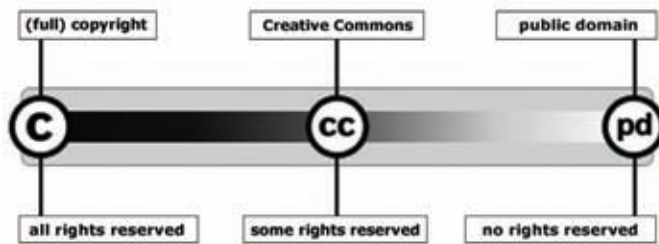
D. CURIOSITY: THE ORIGIN OF "CREATIVE COMMONS" NAME

Economist Garret Hardin published an interesting article in 1968 entitled "The tragedy of the commons". In this article he displays his sharp interpretation of one of the most debated economic-social dilemmas.

In a nutshell, according to Hardin commons, i.e. those goods which are owned by nobody but which can be exploited by everybody, are always destined to a sad ending. He uses the metaphor of herders sharing a common parcel of land, «on which they are all entitled to let their cows graze. In Hardin's view, it is in each herder's interest to put as many cows as possible onto the land, even if the commons is damaged as a result. The herder receives all of the benefits from the additional cows, while the damage to the commons is shared by the entire group. If all herders make this individually rational decision, however, the commons is destroyed and all herders suffer»[2].

Creative Commons theorists, and first of all Lawrence Lessig, argue instead that in the case of goods like creative and intellectual products, this problem does not exist because every creation increases its social value with the more people there are who can benefit from it. Furthermore, those goods are not liable to deterioration nor to a natural shortage because human creativity has no limits. Thus, we can validly talk about a

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2   http://en.wikipedia.org/wiki/Tragedy_of_the_commons.

"comedy of the commons", where the goods at issue are precisely the creative commons.

3. WHAT CREATIVE COMMONS IS NOT

There are numerous misunderstandings created about the role and the function of Creative Commons. Therefore it is necessary to debunk at once the most diffused and dangerous ones.

A. IT IS NOT A PUBLIC BODY WITH INSTITUTIONAL DUTIES

Creative Commons Corporation as a civil law body, does not have any institutional role in any of the countries where the related project is active. This does not mean that some exponents of the cooperating community (and in any case also some members of the board) have not had the occasion to contact the public institutions of some countries in order to extensively inform about the new problematic areas of copyright theory. However, this is only in a perspective of cultural and scientific debate, not with a political overtone.

B. IT IS NOT A COPYRIGHT COLLECTING SOCIETY LIKE ASCAP, PRS OR SIMILAR

One of the most diffused and also misleading misunderstandings consists in mixing up Creative Commons with an alternative version of a copyright collecting society, which are present in every country and do not have the same exact function.

Quoting the Wikipedia definition, a copyright collecting society is «a body created by private agreements or by copyright law that collects royalty payments from various individuals and groups for copyright holders. They may have the authority to license works and collect royalties as part of a statutory scheme or by entering into an agreement with the copyright owner to represent the owners interests when dealing with licensees and potential licensees.»[3]

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3   http://en.wikipedia.org/wiki/Copyright_collective.

Creative Commons does not have a contractual relationship with copyright holders and does not hold a representation or enforcing role with regard to authors' rights.

C. IT IS NOT A LEGAL ADVICE SERVICE

Neither the Creative Commons Corporation nor the communities and working groups connected to it provide legal advice or a legal aid service. Besides Creative Commons – as we wrote above – does not have any intermediation role; thus it cannot nor take the liability for the effects derived from the use of licenses.

To clear any kind of ambiguity, this is specified by an explicit preamble included at the beginning of every license[4]: «Creative Commons Corporation is not a law firm and does not provide legal services. Distribution of this license does not create an attorney-client relationship. Creative Commons provides this information on an "as-is" basis. Creative Commons makes no warranties regarding the information provided, and disclaims liability for damages resulting from its use.»

4. THE LOCAL PORTING OF THE LICENSES

As we partially discussed, the Creative Commons project is set out in:

- a central associational body, which is the official owner of the trademark rights, of the domain name "www.creativecommons.org" (and other connected domain names), and of the copyright on the official material published on the websites; and

- a network of Affiliate Institutions that act as points of reference for the several national Creative Commons projects scattered worldwide. This "hierarchical" composition (that from some people's point of view can seem to be not very suitable to the spontaneous/collective nature of the opencontent culture) allows to check the correct porting of the licenses and to realize

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4   In the "legal code" version.

information and sensitization activities in an effective and coordinated way.

All the national Creative Commons projects are organized in two divisions: one dedicated to the legal aspects, such as the translation, the adaptation and explication of the licenses; and the other dedicated to the information-technology aspects, such as implementing technological solutions that exploit the Creative Commons resource. We can foresee a third division (crosswise two others) aimed at the sensitization and promotion of the Creative Commons philosophy; it organizes public events, manages mailing-lists and web-forums, creates informative material.

The idea of "license porting" involves a translation of the licenses into various languages, but also a concurring adaptation of the terms to the different legal systems. The other types of open content licenses, although they are diffused in different languages from the original, include a clause that, in the case of unclear interpretations, the involved operator (a judge, a lawyer...) has to refer to the text in the original language, which is the only one with an official character. Other types of licenses instead do not worry as much about the interpretation aspect as for the identification of the governing law, stating expressly that the "XY license" is regulated by the Japanese (or French, or Italian, etc.) law.

Creative Commons has tried to obviate both problems by implementing an important activity of "localization" of the licenses, that is devolved to the various Affiliate Institutions and monitored by the central body in the US. This way, the Italian, French and Japanese licenses are not mere translations of the American licenses, but basically independent licenses in accordance with the legal system of each country.

CHAPTER TWO
THE LICENSES

1. BASIC PRINCIPLES

First of all, to avoid falling into the most common misunderstandings about Creative Commons licenses, we should set the tenets that are valid for all the open content licenses.

A. A DEFINITION OF "COPYRIGHT LICENSE"

A copyright license is a legal instrument with which the copyright holder rules the use and distribution of his work. Thus, it comes to a civil law tool which (based on copyright) helps to clear up for users what can or cannot be done with the work. The "license" term comes from the Latin verb "licere" and generically represents permission, in fact its main function is to authorize uses of the work.[5]

B. THE LICENSE AND THE RESTRICTION OF THE WORK

By clearing up the concept of license we can understand how one of the main misunderstandings about open content licenses is groundless: i.e. the one according to which a license can be a form of restriction of a copyrighted work. In fact, it is not the license itself which restricts the work; default copyright restricts creative works, while an open content license moves exactly in the opposite direction. In effect, one of the main purposes of an open content license is to authorize some kinds of use which would not be normally allowed in the traditional copyright model (i.e. the "all rights reserved" model).

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[5]   «The verb license or grant license means to give permission. The noun license refers to that permission as well as to the document memorializing that permission. License may be granted by a party ("licensor") to another party ("licensee") as an element of an agreement between those parties. A shorthand definition of a license is "an authorization (by the licensor) to use the licensed material (by the licensee).» Taken from http://en.wikipedia.org/wiki/License.

C. THE LICENSE AND THE ACQUISITION OF COPYRIGHT

For the same principle the application of a license has nothing to do with the acquisition of copyright on the creative work and even less with the proof or protection of the authorship. The application of a license on a creative work concerns a subsequent phase in regard to the acquisition of copyright and to the obtainment of a proof of authorship. Therefore, first of all the author gets the copyright on his work (automatically[6]), then he decides to regulate his rights by applying a license.

D. LICENSOR AND LICENSEE

Let's start from the presupposition that the only subject who has the title to rightfully apply a license to a creative work is the owner of all its rights. The subject is usually the author of the work, but he can transfer all his rights by a contract to another subject (for example a publisher, an agency, a production company...); in this case he would also lose the possibility to choose the type of license to apply to the work. In order to avoid misunderstandings (and since it is not so important for our analysis what kind of subject would make this choice), we will always talk about "licensor" to generically mean the copyright holder who decides to apply a license to it.

An open content license produces effects on a variety of indeterminate subjects. These subjects can be mere end-users of the work (readers, listeners, spectators...); but in some cases (those licenses which allow for modification and re-publication

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6   «Time was you had to put Big C [i.e. the copyright symbol: ©] on anything you wanted to copyright or else it entered the public domain – the commons of information where nothing is owned and all is permitted. You had to put the world on notice to warn them. That was Big C's job and it was a useful one. What changed? The law. By the late 1980s U.S. law had changed so that works become copyrighted automatically the moment they're made. The moment you hit save on that research paper... the second the shutter snaps closed... the instant you lift your pen from that cocktail napkin doodle... your creation is copyrighted whether Big C makes a cameo or not.» Taken from the script of the most famous Creative Commons informative video, called "Get Creative" and available at http://mirrors.creativecommons.org/getcreative/.

of the work) they can also be active subjects in the virtuous mechanism of the open content phenomenon.

Therefore, also in this case we shall use an all-embracing term which can indicate every potential recipient of the license: that is the "licensee". We shall use the expression "licensed work" to represent the work to which the license has been applied.

E. WRITING A LICENSE

Since this is a civil law issue (more precisely the contractual law), there are not any specific procedures to follow or formalities to respect. Thus, every author (or other copyright holder) is free to write his own personal license and to apply it to his work. However, like every legal instrument, in order to take advantage of all the tools and protections provided for by the law, it is necessary to take into account the technicalities of civil law. Indeed a copyright license is a legal document which needs preparation and expertise.

In other words, the concrete problem is that a poorly written license without the proper language or without important clauses, would probably not perform its function or could even have a boomerang effect on the licensor.

F. THE SENSE OF THE STANDARDIZED LICENSES

If we rigorously exclude the "do it yourself", there are two possible ways: either the licensor can consult a lawyer to draw up a license (but this could also be expensive); or he can trust the standardized licenses that are released by specific projects and non-profit organizations such as Creative Commons, the Free Software Foundation, and the Apache Software Foundation.

An essential aspect should be clear: these organizations do in no way become the parties of the case, thus they are not liable for each application of the licenses; nor do they directly deal with legal advice related to the use of their licenses. These bodies only act as compilers and promoters of the licenses; it is

possible to interact with the staff of these projects, sending comments, indicating case studies, starting public debates, but it is unthinkable that they should have to be involved in every single case. Every copyright holder who decides to apply a standardized license to his work should take full responsibility for it; therefore it is important to be well informed.

2. THE THREE DIFFERENT SHAPES OF THE LICENSES

In this section we will show why the Creative Commons licenses is a cut above the other open content licenses.

The clever discovery of the promoters of the project was in fact to release every license in three representations that are different by the form but connected by the essence.

A. THE LEGAL CODE

The proper license (i.e. the representation that shall be legally relevant) is the so-called "Legal code", made up of several preambles and eight articles, where the distribution of the licensed work is regulated.

Many people though realized that the average license user is not induced to read and understand a document like that: sometimes he disregards it intentionally, sometimes he does not have adequate preparation to do so. Therefore, the risk is that the licenses would be used inaccurately with little knowledge; that false information on their use would be easily diffused; or that a sort of mistrust would prevail so that authors and publishers would stay far away from these tools.

B. THE COMMONS DEED

Hence Creative Commons thought of designing brief explanations of the license that are written in clear language and structured with simple and schematic graphics: this second "shape" of the licenses is called the "Commons deed".

However, it is important to remember that «the Commons Deed is not a license. It is simply a handy reference for understanding the Legal Code (the full license) – it is an easy readable expression of some of its key terms. Think of it as the

user-friendly interface to the Legal Code underneath. This Deed itself has no legal value, and its contents do not appear in the actual license.»[7]

Therefore the Commons deed in a fews lines condenses the sense of the license and makes a link to the Legal code along with the various available translations of the licenses.

C. THE DIGITAL CODE

Finally, the third "shape" of the licenses is called "digital code", that is metadata – data about data – a description of the license that can be understood by computer programs such as search engines.

Thus, Creative Commons developers designed a metadata system called CCREL ("Creative Commons Rights Expression Language") with which it is possible to annotate licensed works, facilitating functionality such as copy/paste HTML for using a work with licensor-specified attribution and correct license notice, and license-aware search.

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[7]   This disclaimer is linked by every Commons deed.
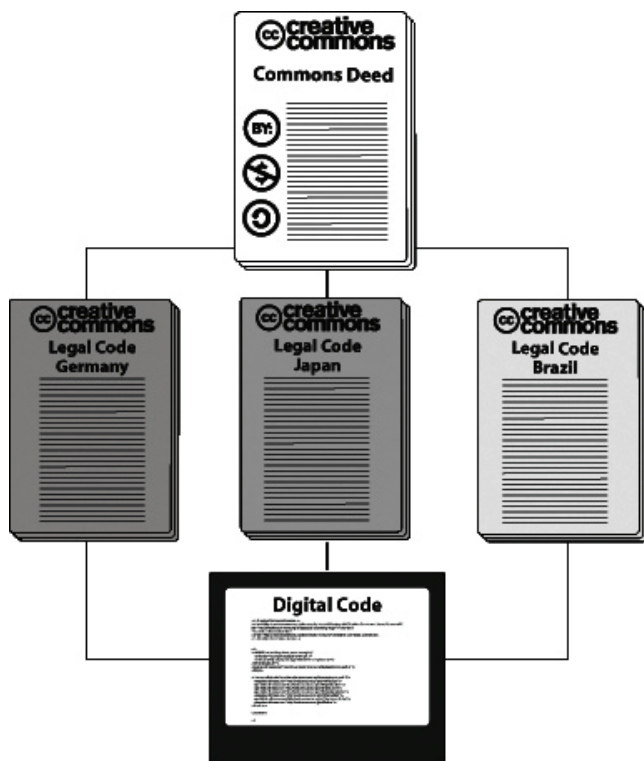
(this picture is taken from www.creativecommons.org)

3. THE CHARACTERISTICS AND THE FUNCTIONING OF THE LICENSES

As we has already explained, the Creative Commons licenses are inspired by a "some rights reserved" model: that means that the copyright holder, applying a Creative Commons license, decides to keep just several rights of all the rights granted to him by law.

A. COMMON FEATURES OF ALL CREATIVE COMMONS LICENCES[8]

All Creative Commons licenses have many important features in common.

i) From the licensor's point of view

Every license will help you:

• retain your copyright;

• announce that other people's fair use, first sale, and free expression rights are not affected by the license.

Every license requires licensees:

• to get your permission to do any of the things you choose to restrict (e.g., make a commercial use, create a derivative work);

• to keep any copyright notice intact on all copies of your work;

• to link to your license from copies of the work;

• not to alter the terms of the license;

• not to use technology to restrict other licensees' lawful uses of the work;

Every license allows licensees, provided they live up to your conditions:

• to copy the work;

• to distribute it;

• to display or perform it publicly;

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8   This section is partially taken from http://wiki.creativecommons.org/Baseline_Rights and from http://www.creativecommons.org.au/materials/whatiscc.pdf.

• to make digital public performances of it (e.g., webcasting);

• to shift the work into another format as a verbatim copy.

ii) From the licensee's point of view

When you use any CC material, you must always:

• attribute the creator of the work[9];

• get permission from the creator to do anything that goes beyond the terms of the license (eg. making a commercial use of the work or creating a derivative work where the license does not permit this);

• keep any copyright notice attached to the work intact on all copies of the work;

• name the CC license and provide a link to it from any copies of the work; and

• where you make changes to the work, acknowledge the original work and indicate that changes have been made (eg by stating 'This is a French translation of the original work, X').

In addition, when you use any CC material, you must not:

• alter the terms of the license;

• use the work in any way that is prejudicial to the reputation of the creator of the work;

• imply that the creator is endorsing or sponsoring you or your work; or

• add any technologies (such as digital rights management) to the work that restrict other people from using it under the terms of the license.

B. STRUCTURE AND BASIC CLAUSES OF THE CREATIVE COMMONS LICENSES

Creative Commons licenses are ideally structured in two parts: the first part indicates the "freedoms" that the author

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9   For information on how to attribute a work, see the specific guide "How to Attribute Creative Commons Material" at http://creativecommons.org.au/materials/attribution.pdf.

wants to allow about his work; the second part explains the conditions on which is allowed to be used.

Regarding the first part (the "freedoms" that the licensor concedes to the licensees) we can say that all the licenses allow the copying and the distribution of the work, using the following words and the following visuals:

«You are free to to Share – to copy, distribute and   transmit the work»

On the other hand, only some licenses (not all of them) allow the licensees to also modify the work, specifying this with the following simple phrase and visual:

«You are free to Remix – to adapt the work»

Regarding the second part (the conditions made by the licensor to use his work) we can say that Creative Commons licenses are articulated into four basic clauses which the licensor can choose and match to his needs

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).»

This clause is a feature in every license. It states that every time we use the work we must clearly indicate who the author is.

Non Commercial – «You may not use this work for commercial purposes.»

This means that if we distribute copies of the work, we can not do it in any way which is primarily intended for or directed toward commercial advantage or private monetary compensation. To do this, we have to ask the licensor for specific permission.

No Derivatives – «You may not alter, transform, or build upon this work.»

If we want to modify, to correct, to translate or to remix the work, we have to ask the licensor for specific permission.

Share Alike – «If you alter, transform, or build upon this work, you may distribute the resulting work only under the same or similar license to this one.»

This clause (as it is in the Free Software model) grants that the "freedoms" conceded by the author will be also kept on the derivative works (and on the derivative ones of the derivative ones, with a persistent effect).

C. THE LICENSES SET

From the matching of these four basic clauses we have the six sheer Creative Commons licenses, which are named by referring to the clauses shown in the previous section.

They are (from the most permissive to the most restrictive):

Attribution

Attribution – Share Alike

Attribution – No Derivatives

Attribution– Non Commercial

Attribution – Non Commercial – Share Alike

Attribution – Non Commercial – No Derivatives

There are two essential points in this list:

- the "Attribution" clause is present in every license;

- the "No Derivatives" clause and the "Share Alike" clause are incompatible with each other (in fact, the first one denies the modification of the work, while the second implicitly gives permission to modify the work).

At the official Creative Commons web-site[10] there is a more detailed explanation about every single license:

Attribution
This license lets others distribute, remix, tweak, and build upon your work, even commercially, as long as they credit you for the original creation. This is the most accommodating of licenses offered, in terms of what others can do with your works licensed under Attribution.

Attribution – Share Alike
This license lets others remix, tweak, and build upon your work even for commercial reasons, as long as they credit you and license their new creations under the identical terms. This license is often compared to open source software licenses. All new works based on yours will carry the same license, so any derivatives will also allow commercial use.

Attribution – No Derivatives
This license allows for redistribution, commercial and non-commercial, as long as it is passed along unchanged and in whole, with credit to you.

Attribution – Non Commercial
This license lets others remix, tweak, and build upon your work non-commercially, and although their new works must also acknowledge you and be non-commercial, they don't have to license their derivative works on the same terms.

Attribution – Non Commercial – Share Alike
This license lets others remix, tweak, and build upon your work non-commercially, as long as they credit you and license their new creations under the identical terms. Others can download and redistribute your work just like the by-nc-nd license, but they can also translate, make remixes, and produce new stories based on your work. All new work based on yours will carry the same license, so any derivatives will also be non-commercial in nature.

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10   Taken from http://creativecommons.org/about/licenses.

Attribution – Non Commercial – No Derivatives
This license is the most restrictive of our six main licenses, allowing redistribution. This license is often called the "free advertising" license because it allows others to download your works and share them with others as long as they mention you and link back to you, but they can't change them in any way or use them commercially.

D. THE UPDATE OF THE LICENSES

As has happened for most of the organizations which release standardized licenses, the text of the Creative Commons licenses is subjected to irregular updates due to the possible need to improve, specify, complete, or eliminate some of the clauses. It can depend on various factors, such as the evolution of the market and technological innovation that bring new topics to consider in the licenses.

At the date of the writing of this book (August 2010) the Creative Commons licenses are at version 3.0.[11]

4. OTHER SPECIAL CREATIVE COMMONS TOOLS

At the end of 2007 Creative Commons launched two new interesting projects which aim to enrich the supply of services besides the mere licenses. We are referring to two tools which play two different roles, thanks to which the licensors can communicate additional information besides the information that is already provided by the licensing process.

A. CC PLUS

As written on the Creative Commons website, CC Plus is «a protocol providing a simple way for users to get rights beyond the rights granted by a CC license»[12].

CC Plus is a single annotation which denotes that further permissions beyond those already provided by the license may be available.

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11   Not in every country.

12   http://wiki.creativecommons.org/CCPlus.

«For example, a work's Creative Commons license might offer noncommercial rights. With CC Plus, the license can also provide a link by which a user might secure rights beyond noncommercial rights – most obviously commercial rights, but also additional permissions or services such as warranty, permission to use without attribution, or even access to performance or physical media.»[13]

To better understand, let's reflect on one of the most typical cases: the case of an independent music label which publishes songs with a "Non Commercial" license on its website. Thus, the songs licensed this way can be freely downloaded and used for non commercial purposes. All the same, for those who want to also make commercial use, the label decides to provide special conditions (for example the payment of a fee or the application of an advertising message); so it entrusts its legal office with the writing of a separate license in which there are the clauses that the licensees shall respect to make commercial use of the songs.

The text of this separate license can be published in a special page of the label's website, but in order for it to be noted on a Creative Commons deed, the CC Plus annotation comes into play.

Therefore, under the classic disclaimer where the application of the Creative Commons license is we will find the following phrase: "permissions beyond the scope of this license may be available at..."; and here we will add the web address where the supplementary license is located.

The same type of argument is valid for licenses which contain any of the "attribution", "no derivative works", or "share alike" clauses, and to which the licensor wants to add offer different terms to allow use of the work without providing credit or the modification of the work outside of compliance with the CC license terms offered.

Here is a hypothetical use of CC Plus:

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13   http://wiki.creativecommons.org/CCPlus.

More details about this tool are available at http://wiki.creativecommons.org/CCPlus.

B. CC0 (CC ZERO)[14]

CC0 is another interesting project by Creative Coommons: it is a tool that allows creators to effectively place their works in the public domain through a waiver of all copyright to the extent permitted by law.

CC0 enables scientists, educators, artists and other creators and owners of copyright-protected content to waive copyright interests in their works and thereby place them as completely as possible in the public domain, in order for others to freely build on, enhance and reuse the works for any purposes without restriction under copyright.

In contrast to CC's licenses that allow copyright holders to choose from a range of permissions while retaining their copyright, CC0 empowers another choice altogether – the choice to opt out of copyright and the exclusive rights it automatically grants to creators – the "no rights reserved" alternative to our licenses.

In effect, we know that copyright and other laws throughout the world automatically extend copyright protection to works of authorship and databases, whether the author or creator wants those rights or not. CC0 gives people who want to give up those rights a way to do so, to the fullest extent allowed by law. Once the creator or a subsequent owner of a work applies CC0 to a work, the work is no longer his or hers in any meaningful legal sense. Anyone can then use the work in any way and for any purpose, including commercial purposes, subject to rights others may

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14   This   section   is   partially   taken   from http://creativecommons.org/about/cc0   and   from http://wiki.creativecommons.org/CC0.

have in the work or how the work is used. Think of CC0 as the "no rights reserved" option.

And how does it work? A person using CC0 (called the "affirmer" in the legal code) waives all of his or her copyright along with neighboring and related rights in a work, to the fullest extent permitted by law. If the waiver is not effective for any reason, then CC0 acts as a license from the affirmer granting the public an unconditional, irrevocable, non exclusive, royalty free license to use the work for any purpose

In substance, it consists in a procedure thanks to which the author certifies publicly that he wants to disclaim totally and irrevocably to exercise his rights, so that the work can be considered immediately in a public domain status. It can be implemented by helping the author to "sign" (even virtually) this declaration of purpose and by keeping a public evidence of it. Here is the screen-shot of the CC0 procedure.

CC0 Waiver

These fields are optional, but will be embedded in the HTML generated for your work. This allows users of your work to determine how to contact you or where to go for more information about the work. ⓘ

Your name	Simone Aliprandi
Your URL	http://www.aliprandi.org ⓘ
Title of work	Creative Commons: a user guide
Territory	--- ▼ ⓘ

☑ I hereby waive all copyright and related or neighboring rights together with all associated claims and causes of action with respect to this work to the extent possible under the law.

Creative Commons Legal Code

CC0 1.0 Universal

CREATIVE COMMONS

☑ I have read and understand the terms and intended legal effect of CC0, and hereby voluntarily elect to apply it to this work.

continue

CHAPTER THREE
SUGGESTIONS TO CORRECTLY APPLY THE LICENSES

1. BASIC ADVICES FOR A CORRECT APPROACH

As we have just seen, applying licenses to our works brings a sort of self-management of our rights, which goes beyond the traditional network of intermediaries involved in copyright management. This is a relatively new practice and is strictly connected to the evolution of the communication world came thanks to the digital and communications technologies.

In essence, each single author has to take on assessments and decisions, which in the traditional system had always been a prerogative of specialized dealers who had the necessary expertise and practice. The risk that this important phase will be managed with imprudence and inaccuracy is very high; and this – as we have already mentioned – could turn into a tremendous boomerang also damaging the author/licensor himself.

That is why – in spite of the disintermediation attitude which is innate in open content licenses – it is in any case a good idea to always consult with a professional who can at least clarify the biggest doubts.

However, most of the licensing operations are generally managed by the licensor himself. Thus, before releasing the work with the chosen license, it is important that the licensor has an overall view of all the available tools, such as the official websites of the various projects which promote the licenses, the publications dedicated to these topics, the specialized forums and mailing lists. He should also attend the specialized events organized in this field.

On the other hand, it is also important to know how to select the information found in less official channels, to avoid falling victim to misinformation. Therefore, it is essential to gather some information, in order not to risk experiencing unpleasant situations and then having to repair the damage too late with the help of specialized professionals.

2. BEFORE LICENSING[15]

The following list sets out some basic things that you should think about before you apply a Creative Commons license to your work.

A. MAKE SURE YOUR WORK FALLS WITHIN THE CREATIVE COMMONS LICENSE

Creative Commons licenses apply to works that are protected by copyright. Generally, works that are protected by copyright are: books, scripts, websites, lesson plans, blogs and any other forms of writings; photographs and other visual images; films, video games and other visual materials; musical compositions, sound recordings and other audio works.

Creative Commons licenses do not apply to things such as ideas, factual information or other things that are not protected by copyright. If you are based in the US, you can find out more about what is and is not capable of copyright protection at this site. If you are based in the UK, visit this site. If you are based in Taiwan, the relevant statutory provisions are Articles 9 and 10bis.

B. MAKE SURE YOU HAVE THE RIGHTS

Before applying a Creative Commons license to a work, you need to make sure you have the authority to do so. This means that you need to make sure that the person who owns the copyright in the work is happy to have the work made available under a Creative Commons license.

If you are the creator of the work, then you are probably the owner of copyright and so can license the work how you wish. If you made the work as part of your employment, then your employer probably owns the rights to the work and so only your employer can decide to apply a Creative Commons license. If you made the work under an agreement, you need to check

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15   This   section   is   taken   from
http://wiki.creativecommons.org/Before_Licensing.

the terms of that agreement to see if the rights to the work were transferred to someone else.

If you are combining pre-existing works made by other people (unless those works are in the public domain, and thus there is no one from whom permission is required) or working in conjunction with other people to produce something, you need to make sure that you have express and explicit permission to apply a Creative Commons license to the end result (unless your use of the pre-existing works constitutes fair use, and thus no permission is required). You don't have this kind of permission in the case of, say, a Madonna CD or a Italo Calvino novel, that you purchase, because these are made available under "all rights reserved" copyright. You can only secure this kind of permission if you are in direct contact with the person, discuss Creative Commons licensing with them and they agree to a specific license; of course, if you are combining a work that is already Creative Commons-licensed then you will also have the rights, provided your use is consistent with the terms of that license!

C. MAKE SURE YOU UNDERSTAND HOW CREATIVE COMMONS LICENSES OPERATE

Before you apply a Creative Commons license to your work, you should make sure you understand how they operate. You can do this by reviewing the FAQ and/or ask specific questions and voice your concerns on our discussion fora. Below is an overview of some of the key elements of the Creative Commons licensing model.

How does a Creative Commons license operate?

Creative Commons license are based on copyright. So it applies to all works that are protected by copyright law. The kinds of works that are protected by copyright law are books, websites, blogs, photographs, films, videos, songs and other audio & visual recordings, for example. Software programs are also protected by copyright but, as explained in the FAQ, we strongly recommend that you do not apply a Creative Commons license to software.

Creative Commons licenses give you the ability to dictate how others may exercise your copyright rights–such as the right of others to copy your work, make derivative works or adaptations of your work, to distribute your work and/or make money from your work. They do not give you the ability to restrict anything that is otherwise permitted by exceptions or limitations to copyright–including, importantly, fair use or fair dealing–nor do they give you the ability to control anything that is not protected by copyright law, such as facts and ideas.

Creative Commons licenses attach to the work and authorize everyone who comes in contact with the work to use it consistent with the license. This means that if Bob has a copy of your Creative Commons-licensed work, Bob can give a copy to Carol and Carol will be authorized to use the work consistent with the Creative Commons license. You then have a license agreement separately with both Bob and Carol.

Creative Commons licenses are expressed in three different formats: the Commons Deed (human-readable code), the Legal Code (lawyer-readable code); and the metadata (machine readable code). You don't need to sign anything to get a Creative Commons license–just select your license at our 'License' page.

One final thing you should understand about Creative Commons licenses is that they are all non-exclusive. This means that you can permit the general public to use your work under a Creative Commons license and then enter into a separate and different non-exclusive license with someone else, for example, in exchange for money.

What if I change my mind?

This is an extremely important point for you to consider. Creative Commons licenses are non-revocable. This means that you cannot stop someone, who has obtained your work under a Creative Commons license, from using the work according to that license. You can stop offering your work under a Creative Commons license at any time you wish; but this will not affect the rights with any copies of your work already in circulation under a Creative Commons license. So you need to think carefully when choosing a Creative Commons license to make

sure that you are happy for people to be using your work consistent with the terms of the license, even if you later stop distributing your work.

For some creators and/or licensors, this is not an important issue. If you are an amateur photographer, and you've just taken a cool picture of Mt. Fuji, there may be little risk to you if you decide to make it available under our freest license that reserves only the right of attribution. But if you're a musician who depends upon your music for your livelihood, you should think carefully before giving away commercial rights to your creative work. Many musicians have discovered that offering work for noncommercial use can be quite rewarding. But anything beyond that requires careful consideration. We all admire generous souls. But if you want to be generous, we want you to think carefully about it before you are.

D. BE SPECIFIC ABOUT WHAT YOU ARE LICENSING

You need to be specific about exactly what you are CC-licensing when you apply the Creative Commons license to your work. We give you the option of identifying the format of the work in the metadata (text, audio, video, image, interactive) and you should use this. This enables more precise machine-readable language.

However, you should also think about exactly which elements of your work you are licensing. For example, in the case of a website, are you licensing just the text and images? Or also the stylesheets and the code that run the site? Similarly, if you make CC-licensed music available for download on your site, does the Creative Commons license apply to both the musical composition and the sound recording as well as any artwork and graphics at your site? And remember, as discussed under "Make sure you have the rights" above, you need to make sure you have the rights to each element that you license under a Creative Commons license.

Take a moment to think about exactly what you are intending to license and then frame your metadata and legal

notice accordingly, eg. "All images at this site are licensed under a Creative Commons [insert description] 2.5 license."

E. ARE YOU A MEMBER OF A COLLECTING SOCIETY? IF SO, DOES IT ALLOW YOU TO CC-LICENSE YOUR WORKS?

You need to check with your society. Currently, many of the collecting societies in Australia, Finland, France, Germany, Luxembourg, Spain, Taiwan and the Netherlands take an assignment of rights (or in France what is called a "mandate" of rights that nonetheless has the same effect practically as an assignment) from you in present and future works (so that they effectively become the owner of these rights) and manage them for you. So if you are already a member of a collecting society in one of these jurisdictions, you may not be entitled to license your work yourself under a Creative Commons license because the necessary rights are not held by you but by the collecting society. Please also read the FAQ on the website of the Creative Commons project team for your jurisdiction for more information about this issue in your jurisdiction.

Creative Commons is reaching out to collecting societies in those jurisdictions where this problem arises to try to find a solution that enables creators of content to enjoy the benefits both systems offer.

3. HOW TO CHOOSE THE MOST SUITABLE LICENSE

A. REGARDING THE CLAUSES OF THE LICENSES

First of all, it is important not to be fooled by the idea that the terms of the license shall also constrain the licensor. It is a fairly widespread misconception that an author applies a license with the possibility to modify the work for fear of being unable to modify it; or that he applies a license with the possibility to commercialize the work because in the future he intends to commercialize it.

Such an approach makes little sense and reflects confusion on the basic functioning of the licenses. Let's keep in mind that the essential function of licensing is to communicate to

licensees which uses are granted freely and under what conditions. The licensor, as the copyright holder, always has the possibility to do what is not permitted by the license. On the other hand, the criterion for the selection of certain types of clauses is usually reversed: if I choose the term "non-commercial" it is precisely because I want to reserve the right to commercialize the work for myself (or possibly for a publisher or an agency with whom I have contractual relationships), forbidding the commercialization to others.

The same applies to the "No Derivatives" clause.

B. REGARDING THE UPDATING OF THE LICENSES

From the point of view of the licensor, we can say that it is best to choose to apply the most recent available license, so that you can take advantage of the processing implemented by the Creative Commons team of lawyers. It follows that in the case of the publication of a new version of the license, it is recommended to update the notice of the recall and the link to the license.

But we cannot exclude cases where the licensor considers that an older version of the license is better and he does not want to update the copyright notice.

C. REGARDING THE JURISDICTION

The choice of jurisdiction is one of the most delicate aspects, since it requires some rudiments of international law. Moreover, the legal aspect is further complicated by the social and technological one; since Creative Commons licenses tools are designed primarily for the digital world, it is really difficult to circumscribe the life of the license to a specific jurisdiction in advance.

Let us explain better. Firstly, we consider that the criterion for choosing the most appropriate jurisdiction is not so much what the nationality of the licensor is, but rather the context in which the work will play the main part of his life. Thus, in a hypothetical case, if we have an Italian author who writes a novel in French, but the novel is primarily intended for the

Belgian market, then the Belgian jurisdiction will be the most indicated one. That is true at least in principle, but consider that the choice of jurisdiction involves some significant legal consequences: in fact, in a potential litigation about the use of the work, we must refer to the rules of Belgium, and in some cases be ready to start a civil case before a Belgian court.

It is very difficult even for experts to make assessments, since in the current globalized world of communications no one can predict for sure in what context the work will circulate predominantly in and for how long.

These – mind you – are rather theoretical and hypothetical reflections; for a correct diagnosis it is necessary to assess each situation. In most cases using an "unported" license written for an international audience is the most reasonable choice, and is the default in many systems that utilize Creative Commons licensing.

4. LEGAL SUGGESTIONS

Let's start with a simple but fundamental logical assumption, which is connected with the above about the underlying mechanisms of licenses. Since for centuries the reference model for the management of copyright has been the "all rights reserved" model, it follows that any work in which we run into responds to the model of full protection, whether a specific warning is shown or not. In other words, if surfing on the web we find a picture, text, music and we have no assurance that the rights holder has authorized their free use in some way, we must refrain from any operation, in orther to protect ourselves from possible injunctions and litigation for copyright infringement.

Consequently, moving to the perspective of the rights holder, if we allow certain free uses of our work we should mention explicitly and clearly, so that any user (even random) of our work can understand our choice and can take advantage of it.

A. THE COPYRIGHT NOTICE

Whether works are in digital format, or they are distributed on a physical medium, the most banal and the most intuitive solution is to put an appropriate notice about copyright in the work (or inextricably linked) to specify the three essential pieces of information: the name of the rights holder, the year of publication of the work (i.e. the year in which the rights began to be exercised) and the type of license applied to the work.

A correct example of copyright notice could be:

> *Copyright © Joseph Green 2011*
> *This work is licensed under a Creative Commons Attribution –*
> *Non Commercial – Share Alike 3.0 license.*
> *The text of the license is available at*
> *http://creativecommons.org/licenses/by-nc-sa/3.0*

We should not forget any of these details and include the link correctly and completely. An inaccurate disclaimer (or a self-contradictory one) would undermine the function of communicating information with any legal value.

However, we consider that, in the case of Creative Commons licenses applied through the insertion of HTML code into web pages (see details in the next section), a draft of copyright notice appears at the bottom of our page. Nothing prohibits us from enriching this brief text with more information or from embellishing it by replacing certain words. What matters is that the section with the link to the license remains intact and the end result is clear and consistent with what needs to be expressed.

B. USE OF LOGOS AND "VISUALS"

As we have seen, Creative Commons has put a lot of emphasis on the semantic effectiveness of the visuals, that is those small icons and buttons with which their evocative graphics identify the licenses and other various tools of Creative Commons. In addition to those related to individual clauses,

there is a generic one (and perhaps the most common one) with the symbol of Creative Commons that is the double circled C, and the sentence "some rights reserved".

Otherwise, it is important to bear in mind that these are elements that primarily have the purpose to embellish and disseminate, so that users can understand and recognize more effectively licenses and other instruments in the world of Creative Commons. However, logos and visuals do not have a legally-significant value in the sense that only using one of these visuals may not be sufficient to explain the willingness of the licensee if they are not tied to an appropriate disclaimer or (when possible) to a link to the text of that license.

Let's look at the perspective of a generic user of our Creative Commons licensed work, who, without knowing in the least what a Creative Commons license is, gets a CD or a book that only shows the visual information to the license or – even worse – the generic button with the double C circled and the words "some rights reserved". With these general directions the user cannot easily trace the real will of the licensor, and therefore the function of the visual information will not be sufficient. Instead, the issue is different if we move in the digital and online environment; if it is a work published on the Web, a simple button may be sufficient to inform the user when clicking on the button the text of a disclaimer or directly the license's text (either the "commons deed" or "legal code") appears clearly and immediately.

The issue becomes even more delicate if we make some considerations when it comes to trademark law and protection of distinctive signs.

Indeed, as stated on the official web-page for the policies for using the CC trademarks, «the double C in a circle, the words and

logotype "Creative Commons," Creative Commons license buttons, and any combination of the foregoing, whether integrated into a larger whole or standing alone, are Creative Commons' trademarks.»[16]. The purpose is to clarify that all brands (logos, trademarks, visuals) are subject to legal protection, and that the right holder is the Creative Commons Corporation. The users of the tools offered by Creative Commons can use them freely, but in strict compliance with the policies dictated by the body.

On the use of the Creative Commons logo, the aforementioned page dedicated to the policies explains that «Creative Commons licenses the use of its trademarked CC logo in the context of its Public Copyright License Marks (shown immediately to the right) on the condition that licensee use the mark solely to point to a Creative Commons license or Commons deed on the Creative Commons server or otherwise uses it to describe the Creative Commons license that applies to a particular work; and provided that, to the extent the licensee is using the mark in an online environment, licensee does not alter or remove the hyperlink embedded in such logo as made available on Creative Commons webpage»[17].

Despite Creative Commons has shown some flexibility and tolerance in the use of its logos, we always have to keep in mind that any unauthorized use of a mark may entail – in principle – a legal dispute. So it is always advisable to strictly adhere to the policies of Creative Commons. For other uses not provided in the policies it is better to contact the project leaders to obtain specific authorization.

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16   http://creativecommons.org/policies.

17   http://creativecommons.org/policies.

5. THE GUIDED PROCESS FOR CHOOSING A LICENSE

For those who have not yet acquired sufficient familiarity with the licenses, Creative Commons has developed an interactive process to choose and apply a license which is the closest to the licensor's needs: it is in the official web site at http://creativecommons.org/choose/.

Let us observe how the screen-shot appears at the beginning of the guiding procedure:

In essence, to make things simpler and more intuitive the site presents some questions to deduce which of the six Creative Commons licenses best serves our needs as licensors.

The first question is "Do you allow commercial uses of your work?" and there are two possibile answers: "yes" or "no".

The second question is "Do you allow modifications of your work?" and offers three possible answers: "yes", "no" and "yes, as long as others share alike".

Subsequently, the screen provides the option to choose the jurisdiction. Scrolling down, all the countries of the world (precisely, the countries where the porting of licenses has been completed) appear. Then we can choose the most appropriate jurisdiction, based on the criteria we have mentioned above. It is also possible, however, not to indicate any particular jurisdiction, leaving "none of the above" highlighted. This is suitable for example in cases where it is not possible to make objective assessments about which jurisdiction will be prevalent for the life of our work, and therefore we will use an "unported" license; it will be up to those who will analyze the specific case (judges, lawyers, consultants) to identify the correct jurisdiction and applicable law.

Finally, there is also a part aimed to gather some additional information about the work through some open fields that the licensor can fill in or leave blank.

The data that he decides to enter will later be incorporated within the metadata constituting the digital code; of course, if you want to make your work readily available and recognizable you should provide as much information as possible.

The fields to be filled in relate to:

• the format of the work (audio, video, image, text, interactive or otherwise);

• the title of the work;

• the name of the author or copyright holder that the users of the work should state in compliance with the provision Attribution (present in all the six licenses);

• the URL (the specific web address) that will link those who use or redistribute the work;

• the source from which the work is extrapolated (in the case of a work that already comes from another previously published one);

• the exact address of the web page where the licensor can possibly claim to allow other uses, in addition to those already granted by the license choice.

Once you have filled in everything that you are interested in, you can click on the "select a license" button and you will be forwarded to the page where the license which corresponds to your preferences is, with the following screen-shot:

The requested license is present in the first part of the screen-shot and here there is one more choice to make: it is a purely aesthetic choice, i.e. which of the three types of buttons you prefer to show on your web page. Once you have checked the option, click on "Watch how the license will be" then you can see the Commons Deed as it will be seen by the users when they view your web page.
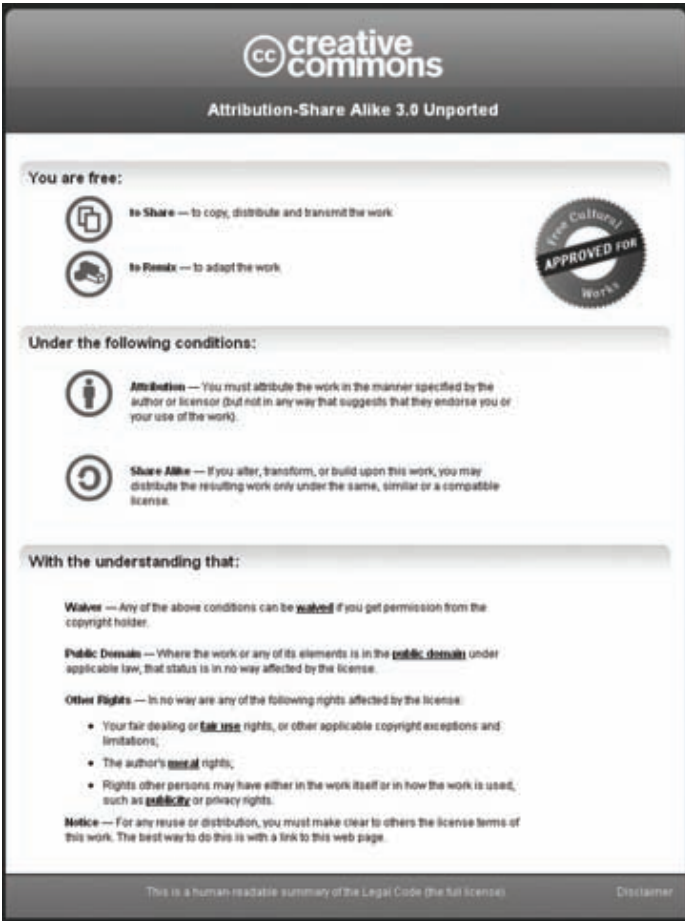
Looking at the Commons Deed obtained, all the elements which we discussed in these pages can be found: the name of the license written in full, the complete version and jurisdiction (also highlighted by the flag information that appears at the top right), the division license in two main parts: the first part related to the freedom for the licensee; and the second part related to the conditions set by the licensor with some

additional clarifications, inserted at the end of the text. Finally, we find the link to the Legal Code form of the license.

Obviously, if you were about to publish a work on a physical medium (such as a book, a CD or a DVD) instead of online and you wanted to use the Commons Deed as your disclaimer, it is highly advisable to add a statement at the end of the text showing the full web address to which the user can find the Legal Code. This way, if a user is not aware of Creative Commons and he had a book, a CD or a DVD with this Commons Deed inserted, he would be able to read and to ascertain the conditions that you have put on the work, by reading the full text of the license.

6. TECHNICAL SUGGESTIONS

Technical issues related to the dissemination of works under Creative Commons licenses are complementary to each other and can vary depending on the point of view from which we consider them: if you are a writer or producer, it is in your interest to ensure proper enforcement of CC licenses so that those looking for works released with a certain type of license can find your work more easily. However, if we are on the other side (i.e., on the side of the user who looks for works under CC licenses), we can do our research and selection better if the licensor has applied the license to the work, observing all the necessary technical precautions. As you can imagine, the following considerations are attributable solely to works published in digital format and disseminated through the Internet. So they do not relate solely to works published on material supports.

There are several ways to publish and distribute files of your work online, some that require a certain familiarity and awareness of internet technologies, others which are simpler and more intuitive. Recently, with the advent of the so-called "web 2.0", there are different services that offer an integrated set of choices (webspace to host the file, more advanced tagging and licensing processes, etc). We cannot, of course, provide a

complete overview of all the available services with their current mode of operation. We therefore limit our discussion to some basic principles to clarify and analyze the most common services, referring to other sources for further discussion of the distinctive features.

The license choosing process we have discussed above is intended to provide a set of metadata, identifying the license we choose. By inserting these code lines in the HTML structure of our website, we will see the usual copyright notice and the button with a link to the the license's Commons Deed at the bottom of the page.

Therefore, if we assume we would release a movie licensed with CC, and we already have our website, we have to do the following: create a special webpage, insert the video file, display the page in "code mode", copy (by the classic "ctrl-c" command) the lines of metadata provided at the end of the choosing process, paste (by the classic "ctrl-v" command) metadata at the end of your HTML page, before "</ body> </ html>". This process is based on a system known in technical terms as Resource Description Framework (RDF)[18] and it uniformly works for all kinds of files because it does not directly operate on the code of the file, but on the web page that hosts the file.

A. MARKING CREATIVE COMMONS WORKS: GENERAL ASPECTS[19]

It is also recommended thatyou display the license within the work itself, especially if your content will be shared online

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18   «The Resource Description Framework (RDF) is a family of World Wide Web Consortium (W3C) specifications originally designed as a metadata data model. It has come to be used as a general method for conceptual description or modeling of information that is implemented in web resources, using a variety of syntax formats.» This definition is taken from http://en.wikipedia.org/wiki/Resource_Description_Framework.

19   This section is partially taken from the document published at http://wiki.creativecommons.org/images/6/61/Creativecommons-licensing-and-marking-your-content_eng.pdf.

or displayed in a physical medium. Different types of content will have different limitations, but your marker should contain:

> 1. The full URL (link) to the license.
> *Example: http://creativecommons.org/licenses/by/3.0/us/*
> 2. Optionally, the Creative Commons license icons, including the CC logo.

CC icons may be downloaded from the Press Kit page at http://creativecommons.org/about/downloads. Markers and video bumpers are available on the CC wiki, but you can also make your own.

You may also want to include a copyright notice stating the author(s) and date of creation. The phrase "some rights reserved" may be used to differentiate from the default "all rights reserved" copyright notice.

Since each CC license represents a different set of permissions and restrictions, it is important to note the specific license used.

Displaying only the c icon, "Creative Commons", or "some rights reserved" is insufficient, always include the full URL.

In order for others to credit you for your work, it is preferable to provide an attribution name and URL. If your work is a derivative or remix, you must also properly attribute the original creator(s).

Unless the creator(s) has specified otherwise, displaying his name(s) and an URL (if applicable) is adequate attribution.

B. MARKING SPECIFIC KINDS OF FILES[20]

Text-based documents should contain a CC marker – a graphic or line of text stating the license – wherever a copyright notice would go, such as in a footer or on a cover page. For documents containing images, markers should ideally include

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20   This section is partially taken from the document published at http://wiki.creativecommons.org/images/6/61/Creativecommons-licensing-and-marking-your-content_eng.pdf.

the CC icons and the full URL to the license. For plain text documents, the CC icons may be replaced with the name of the license (e.g. Creative Commons Attribution-Noncommercial) or the abbreviation (e.g. CC BY-NC). In both cases the full URL to the license should be included. A copyright notice stating the author(s), date, and copyright should also be included.[21]

For **images**, a CC marker – a graphic or line of text stating the license – should be displayed on or near the image.

Markers should ideally include the CC icons and the full URL to the license. For plain text captions, the CC icons may be replaced with the name of the license (e.g. Creative Commons Attribution) or the abbreviation (e.g. CC BY). In both cases the full URL to the license should be included. A copyright notice stating the author(s), date, and copyright should also be included.[22]

There are a variety of ways to mark **audio**. One option is an audio bumper – a brief sound clip at the beginning or end of your audio work that states the author(s) and CC license. If you record your own audio bumper, be sure to include the full URL to the license and/or the full name of the license (including version number). A copyright notice stating the author(s), date, and copyright should also be included.[23]

Example Script:

Except where otherwise noted, this work is licensed under *[license]*.

© 2007, *[author]*. Some Rights Reserved.

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21   Sample   markers   may   be   downloaded   at
      http://wiki.creativecommons.org/CC_markers.

22   Sample   markers   may   be   downloaded   at
      http://wiki.creativecommons.org/CC_markers.

23   Sample   bumpers   may   be   downloaded   at
      http://wiki.creativecommons.org/User_submitted_bumpers.

Another way to mark audio is with a CC marker – a graphic or line of text stating the license – next to the file (on a webpage) or in the liner notes (for physical media). For more information about CC markers, see Marking Image above.

Video should contain a video bumper – a notice at the beginning or end of your video that states the author(s) and CC license. If you make your own video bumper, be sure to include the CC license icons (including the CC logo) and the full URL to the license. The CC icons may be replaced with the name of the license or the abbreviation. A copyright notice stating the author(s), date, and copyright should also be included.[24]

Another way to mark video is with a CC marker – a graphic or line of text stating the license – next to the file (on a webpage) or in the liner notes (for physical media). For more information about CC markers, see Marking Image above.

C. PUBLISHING YOUR WORK THROUGH A SOCIAL NETWORKING SITE OR A FILE SHARING SYSTEM[25]

Social networking sites like YouTube, Flickr and MySpace are a popular option for publishing and distributing content. Some sites like Flickr (photo sharing), ccMixter (community music and remix), and Scribd (document sharing) allow you to select a license for your work from within the website itself. For sites lacking this functionality, we recommend cutting and pasting the HTML code generated by our license chooser (http://creativecommons.org/license/) into the description field so that users know that your work is CC licensed.

Finally, there is always the possibility to use file-sharing programs such as Emule, Morpheus, BearShare, with which we share other types of files. Thus, we can spread our works also putting these files in the sharing folder of our software; this way

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24   Sample   bumpers   may   be   downloaded   at
      http://wiki.creativecommons.org/User_submitted_bumpers.

25   This section is partially taken from the document published at
      http://wiki.creativecommons.org/images/6/61/Creativecommons-
      licensing-and-marking-your-content_eng.pdf.

those who are connected to the same peer-to-peer network will see our files. Some of them also have a search option to search files containing RDF metadata.[26] If we want to make it even more visible to users that the work is licensed under Creative Commons, we can also write it in the name of the file, possibly using the most common abbreviations (eg "CC by-nc-sa" to report a work licensed under Creative Commons Attribution – Non Commercial – Share Alike).

D. FINDING WORKS UNDER CREATIVE COMMONS LICENSES

If we click "find" on the homepage of www.creativecommons.org, we are immediately redirected to the web-page http://search.creativecommons.org. Here is a page created by Creative Commons to facilitate searching for works released under CC. In the search field you can enter one or more keywords and even specify what you want to do with the work, only by checking the two options on the right: 1) "I want something that I can use for commercial purposes"; 2) "I want something that I can modify, adapt, or build upon".

A search initiated via this page will use Google or other search engines that can conduct a specific search on contents with Creative Commons licenses.

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26   Metadata is machine-readable information embedded within a digital file. Properly formatted metadata can communicate CC license information to your computer, MP3 player, ebook reader,etc. Some formats (such as MP3 and SVG) support license metadata better than others. Creative Commons supports the use of XMP for embedding and retrieving standardized, media specific metadata. More technical details at http://wiki.creativecommons.org/XMP.

Finally, we can look for a more immediate way through some versions of Mozilla Firefox, which incorporate a small search field in the top right, next to the web address. Clicking on the drop down (which as the default option usually gives the "G" in Google) there is the symbol with the double C of Creative Commons.

APPENDIX I
THE COMMONS DEEDS
OF THE LICENSES
(release 3.0, unported version)

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Under the following conditions:

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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.

This is a human-readable summary of the Legal Code (the full license).   Disclaimer

taken from
http://creativecommons.org/licenses/by-nc-nd/3.0

APPENDIX II
THE PAGE ABOUT CREATIVE COMMONS ON WIKIPEDIA[27]

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[27]   This appendix is a modified version of the text we found at http://en.wikipedia.org/wiki/Creative_Commons on August 13, 2010.

Creative Commons (CC) is a non-profit organization headquartered in Mountain View, California, United States devoted to expanding the range of creative works available for others to build upon legally and to share. The organization has released several copyright-licenses known as Creative Commons licenses free of charge to the public. These licenses allow creators to communicate which rights they reserve, and which rights they waive for the benefit of recipients or other creators. An easy to understand one-page explanation of rights, with associated visual symbols, explains the specifics of each Creative Commons license. This simplicity distinguishes Creative Commons from an all rights reserved copyright. Creative Commons was invented to create a more flexible copyright model, replacing "all rights reserved" with "some rights reserved". Wikipedia is one of the notable web-based projects using one of its licenses.

The organization was founded in 2001 by Larry Lessig, Hal Abelson and Eric Eldred with support of the Center for the Public Domain. The first set of copyright licenses were released in December 2002. In 2008, there were an estimated 130 million works licensed under Creative Commons. Creative Commons is governed by a board of directors and a technical advisory board. Esther Wojcicki, journalism teacher from Palo Alto, CA, is currently the chair of the board. Creative Commons has been embraced by many as a way for content creators to take control of how they choose to share their intellectual property. There has also been criticism that it doesn't go far enough.

AIM AND INFLUENCE

Creative Commons has been described as being at the forefront of the copyleft movement, which seeks to support the building of a richer public domain by providing an alternative to the automatic "all rights reserved" copyright, dubbed "some rights reserved." David Berry and Giles Moss have credited Creative Commons with generating interest in the issue of

intellectual property and contributing to the re-thinking of the role of the "commons" in the "information age". Beyond that, Creative Commons has provided "institutional, practical and legal support for individuals and groups wishing to experiment and communicate with culture more freely."

Creative Commons works to counter what the organization considers to be a dominant and increasingly restrictive permission culture. According to Lawrence Lessig, founder of Creative Commons, it is "a culture in which creators get to create only with the permission of the powerful, or of creators from the past". Lessig maintains that modern culture is dominated by traditional content distributors in order to maintain and strengthen their monopolies on cultural products such as popular music and popular cinema, and that Creative Commons can provide alternatives to these restrictions.

GOVERNANCE

The current CEO of Creative Commons is Catherine Casserly. Mike Linksvayer is Vice President and Diane Peters is the General Counsel.

BOARD

The current Creative Commons Board include: Hal Abelson, Glenn Otis Brown, Michael W. Carroll, Caterina Fake, Davis Guggenheim, Joi Ito, Lawrence Lessig, Laurie Racine, Eric Saltzman, Molly Shaffer Van Houweling, Jimmy Wales, and Esther Wojcicki (Chair).

TECHNICAL ADVISORY BOARD

The Technical Advisory Board includes five members: Hal Abelson, Ben Adida, Barbara Fox, Don McGovern and Eric Miller. Hal Abelson also serves on the Creative Commons Board.

AUDIT COMMITTEE

Creative Commons also has an Audit Committee, with two members: Molly Shaffer Van Houweling and Lawrence Lessig. Both serve on the Creative Commons Board.

TYPES OF CREATIVE COMMONS LICENSES

There are six major licenses of the Creative Commons:

- Attribution (CC-BY)
- Attribution – Share Alike (CC-BY-SA)
- Attribution – No Derivatives (CC-BY-ND)
- Attribution – Non Commercial (CC-BY-NC)
- Attribution – Non Commercial – Share Alike (CC-BY-NC-SA)
- Attribution – Non Commercial – No Derivatives (CC-BY-NC-ND)

There are four major conditions of the Creative Commons: Attribution (BY), requiring attribution to the original author; Share Alike (SA), allowing derivative works under the same or a similar license (later or jurisdiction version); Non-Commercial (NC), requiring the work is not used for commercial purposes; and No Derivatives (ND), allowing only the original work, without derivatives.

As of the current versions, all Creative Commons licenses allow the "core right" to redistribute a work for non-commercial purposes without modification. The NC and ND options will make a work non-free.

Additional options include the CC0 option, or "no rights reserved." For software, Creative Commons has three available licenses: the BSD License, the CC GNU LGPL license, and the CC GNU GPL.

JURISDICTION PORTS

The original non-localized Creative Commons licenses were written with the U.S. legal system in mind, so the wording could be incompatible within different local legislations and render the licenses unenforceable in various jurisdictions. To address this issue, Creative Commons International has started to port the various licenses to accommodate local copyright and private law. As of May 2010, there are 52 jurisdiction-specific licenses, with 9 other jurisdictions in drafting process, and more countries joining the worldwide project.

CRITICISM

GENERAL CRITICISM

Péter Benjamin Tóth asserts that Creative Commons' objectives are already well served by the current copyright regime, and that Creative Commons' "some rights reserved" slogan, as against Copyright's "all rights reserved", creates a false dichotomy. "Copyright provides a list of exclusive rights to the rightholder, from which he decides which ones he wishes to "sell" or grant and which to retain. The "some rights reserved" concept is therefore not an alternative to, but rather the very nature of classical copyright." Other critics fear that Creative Commons could erode the copyright system over time.

Some of Creative Commons' critics support revision of the copyright act, but believe Creative Commons to be merely a contractual quick fix that dissuades the public from mobilizing toward a real revision of the Copyright Act and copyright term lengths. Others, such as Jeffrey Harrison, believe the Creative Commons system to be too lax, and caution against "allowing some of our most precious resources – the creativity of individuals – to be simply tossed into the commons to be exploited by whomever has spare time and a magic marker."

Other critics question whether Creative Commons licenses are truly useful for artists, suggesting that Creative Commons is directed mainly toward a "remix culture" that often fails to account for the real needs, such as financial compensation and recognition, of fine artists, especially in the visual arts world. Some critics also worry that a system that does not allow authors to obtain a reward for their creations will cause some artists to avoid sharing their work.

Creative Commons founder Lawrence Lessig counters that copyright laws have not always offered the strong and seemingly indefinite protection that today's law provides. Rather, copyright's duration used to be limited to much shorter terms of years, and some works never gained protection because they did not follow the now-abandoned compulsory format.

Another critic questions whether Creative Commons can really be the commons that it purports to be, given that at least some restrictions apply to people's ability to use the resources within the common field. The is restricted entirely within the private rights of others and has nothing to do with rights shared by all. Creative Commons also does not define "creativity" or what aspects a work requires in order to become part of the commons.

Critics such as David Berry and Giles Moss also argue that the founding of Creative Commons is not the proper mechanism for creating a commons of original content. Rather, a commons should be created, and its presence preserved, through the political process and political activism, not through lawyers writing down new rules.

LICENSE PROLIFERATION AND INCOMPATIBILITY

Critics have also argued that Creative Commons worsens license proliferation, by providing multiple licenses that are incompatible. The Creative Commons website states, "Since each of the six CC licenses functions differently, resources placed under different licenses may not necessarily be combined with one another without violating the license terms." Works licensed under incompatible licenses may not be recombined in a derivative work without obtaining permission from the license-holder. Some worry that "without a common legal framework, works which inadvertently mix licenses may become unshareable."

LICENSE MISUSE

Some copyright holders have complained that internet users erroneously brand their copyrighted works with Creative Commons licenses, then re-upload the works to the internet. Critics assert that this stems from rampant user-confusion about the licenses. At present, there are no checks in place to hold users accountable for mislicensing.

Although Creative Commons offers multiple licenses for different uses, some critics suggest that the licenses still do not

address the differences among the media or among the various concerns that different authors have. For example, one critic points out that documentary filmmakers could have vastly different concerns from those held by a software designer or a law professor. Additionally, people wishing to use a Creative Commons-licensed work would have to determine if their particular use is allowed under the license or if they need additional permission.

Lessig wrote that the point of Creative Commons is to provide a middle ground between two extreme views of copyright protection–one demanding that all rights be controlled, and the other arguing that none should be controlled. Creative Commons provides a third option that allows authors to pick and choose which rights they want to control and which they want to relinquish. The multitude of licenses reflects the multitude of rights that can be passed on to subsequent creators.

THE FREE SOFTWARE FOUNDATION

Some Creative Commons licenses do not meet the standards of the Free Software Foundation and other free content organizations. Specifically, the Creative Commons NC license has been denounced by FSF founder Richard Stallman because, he says, it denies users a "basic freedom" to reuse materials as they see fit.

Mako Hill asserts that Creative Commons fails to establish a "base level of freedom" that all Creative Commons licenses must meet, and with which all licensors and users must comply. "By failing to take any firm ethical position and draw any line in the sand, CC is a missed opportunity.... CC has replaced what could have been a call for a world where 'essential rights are unreservable' with the relatively hollow call for 'some rights reserved.'" Some critics fear that Creative Commons' popularity may detract from the more stringent goals of other free content organizations.

OTHER CRITICISMS OF THE NON-COMMERCIAL LICENSE

Other critics, such as Erik Moeller, raise concerns about the use of Creative Commons' non-commercial license. Works distributed under the Creative Commons Non-Commercial license are not compatible with many open-content sites, including Wikipedia, which explicitly allow and encourage some commercial uses. Moller explains that "the people who are likely to be hurt by an -NC license are not large corporations, but small publications like weblogs, advertising-funded radio stations, or local newspapers."

Lessig responds that the current copyright regime also harms compatibility and that authors can lessen this incompatibility by choosing the least restrictive license. Additionally, the non-commercial license is useful for preventing someone else from capitalizing on an author's work when the author still plans to do so in the future.

DEBIAN

The maintainers of Debian, a GNU and Linux distribution known for its rigid adherence to a particular definition of software freedom, do not believe that even the Creative Commons Attribution License, the least restrictive of the licenses, adheres to the Debian Free Software Guidelines (DFSG) due to the license's anti-DRM provisions (which could restrict private redistribution to some extent) and its requirement in section 4a that downstream users remove an author's credit upon request from the author.

As the other licenses are identical to the Creative Commons Attribution License with further restrictions, Debian considers them non-free for the same reasons. There have been efforts to remove these problems in the new version 3.0 licenses, so they can be compatible with the DFSG. In contrast to the CC-SA 2.0 license, version 3.0 is considered to be compatible to the DFSG.

LEGAL CASES

DUTCH TABLOID

A Creative Commons license was first tested in court in early 2006, when podcaster Adam Curry sued a Dutch tabloid who published photos without permission from his Flickr page. The photos were licensed under the Creative Commons Non-Commercial license. While the verdict was in favor of Curry, the tabloid avoided having to pay restitution to him as long as they did not repeat the offense. An analysis of the decision states, "The Dutch Court's decision is especially noteworthy because it confirms that the conditions of a Creative Commons license automatically apply to the content licensed under it, and bind users of such content even without expressly agreeing to, or having knowledge of, the conditions of the license."

VIRGIN MOBILE

In 2007, Virgin Mobile launched a bus stop ad campaign promoting their cellphone text messaging service using the work of amateur photographers who uploaded their work to Flickr using a Creative Commons-BY (Attribution) license. Users licensing their images this way freed their work for use by any other entity, as long as the original creator was attributed credit, without any other compensation required. Virgin upheld this single restriction by printing a URL leading to the photographer's Flickr page on each of their ads. However, one picture, depicting 15 year-old Alison Chang at a fund-raising carwash for her church, caused some controversy when she sued Virgin Mobile. The photo was taken by Alison's church youth counselor, Justin Ho-Wee Wong, who uploaded the image to Flickr under the Creative Commons license. In 2008, the case was thrown out of court for lack of jurisdiction.

CC-MUSIC – SPANISH COURT (2006)

The issue in this case was not whether the CC license was enforceable, but instead whether the major collecting society in Spain could collect royalties from a bar that played CC-licensed

music. In this case, the main Spanish collecting society –
Sociedad General de Autores y Editores ("SGAE") sued a disco
owner for the public performance of music managed by the
collecting society. However, the Lower Court rejected the
collecting society's claims because the owner of the bar proved
that the music he was using was not managed by the society,
since it was under CC licence.

APPENDIX III
HOW TO PUBLISH[28]

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[28] This appendix is a modified version of the text we found at http://en.wikipedia.org/wiki/Creative_Commons on August 13, 2010.

Audio

Specific Sites

Internet Archive

You can quickly and easily publish your audio files to the Internet Archive by visiting http://www.archive.org/create/, which includes a license selection step.

For large files (>500MB), you may wish to use our CC Publisher application. CC Publisher is a tool that does two things: it will help you tag your audio files with information about your license and it allows you to upload Creative Commons-licensed audio and video works to the Internet Archive for free hosting.

CC Publisher is available for Windows, Mac OS X and Linux operating systems. Download links and installation instructions can be found on the CC Publisher page.

Using CC Publisher

Step one: Dragging your songs into CC Publisher
Start the CC Publisher application and hit Next on the introductory screen. The process starts by adding your files to be tagged/uploaded. You can use the browse function to find the files, or simply drag and drop as many files that you would like to license (all with the same license) and upload (all into the same collection at Internet Archive).

Step two: Adding information about your works
The next screen will ask for information about your recording or video, which will help others find it at the archive and build up the metadata in your audio files

Step three: Choose your license
CC Publisher lets you choose one of several license types and the options for each.

Step four: Logging into the Internet Archive
To upload your works to the Internet Archive, you'll need an account there to associate your files with. If you don't have an

account there, there is a handy button within CC Publisher that will launch a web browser and allow you to join it.

Step five: Start your upload to the Archive
The final step is to upload your works to the Internet Archive. Depending on your connection and the size of files you are uploading, this step can take anywhere from a few seconds to several hours.

Step six: All done!
When your upload is complete, the Publisher application will furnish you with a URL that should be live within 24 hours at the Archive.

Soundclick

Step one: Sign up at SoundClick
SoundClick is a music website that features both signed and unsigned bands, offering unlimited storage for your band's music. The easiest way to post music online with a Creative Commons license is to let SoundClick handle all the hosting, posting, and licensing for you. Start by signing up a new (free) account at SoundClick.

Step two: Add information about your band
SoundClick offers plenty of ways for you to add additional information about your music. Describing your band and the type of music you play will help visitors find your music.

Step three: Upload your song to Soundclick
After adding information about your song, upload it to SoundClick.

Step four: Choose your license at SoundClick
The last step is to apply a license for your uploaded song. Be sure to click the "Yes" option under the first question, to enable the license options for your song.

View your license at SoundClick
Once your song has been uploaded and licensed, go to your SoundClick music page, and you should see a "license" link for each song uploaded, which should link to the license you chose.

Morpheus

Morpheus is a popular windows P2P file-sharing application with support for locating and displaying Creative Commons licenses on audio files. The following steps describe the process to distributing your audio on the Morpheus network.

Step one: Use CC Publisher to add metadata to your music

The first step to getting your music recognized by Morpheus is to embed your license into your songs. Follow our tutorial on using CC Publisher. When you're done either publishing your song to the Internet Archive or your own website, your audio file will have the proper embedded metadata.

Step two: Put your song into Morpheus' Downloads directory

Once you have used CC Publisher, your audio file should have extra metadata embedded. Simply copy the file to your Downloads directory within Morpheus to begin sharing it. Others using the Morpheus client should be able to see your song and search for it.

Finding Creative Commons licensed audio on Morpheus

Search for licensed music at Morpheus

You can search for licensed songs at Morpheus by putting "cc:sampling" into the search field (search for other licenses via "cc:sharing" is coming soon).

Licenses in Search Results

You should see Creative Commons license information in your search results.

View license information in your results

Mousing over individual results will also display any Creative Commons license information. When downloading licensed songs, you may want to verify the files with CC Lookup.

Adding a license to your audio page

Step one: Choose a license

If you already have your own website hosting your music and you'd like to put others on notice that they can use and share your songs, start by choosing a license for your work.

Step two: Copy the code

On the "Mark your content" page of the license process, copy the code provided by highlighting it with your mouse and hitting ctrl-c (command-c on a Mac).

Step three: Paste code into your site

The specifics of the last step will depend on how you edit your website. Most desktop website tools like Dreamweaver, Frontpage, or GoLive offer a "code view" that lets you see the code that makes up your page. Near the end of the page you are hosting music, before you see </body></html>, paste in the code copied in the previous step by clicking the page and hitting ctrl-v (command-v on a Mac).

Video

Internet Archive

You can quickly and easily publish your video files to the Internet Archive using our CC Publisher application. CC Publisher is a tool that does two things: it will help you tag your video files with information about your license and it allows you to upload Creative Commons-licensed audio and video works to the Internet Archive for free hosting.

CC Publisher is available for Windows, Mac OS X and Linux operating systems. Download links and installation instructions can be found on the CC Publisher page.

Using CC Publisher

Step one: Dragging your video into CC Publisher

Start the CC Publisher application and hit Next on the introductory screen. The process starts by adding your files to be tagged/uploaded. You can use the browse function to find the files,

or simply drag and drop as many files that you would like to license (all with the same license) and upload (all into the same collection at Internet Archive).

Step two: Adding information about your works

The next screen will ask for information about your recording or video, which will help others find it at the archive and build up the metadata in your audio/video files.

Step three: Choose your license

CC Publisher lets you choose one of several license types and the options for each.

Step four: Logging into the Internet Archive

To upload your works to the Internet Archive, you'll need an account there to associate your files with. If you don't have an account there, there is a handy button within CC Publisher that will launch a web browser and allow you to join it.

Step five: Start your upload to the Archive

The final step is to upload your works to the Internet Archive. Depending on your connection and the size of files you are uploading, this step can take anywhere from a few seconds to several hours.

Step six: All done!

When your upload is complete, the Publisher application will furnish you with a URL that should be live within 24 hours at the Archive.

Adding a license to your video page

Step one: Choose a license

If you already have your own website hosting your video and you'd like to put others on notice that they can use and share your songs, start by choosing a license for your work.

Step two: Copy the code

On the "Mark your content" page of the license process, copy the code provided by highlighting it with your mouse and hitting ctrl-c (command-c on a Mac).

Step three: Paste code into your site

The specifics of the last step will depend on how you edit your website. Most desktop website tools like Dreamweaver, Frontpage, or GoLive offer a "code view" that lets you see the code that makes up your page. Near the end of the page you are hosting music, before you see </body></html>, paste in the code copied in the previous step by clicking the page and hitting ctrl-v (command-v on a Mac).

Image

Flickr

Step one: Sign up at Flickr

Flickr is an online photo sharing service that offers Creative Commons licenses on your photos. The easiest way to post images online with a Creative Commons license is to let Flickr handle all the hosting, posting, and licensing for you. Start by signing up a new (free) account at Flickr.

Step two: Upload your images to Flickr

Flickr offers a variety of upload tools that work within several popular programs, but the easiest way is to upload them directly through their website.

Step three: Choose a license at Flickr

The last step is to apply a license for all your uploaded photos.

Buzznet

Step one: Sign up at Buzznet

Buzznet is photo hosting service offering Creative Commons licenses for your photos. The easiest way to post images online with a Creative Commons license is to let Buzznet handle all the hosting, posting, and licensing for you. Start by signing up a new (free) account at Buzznet.

Step two: Upload your images to Buzznet

Buzznet lets you upload images directly through their website. Clicking "Post" will take you to the upload page.

Step three: Choose a license at Buzznet

The last step is to apply a license for all your uploaded photos, using the license wizard at Buzznet. Clicking "Dashboard" will take you to the license choosing page, then click "Change default License" to start the wizard.

Adding a license to your photo pages

Step one: Choose a license

If you already have your own website hosting your photos and you'd like to put others on notice that they can use and share your images, start by choosing a license for your work.

Step two: Copy the code

On the "Mark your content" page of the license process, copy the code provided by highlighting it with your mouse and hitting ctrl-c (command-c on a Mac).

Step three: Paste code into your site

The specifics of the last step will depend on how you edit your website. Most desktop website tools like Dreamweaver, Frontpage, or GoLive offer a "code view" that lets you see the code that makes up your page. Near the end of the page you are hosting music, before you see </body></html>, paste in the code copied in the previous step by clicking the page and hitting ctrl-v (command-v on a Mac). If you use custom photo gallery software to display your images, try pasting the code into the "footer" file in your site, or the section of the gallery that controls what the bottom of pages look like.

Text

Blog

Adding a license to your Movable Type Weblog

Step one: Login to Movable Type

You'll want to start by logging into your Movable Type installation, and finding the "Edit Configuration" link for the blog you'd like to license.

Step two: Edit Configuration/Choose license

On the main configuration page, click on the "Preferences" option in the upper right area, then scroll down to the link marked "Create a License now" link. Answer the questions, scroll down to save your configuration, then republish your blog to see a license button added to your site.

Adding a license to Blogger/Blogspot

Step one: Choose a license

Start by choosing a license for your work at the Creative Commons website.

Step two: Copy the code

On the "Mark your content" page of the license process, copy the code provided by highlighting it with your mouse and hitting ctrl-c (command-c on a Mac).

Step three: Paste code into your Blogger Template

Log into the Dashboard of your Blogger blog, click "Layout" then "Edit HTML". Near the end of the template code, before you see </body></html>, paste in the code copied in the previous step by clicking the page and hitting ctrl-v (command-v on a Mac).

Click "Save Template Changes" then republish your blog to add your license to your Blogger site.

Adding a license to Typepad

(Follow the first two steps above to choose a license and copy the code)

Step three: Create a new Typelist

You'll want to create a new Typelist to hold the Creative Commons license code. Log into Typepad, then click on the Typelists tab, and create a new Typelist called CC or Creative Commons, and make it a Link type of list.

Step four: Paste code into your new Typelist

Click "New Item" to add a Typelist item, and paste your license code into the "Notes" area and save the item.

Step five: Change Typelist configuration

Once the item is saved in your new Typelist, click the "Edit Configuration" link for your Creative Commons typelist, then scroll down to the Advanced options, and under "Display Notes" click the "as text" option and save.

Step six: Add Typelist to your blog

The last step is to add the typelist to your blog. Click the "Edit Design" option on your blog, then click the "Content" link and scroll down to the Typelists options, then click your Creative Commons typelist, save, then republish your blog to add the license.

Adding a license to LiveJournal

(Follow the first two steps above to choose a license and copy the code)

While logged in, go to the LiveJournal homepage and look at the header.

- If it's a personal blog, choose "Journal" then "Journal style".
- If it's a community, choose "Communities" then "Manage," and for the community you want to mark, click "[Journal Style]" on the right.

On the right, under "(blog name)'s current theme", click "Customize your theme".

Click Sidebar and paste the HTML code into the relevant box. (Depending on the theme, you may need to click "sidebar" there may be one or many boxes, and you may need to click "Free Text Sidebox" to make them visible.)

Save and see how it looks.

Depending on the options you've chosen, this may look a bit bulky or messy - you may want to add <small> </small> tags to the text under the box.

Depending on the theme you are using, you may be able to add the mark elsewhere, e.g. in a footer (?).

Another option is to edit the CSS directly, if you know how to do this. Instead of clicking "Sidebar", click "Custom CSS" and go from there. LiveJournal's way of selectively presenting the CSS {?} differs from other blog platforms, so this can be confusing if you're not used to it. Make a copy of the previous version of the CSS into a text file, and note the settings, in case something goes wrong and you need to change it back.

Adding a license to your existing website

Step one: Choose a license

If you already have your own website hosting your text, essays and writings and you'd like to put others on notice that they can use and share your text, start by choosing a license for your work.

Step two: Copy the code

On the "Mark your content" page of the license process, copy the code provided by highlighting it with your mouse and hitting ctrl-c (command-c on a Mac).

Step three: Paste code into your site

The specifics of the last step will depend on how you edit your website. Most desktop website tools like Dreamweaver, Frontpage, or GoLive offer a "code view" that lets you see the code that makes up your page. Near the end of the page you are hosting music, before you see </body></html>, paste in the code copied in the previous step by clicking the page and hitting ctrl-v (command-v on a Mac).

Education

Adding a license to your existing website

Step one: Choose a license

If you already have your own website hosting your educational materials and you'd like to put others on notice that they can use and share your materials, start by choosing a license for your work.

Step two: Copy the code

On the "Mark your content" page of the license process, copy the code provided by highlighting it with your mouse and hitting ctrl-c (command-c on a Mac).

Step three: Paste code into your site

The specifics of the last step will depend on how you edit your website. Most desktop website tools like Dreamweaver, Frontpage, or GoLive offer a "code view" that lets you see the code that makes up your page. Near the end of the page you are hosting music, before you see </body></html>, paste in the code copied in the previous step by clicking the page and hitting ctrl-v (command-v on a Mac).

APPENDIX IV
A CC REL GUIDE

Foreward

This resource assumes some basic knowledge of HTML and RDFa. Many of the later examples build on ideas from previous examples. If there is something in an example that isn't explained, check previous examples for an explanation.

Validating your RDFa can help you catch syntax errors or other problems with your metadata. For more information on RDFa validation, see the How-tovalidate page[29] on the RDFa wiki.

This resource contains material adapted from "ccREL: The Creative Commons Rights Expression Language"[30] by Creative Commons, which is available under a Creative Commons Attribution 3.0 Unported License.

Basic Marking: One page, One License

A very common use of Creative Commons licenses is to license a page on the web and the content contained within under a CC license. For example, many blogs are licensed under a Creative Commons license. It's common for these sites to include CC license information at the bottom of every page in a footer, similar to how people often include copyright ownership year and information at the end of a page.

Below are examples of how you would indicate that a single page on the web is licensed under CC. This is useful when integrating a CC license mark into a footer of a website.

License metadata

```
This page, by <a
href="http://lessig.org/">Lawrence Lessig</a>, is
licensed under a <a rel="license"
href="http://creativecommons.org/licenses/by/3.0/"
> Creative Commons Attribution License</a>.
```

---

29   http://rdfa.info/wiki/How-to-validate

30   http://creativecommons.org/projects/ccrel

Explanation

This is a very basic example of how to include license metadata in HTML documents. The only metadata is provided by the `rel="license"` attribute in the `a` `tag.rel="license"` generates a triple with predicate xhtml:license. The triple relates the current document URI to the URI of the CC BY license to the URI for the `xhtml:license` predicate (http://www.w3.org/1999/xhtml/vocab#license).

How does this all occur by simply adding a single `rel="license"` attribute `xhtml` is the default prefix for reserved XHTML values, including *license*, which means that you don't need to do anything special to use it (like define the `xhtml` namespace). It is a built-in `rel` type. And the object of the `rel="license"` attribute is just set by the URL in the `href` attribute, which is true for all `rel` attributes.

License metadata with license image

```
<a rel="license"
href="http://creativecommons.org/licenses/by/3.0/"
> <img
src="http://i.creativecommons.org/l/by/3.0/88x31.p
ng" /> </a> <br /> This page, by <a
href="http://lessig.org/">Lawrence Lessig</a>, is
licensed under a <a rel="license"
href="http://creativecommons.org/licenses/by/3.0/"
> Creative Commons Attribution License</a>.
```

Explanation

You can add `rel="license"` to any tag with a valid `href` attribute. This means that for links to the license, anything can be between the `a` tags, including an image of the license mark.

In this example, the CC BY license mark is a link, with `rel="license"` metadata, to the license deed.

Attribution metadata

```
<div xmlns:cc="http://creativecommons.org/ns#"> <a
rel="license"
href="http://creativecommons.org/licenses/by/3.0/"
> <img
src="http://i.creativecommons.org/l/by/3.0/88x31.p
ng" /> </a> <br /> This page, by <a
property="cc:attributionName"
rel="cc:attributionURL"
href="http://lessig.org/">Lawrence Lessig</a>, is
licensed under a <a rel="license"
href="http://creativecommons.org/licenses/by/3.0/"
> Creative Commons Attribution License</a>. </div>
```

Explanation

This example shows how to include CC REL metadata into your HTML. This metadata is what enables the CC license deeds to give users copy-and-paste attribution HTML. To see an example of how the CC license deeds use this metadata, go to the example HTML and click on the license badge.

- `xmlns:cc` associates the prefix `cc` with the URL `http://creativecommons.org/ns#` throughout the `div`. This is critical for valid RDFa.

- `property` generates a new triple with predicate `cc:attributionName`, and the text content of the element, in this case `Lawrence Lessig`, as the object. Note that the line does not break after the end of the opening `a` tag surrounding `Lawrence Lessig`. In the most recent draft of the RDFa specification, the text linked to by the `a` tag (the *literal*) would be processed to include any whitespaces within the `a` tag, including line breaks. Whitespace is not stripped from literals by RDFa processors that conform to the specification. When publishing RDFa it is important to remember this; that when parsed for RDFa, the format of your HTML could change the value of a literal to something other than what you might have expected.

- `rel="cc:attributionURL"` generates a new triple with predicate `cc:attributionURL`, and the URL in the `href` as the object. The attribution URL is important when you want to indicate what URL re-users of your CC-licensed work should link to when they attribute your work.

This URL should appear in the license deed when someone clicks on your link to the CC license.

More metadata: Title, type, and subjects.

```
<div about="" typeof="cc:Work"
xmlns:cc="http://creativecommons.org/ns#"
xmlns:dct="http://purl.org/dc/terms/"> <a
rel="license"
href="http://creativecommons.org/licenses/by/3.0/"
> <img
src="http://i.creativecommons.org/l/by/3.0/88x31.p
ng" /> </a> <br /> <span property="dct:title">The
Lessig Blog</span>, a <span rel="dct:type"
href="http://purl.org/dc/dcmitype/Text">
collection of texts </span> by <a
property="cc:attributionName"
rel="cc:attributionURL"
href="http://lessig.org/">Lawrence Lessig</a>, is
licensed under a <a rel="license"
href="http://creativecommons.org/licenses/by/3.0/"
> Creative Commons Attribution License</a>. </div>
```

Explanation

Here build on the previous example to include new metadata:

- about defines the subject of all triples within the div. Here we have about="", which defines the subject to be the URL of the current document. When making assertions about the current document, or current URL, you do not need to specify that about="". It is included here for completeness.

- typeof="cc:Work" indicates that the current resource has the class of cc:Work, which in the http://creativecommons.org/ns# namespace is described as "a potentially copyrightable work".

- In addition to the cc namespace declaration (xmlns:cc="http://creativecommons.org/ns#"), we declare the Dublin Core Terms namespace (xmlns:dct="http://purl.org/dc/terms/"). This puts many more terms at our disposal.

- Because we've declared the *dct* namespace, we can use terms like dct:title. We've embedded it in a *span* with the property attribute. The object of this assertion (that the current document has a dct:title) would be

the *literal* between the `span` tags. In this case, the literal is `The Lessig Blog`. As noted above: Be careful not to include unnecessary whitespace in your literals, as this would change the assertion you are making.

Individual objects on a page

Text block

Block of text, with license and attribution metadata

```
<div> This text is not marked as CC licensed.
</div> <div about="#uniqueID" id="uniqueID"> This
text is licensed under a <a rel="license"
href="http://creativecommons.org/licenses/by/3.0/"
> Creative Commons Attribution License</a>. </div>
```

Explanation

When embedding RDFa metadata into HTML, you aren't limited to making statements about the current URL. With the `about` attribute, you can set the subject of your triples to any arbitrary URI. In this example, we've set `about="#uniqueID"`, which means that any RDFa within the `div` that has the `about="#uniqueID"` will have the HTML tag with `id="uniqueID"` as its subject. In this example, we have indicated that the `div` with `id="uniqueID"` is has a `rel="license"` of `http://creativecommons.org/licenses/by/3.0/`.

Images

Image with license, attribution, and work metadata

```
<div about="CC_image.png"
xmlns:dct="http://purl.org/dc/terms/"
xmlns:cc="http://creativecommons.org/ns#"> <img
src="CC_image.png" height="200px" /> <br /> This
image, entitled <span property="dct:title">Sharing
Creative Works</span>, by <a
href="http://creativecommons.org/"
property="cc:attributionName"
rel="cc:attributionURL dct:creator">Creative
Commons</a> is licensed under a <a rel="license"
href="http://creativecommons.org/licenses/by/3.0/"
> Creative Commons Attribution 3.0 Unported
License</a>. </div>
```

Explanation

This example builds on previous examples. As in the text block example, we make the license assertion about the image. In the surrounding `div`, we place an `about` attribute. This scopes all RDFa within the `div` as having (in this case) `CC_image.png` as its subject. Thus the `rel="license"` statement is about the image URL and not about the current URL, as would be the case if we did not include the `about` attribute.

We have included some new metadata in this example as well. Each property has the image file as its subject due having specified `about="CC_image.png"`:

- `property="dct:title"` within the `span` element makes the assertion that the image file has a `dct:title` of `Sharing Creative Works`. Note that the title is an RDFa literal, meaning the object of the `dct:title` property is whatever falls within the `span` tag. Therefore, be careful not to include line breaks or other characters that you don't want to be a part of your assertion.
- `rel="cc:attributionURL dct:creator"` is a compound `rel` attribute. Rather than using two separate `rel` attributes, we are able to place two attribute values within a single `rel` by separating the properties with a space. The `rel` attribute always has the `href` attribute as its object, which in this case is the URL to the Creative Commons main page, http://creativecommons.org/.

Video

HTML5 video with one source tag and metadata

```
<div
about="http://mirrors.creativecommons.org/movingim
ages/webm/ASharedCulture_240p.webm"
xmlns:cc="http://creativecommons.org/ns#"
xmlns:dct="http://purl.org/dc/terms/"> <video
width="426" height="240" preload="none" controls>
<source
src="http://mirrors.creativecommons.org/movingimag
es/webm/ASharedCulture_240p.webm"
type='video/webm; codecs="vp8, vorbis"'> </video>
<br /> <a
href="http://creativecommons.org/videos/a-shared-
culture" property="dct:title"
rel="cc:attributionURL">A Shared Culture</a>, by
<a href="http://en.wikipedia.org/wiki/Jesse_Dylan"
property="cc:attributionName"
rel="dct:creator">Jesse Dylan</a>, is licensed
under a <a rel="license"
href="http://creativecommons.org/licenses/by-nc-
sa/3.0/"> Creative Commons Attribution
NonCommercial ShareAlike License</a>. </div>
```

Explanation

Embedding CC REL metadata in an HTML5 `video` tag with a single `source` tag is straightforward. The technique is similar to embedding metadata about an image. An `about` attribute is used in a surrounding `div` to set the subject of all triples in the `div` to the URL of the video linked to by the `source` tag.

Below the video, we've included a fairly standard CC license mark. As per the instruction on the video's official page, we have linked to the video page and attributed the video to its creator. Additionally, we have indicated the creator of the video with `dct:creator` with the object as Jesse Dylan's Wikipedia page. The text within that link is also used as a literal to set the object of `cc:attributionName, Jesse Dylan`.

HTML5 video with multiple source tags(EXPERIMENTAL)

```
<div
about="http://mirrors.creativecommons.org/movingim
ages/webm/ASharedCulture_240p.webm"
xmlns:cc="http://creativecommons.org/ns#"
xmlns:dct="http://purl.org/dc/terms/"> <video
width="426" height="240" preload="none" controls>
<source
src="http://mirrors.creativecommons.org/movingimag
es/webm/ASharedCulture_240p.webm"
type='video/webm; codecs="vp8, vorbis"'> <source
src="http://mirrors.creativecommons.org/movingimag
es/ASharedCulture_240p.mp4" type='video/mp4;
codecs="avc1.42E01E, mp4a.40.2"'> <source
src="http://mirrors.creativecommons.org/movingimag
es/ASharedCulture_240p.ogv" type='video/ogg;
codecs="theora, vorbis"'> </video> <br /> <a
href="http://creativecommons.org/videos/a-shared-
culture" property="dct:title"
rel="cc:attributionURL">A Shared Culture</a>, by
<a href="http://en.wikipedia.org/wiki/Jesse_Dylan"
property="cc:attributionName"
rel="dct:creator">Jesse Dylan</a>, is licensed
under a <a rel="license"
href="http://creativecommons.org/licenses/by-nc-
sa/3.0/"> Creative Commons Attribution
NonCommercial ShareAlike License</a>. <div
about="http://mirrors.creativecommons.org/movingim
ages/ASharedCulture_240p.mp4" property="dct:title"
content="A Shared Culture" style="display:none;">
<span property="cc:attributionName"
rel="dct:creator"
href="http://en.wikipedia.org/wiki/Jesse_Dylan"
content="Jesse Dylan"> </span> <span
rel="cc:attributionURL"
href="http://creativecommons.org/videos/a-shared-
culture"> </span> <span rel="license"
href="http://creativecommons.org/licenses/by-nc-
sa/3.0/"> </span> </div> <div
about="http://mirrors.creativecommons.org/movingim
ages/ASharedCulture_240p.ogv" property="dct:title"
content="A Shared Culture" style="display:none;">
<span property="cc:attributionName"
rel="dct:creator"
href="http://en.wikipedia.org/wiki/Jesse_Dylan"
```

```
content="Jesse Dylan"> </span> <span
rel="cc:attributionURL"
href="http://creativecommons.org/videos/a-shared-
culture"> </span> <span rel="license"
href="http://creativecommons.org/licenses/by-nc-
sa/3.0/"> </span> </div> </div>
```

Explanation

For HTML5 videos with multiple `source` tags, our markup is more complicated. Depending on a user's browser, a different video could be displayed when they visit the page. Each version of the video has equivalent content but a different URL. In this example, we have `.web`, `.mp4`, and `.ogv` videos. Thus, to accommodate this fact, we make several sets of assertions, each identical but with a different subject.

In our example, we make one visible assertion about the first `source` URL, the `webm` video. The whole example is contained in a single `div` with the `about` attribute set to the URL to the `webm` video. The license metadata, not being re-scoped in any way, then has the subject of the `webm` video. Then, below the standard license assertion, we have two `div` elements, each hidden from view with a `display:none;` CSS rule. They are each scoped to a different video URL than the container `div`. Within both hidden `div` tags are the `dct:title` attributes. Rather than setting the object of `property="dct:title"` with content between the `span` tags, we use the `content` attribute to set the object of `dct:title` to `A Shared Culture`, the title of the video.

Within that hidden `div` are three `span` tags that sets first both the `dct:creator` property and the `cc:attributionName` property, the `cc:attributionURL` property, and the `rel="license"` attribute. These three `span` tags are empty, so for the properties that take literals, i.e. `property="cc:attributionName"`, we set the object of the property with a `content` attribute. In this example, we set the object of `property="cc:attributionName"` to `Jesse Dylan` with `content="Jesse Dylan"`.

We duplicate the hidden `div` tag but with a different `about` attribute to make the same assertions about all three formats of the same video.

Non-HTML5 video

```
<div about="http://blip.tv/play/gpxSyZQBAg"
xmlns:cc="http://creativecommons.org/ns#"
xmlns:dct="http://purl.org/dc/terms/"> <embed
src="http://blip.tv/play/gpxSyZQBAg"
type="application/x-shockwave-flash" width="480"
height="300" allowscriptaccess="always"
allowfullscreen="true"> </embed> <br /> <a
property="dct:title" rel="cc:attributionURL"
href="http://creativecommons.org/videos/a-shared-
culture">A Shared Culture</a>, by <a
href="http://en.wikipedia.org/wiki/Jesse_Dylan"
property="cc:attributionName"
rel="dct:creator">Jesse Dylan</a>, is licensed
under a <a rel="license"
href="http://creativecommons.org/licenses/by-nc-
sa/3.0/"> Creative Commons Attribution
NonCommercial ShareAlike License</a>. </div>
```

Explanation

Providing CC license metadata for non-HTML5 videos, typically embedded as Flash objects, is similar to our image example, or the single-source HTML5 example. We have a single URL to the video, which we set as the subject of our statements with an `about` attribute in the surrounding `div`. The URL is the same URL in the `embed` tag's `src` attribute.

Datasets

CC BY dataset, with license and attribution metadata

```
<div about="example_dataset.csv"
xmlns:cc="http://creativecommons.org/ns#"
xmlns:dct="http://purl.org/dc/terms/"> <a
href="example_dataset.csv">Download Example
Dataset</a> <br /> <span
property="dct:title">Example Dataset</span> was
published by <a href="http://creativecommons.org/"
property="cc:attributionName"
rel="cc:attributionURL dct:publisher">Creative
Commons</a> and is licensed under a <a
rel="license"
href="http://creativecommons.org/licenses/by/3.0/"
> Creative Commons Attribution License</a>. </div>
```

Explanation

Providing CC license data about a downloadable dataset is as easy as marking up an image or block of text. For datasets that have a URL, you can simply scope your statements with an `about` attribute so that your metadata has the subject of your dataset's URL.

In this example, we set `about="example_dataset.csv"` so that the subsequent metadata is about the actual dataset.

One thing to note is that here we've used a compound `rel` attribute with `rel="cc:attributionURL dct:publisher"` to set both the `cc:attributionURL` and `dct:publisher` with the same `href` attribute.

CC0 dataset, with license and attribution metadata

```
<div about="example_dataset.csv"
xmlns:cc="http://creativecommons.org/ns#"
xmlns:dct="http://purl.org/dc/terms/"
xmlns:vcard="http://www.w3.org/2001/vcard-
rdf/3.0#"> <a href="example_dataset.csv">Download
Example Dataset</a> <br />x <a rel="license"
href="http://creativecommons.org/publicdomain/zero
/1.0/"> <img
```

```
src="http://i.creativecommons.org/l/zero/1.0/88x31
.png" style="border-style: none;" alt="CC0"/> </a>
<br/> To the extent possible under law, <a
rel="dct:publisher"
href="http://creativecommons.org/"> <span
property="dct:title">Creative Commons</span></a>
has waived all copyright and related or
neighboring rights to <span
property="dct:title">Example Dataset</span> and
expects that users will follow the <a
rel="cc:useGuidelines" href=""> Creative Commons
Example Use Guidelines</a>. This work is published
from the <span property="vcard:Country"
datatype="dct:ISO3166" content="US"
about="http://creativecommons.org/">United
States</span>. </div>
```

Explanation

One can mark a downloadable dataset as having been placed in the public domain with the CC0 waiver. You can create valid CC0 markup using the CC0 tool.

As with the previous example, we set the subject of our metadata with an `about` attribute, setting it to the dataset file (in this case `example_dataset.csv`). We must also declare the `vcard` namespace, as it allows us to make statements about the country of the publisher, which is important information for public domain content.

We can use `rel="license"` to indicate that copyright has been licensed (or in this case, waived) using the CC0 waiver (by setting the `href` attribute to the URL of the waiver, `http://creativecommons.org/publicdomain/zero/1.0/`.

Additionally, we must set a `dct:publisher` for the dataset. This will tell us who is publishing it, and will allow us to determine the relevant jurisdiction for the dataset's copyright status. In this example, the publisher is set to `http://creativecommons.org/`. At the end of the example, you'll see that we've indicated http://creativecommons.org/ has `vcard:country` with `content="US"`. While one could use the content between the `span` elements as the literal value for `vcard:Country`, the CC0 and Public Domain Mark deeds require a literal value with a `datatype="ISO3166"`. That is, you don't need to specify a `content` attribute if your literal value is already

has that datatype (if `US` was between the span, rather than `United States`, for example). We additionally indicate that this data, `content="US"` has`datatype="dct:ISO3166"`.

Lastly, we've indicated Use Guidelines to this work by using the `cc:useGuidelines` predicate in a `rel` attribute. In this example, the object `href` is empty because we have not created an example use guidelines document, but in practice this link would point to actual use guidelines for the work. For more information, see this CC wiki page. Please note that use guidelines are not legally binding, and `cc:useGuidelines` is not meant to specify a URL that indicates legally binding guidelines for the work.

Multiple CC Licenses on a Page

Multiple CC objects: Text and Image

```
<div xmlns:dct="http://purl.org/dc/terms/"
xmlns:cc="http://creativecommons.org/ns#"> <div
about="CC_image.png"> <img src="CC_image.png"
height="200px" /> <br /> <a rel="license"
href="http://creativecommons.org/licenses/by/3.0/"
> <img
src="http://i.creativecommons.org/l/by/3.0/88x31.p
ng" /> </a> <br /> <span
property="dct:title">Sharing Creative
Works</span>, by <a
href="http://creativecommons.org/"
property="cc:attributionName"
rel="cc:attributionURL dct:creator">Creative
Commons</a> is licensed under a <a rel="license"
href="http://creativecommons.org/licenses/by/3.0/"
> Creative Commons Attribution 3.0 Unported
License</a>. </div> <br /> <a rel="license"
href="http://creativecommons.org/licenses/by-
sa/3.0/"> <img
src="http://i.creativecommons.org/l/by-
sa/3.0/88x31.png" /> </a> <br /> This page, by <a
rel="cc:attributionURL dct:creator"
property="cc:attributionName"
href="http://creativecommons.org/foobar">Foo
Bar</a>, is licensed under a <a rel="license"
href="http://creativecommons.org/licenses/by-
sa/3.0/"> Creative Commons Attribution-ShareAlike
3.0 Unported License</a>. </div>
```

Explanation

We have already seen the strategy for including metadata about different objects on a page in the text block and other examples. The general idea is to set different subjects for different sets of metadata with an `about` attribute in a surrounding element, like a `div`. In this example, we have two different license assertions. One assertion is made about the whole document, and one is made about the `CC_image.png` image. The license assertion about the page follows the standard attribution example. All metadata is about the current document because no `about`attribute is set to scope the statements. Then, above that metadata, we have a `div` that sets the subject `CC_image.png` with an `about` attribute. Within that `div` is license metadata about the license applied to that image.

There are two license assertions in this example. One is about the example as a whole, and one about the image within the example. If you were to click the license deeds from the example, the CC license deed would see and display metadata from that work on the page and in the copy-and-paste attribution HTML. This is because the license assertions are made about different licenses; for the resource as a whole, CC BY-SA, and for the image, CC BY. Unfortunately, if both license assertions were the same, the CC license deed would not be able to determine which metadata to display and would therefore display none.

Attributing Reuses

Attributing a single-source remix

```
<div xmlns:cc="http://creativecommons.org/ns#"
xmlns:dct="http://purl.org/dc/terms/"> <a
rel="license"
href="http://creativecommons.org/licenses/by/3.0/"
> <img
src="http://i.creativecommons.org/l/by/3.0/88x31.p
ng" /> </a> <br /> Este remix del <a
href="attribution.html" rel="dct:source"> <span
property="dct:title">Attribution
Example</span></a> de <a about="attribution.html"
href="http://lessig.org/" rel="dct:creator"> <span
property="dct:title">Lawrence Lessig</span></a>,
es por <a property="cc:attributionName"
rel="cc:attributionURL"
href="http://creativecommons.org/">Creative
```

```
Commons</a> y está disponible bajo una licencia <a
rel="license"
href="http://creativecommons.org/licenses/by/3.0/"
> Creative Commons Attribution 3.0 Unported</a>.
</div>
```

Explanation

Attributing a source work in a remix is similar to how you would attribute a CC license work in a use, with one addition: you indicate a source work for the current document using `dct:source`. In this example, we have a Spanish version of an earlier example. The original document is indicated as the source of the current URL by linking to the source, `href="attribution.html"`, and specifying `rel="dct:source"`. The title of the source document is set in the `span` within the link. Here it's important to note that `dct:title` is describing the object of the surrounding tag; in this case, `attribution.html`. We also properly attribute the original document with the correct `cc:attributionURL` and `cc:attributionName` specified by the source. Lastly, we set a new `cc:attributionURL` and `cc:attributionName` for the remixed work.

Attributing a multiple-source remix

```
<div xmlns:cc="http://creativecommons.org/ns#"
xmlns:dct="http://purl.org/dc/terms/"> <div
about="CC_image.png"
xmlns:dct="http://purl.org/dc/terms/"
xmlns:cc="http://creativecommons.org/ns#"> <img
src="CC_image.png" height="200px" /> <br /> <span
property="dct:title">Sharing Creative
Works</span>, by <a
href="http://creativecommons.org/"
property="cc:attributionName"
rel="cc:attributionURL dct:creator">Creative
Commons</a> is licensed under a <a rel="license"
href="http://creativecommons.org/licenses/by/3.0/"
> Creative Commons Attribution 3.0 Unported
License</a>. </div> <br /> Este remix de <a
href="attribution.html" rel="dct:source"> <span
property="dct:title">Attribution
Example</span></a>, de <a about="attribution.html"
rel="dct:creator"
href="http://lessig.org/">Lawrence Lessig</a>, y
<a href="image.html" rel="dct:source"> <span
```

```
property="dct:title">Image Example</span></a>, por
<a about="image.html" rel="dct:creator"
href="http://creativecommons.org/">Creative
Commons</a>, fue creado por <a
property="cc:attributionName"
rel="cc:attributionURL"
href="http://creativecommons.org/">Creative
Commons</a> y está disponible bajo una <a
rel="license"
href="http://creativecommons.org/licenses/by/3.0/"
> Creative Commons Attribution 3.0 Unported
License</a>. </div>
```

Explanation

To attribute multiple sources in a remixed document, you simply need to indicate multiple `dct:source` documents. In this example, we have a document that is a remix of two source documents. Both source documents have been marked as being a `dct:source`. Additionally, the source documents are properly attributed and linked to as prescribed within each.

Public Domain Content

CC0

Marking waiver, publisher, and use guidelines

```
<div xmlns:dct="http://purl.org/dc/terms/"
xmlns:cc="http://creativecommons.org/ns#"
xmlns:vcard="http://www.w3.org/2001/vcard-
rdf/3.0#"> <a rel="license"
href="http://creativecommons.org/publicdomain/zero
/1.0/"> <img
src="http://i.creativecommons.org/l/zero/1.0/88x31
.png" style="border-style: none;" alt="CC0"/> </a>
<br/> To the extent possible under law, <a
rel="dct:publisher"
href="http://creativecommons.org/"> <span
property="dct:title">Creative Commons</span></a>
has waived all copyright and related or
neighboring rights to <span
property="dct:title">Example Work</span> and
expects that users will follow the <a
rel="cc:useGuidelines" href=""> Creative Commons
Example Use Guidelines</a>. This work is published
from the <span property="vcard:Country"
datatype="dct:ISO3166" content="US"
about="http://creativecommons.org/">United
States</span>. </div>
```

Explanation

To mark a work as having been placed into the public domain with the CC0 waiver, one follows similar steps from previous examples. If you'd like to avoid manually embedding metadata, You can create valid CC0 markup using the CC0 tool.

The link to the CC0 waiver should include a `rel="license"` attribute, even though the CC0 waiver is not a license, legally speaking. The `dct:publisher` should be set to the identifying URL of the publishing entity.

As in our dataset example, you should register the `vcard` namespace in the CC0 waiver mark. This enables the `vcard:Country` property, as seen at the bottom of this example. As in the datset example, we make a `vcard:Country` assertion about the `dct:publisher`. In this case, that publisher is `http://creativecommons.org`. For the `vcard:Country`

value, we override the literal `United States` between the `span` tags by providing a `content` attribute, set to `US`. We additionally specify the datatype for this `content` attribute with `datatype="dct:ISO3166"`. While one could use the content between the `span` elements as the literal value for `vcard:Country`, the CC0 and Public Domain Mark deeds require a literal value with a `datatype="ISO3166"`. That is, you don't need to specify a `content`attribute if your literal value is already has that datatype (if `US` was between the span, rather than `United States`, for example).

As in previous examples, we have the option of linking to Use Guidelines for the work. To indicate that a link is to Use Guidelines we include a `rel="cc:useGuidelines"` attribute in the link. If this metadata is included, when someone clicks on the PDM mark the deed should discover that metadata and link to the guideline URL. In this example the `href` attribute is empty but would normally include the location of any use guidelines. Please note that use guidelines are not legally binding, and `cc:useGuidelines` is not meant to specify a URL that indicates legally binding guidelines for the work.

Public Domain Mark

Marking license, publisher, and use guidelines

```
<div about="Mona_Lisa.jpeg"
xmlns:dct="http://purl.org/dc/terms/"> <img
src="Mona_Lisa.jpeg" /> <br /> <a rel="license"
href="http://creativecommons.org/publicdomain/mark
/1.0/"> <img
src="http://i.creativecommons.org/p/mark/1.0/88x31
.png" style="border-style: none;" alt="Public
Domain Mark" /> </a> <br /> This work (<span
property="dct:title">Mona Lisa</span>, by <a
href="http://en.wikipedia.org/wiki/Leonardo_da_Vin
ci" rel="dct:creator"> <span
property="dct:title">Leonardo di ser Piero da
Vinci</span> </a>), identified by <a
href="http://yergler.net/"
rel="dct:publisher"><span
property="dct:title">Nathan Yergler</span></a>, is
free of known copyright restrictions. Users are
requested to honor the non-binding <a href=""
rel="cc:useGuidelines">use guidelines</a>. </div>
```

Explanation

Using the Public Domain Mark is very similar to using the CC0 waiver. First we set the subject of our metadata to the content being identified. In this case, we set `about="Mona_Lisa.jpeg"`. We then set a `rel="license"` attribute in the link to the PDM mark, again even though the mark is not strictly a license. We can also identify a creator of the work; in this case, the `dct:creator` is `Leonardo di ser Piero da Vinci`, which is a literal `dct:title` value applied to the URL `http://en.wikipedia.org/wiki/Leonardo_da_Vinci`, identifying the creator.

It is important we identify a `dct:publisher` of the resource, which is the entity making the Public Domain identification. The object of `dct:publisher` is a URL set with an `href` which is then given a `dct:title`. In this case, the `dct:publisher` is `http://yergler.net/` which has the title `Nathan Yergler`.

As in previous examples, we have the option of linking to Use Guidelines for the work. To indicate that a link is to Use Guidelines we include a `rel="cc:useGuidelines"` attribute in the link. If this metadata is included, when someone clicks on the PDM mark the deed should discover that metadata and link to the guideline URL. In this example the `href` attribute is empty but would normally include the location of any use guidelines. Please note that use guidelines are not legally binding, and `cc:useGuidelines` is not meant to specify a URL that indicates legally binding guidelines for the work.

Marking copyright registration

Marking a work as registered (CC Network)

```
<a xmlns:sioc="http://rdfs.org/sioc/ns#"
rel="sioc:has_owner"
href="https://creativecommons.net/creativecommons/
"> <img
src="https://creativecommons.net/i/creativecommons
/" style="border:0;" /> </a> <a rel="license"
href="http://creativecommons.org/licenses/by/3.0/"
> <img
src="http://i.creativecommons.org/l/by/3.0/us/88x3
1.png" style="border:0;" /> </a> <br /> <span
xmlns:dct="http://purl.org/dc/terms/"
```

```
property="dct:title">Example Work</span> by <a
xmlns:cc="http://creativecommons.org/ns#"
href="http://creativecommons.org/"
property="cc:attributionName"
rel="cc:attributionURL">Creative Commons</a> is
licensed under a <a rel="license"
href="http://creativecommons.org/licenses/by/3.0/"
> Creative Commons Attribution 3.0 Unported
License</a>.
```

Explanation

Registering work on the CC Network is a multi-step process. First, you must have an account on the CC Network. For more details on obtaining one, see creativecommons.net. Then you must find the stable URL to your work and follow the directions on the CC Network to registering it as your work. In your CC Network account, you should be given a copy-and-paste version of the CC Network badge to place on the work.

In this example, you can see the CC Network badge with the embedded registration metadata. First the `sioc` namespace is declared. Then we link the badge to our CC Network account with a `rel="sioc:has_owner"` to indicate that this is a link to the owner of the current document.

With this metadata in place, when someone clicks through to the license deed from the work, the deed will display registration information and link to the registration page on the CC Network.

APPENDIX V
BOOKS, ARTICLES AND WEBSITES
ABOUT CREATIVE COMMONS

BOOKS AND ARTICLES

Bourcier, Danièle; Casanovas, Pompeu; Dulong de Rosnay, Mélanie; Maracke Catharina (eds.) (2010), *Intelligent Multimedia. Managing creative works in a digital world*, European Press Academic Publishing.

Bourcier, Danièle; Dulong de Rosnay, Mélanie (eds.) (2004), *International Commons at the Digital Age. La création en partage,* Romillat.

Broussard, Sharee L. (2007), *The copyleft movement: creative commons licensing*, Communication Research Trends. Available at http://findarticles.com/p/articles/mi_7081/is_3_26/ai_n28 457434?tag=content;col1.

Elkin-Koren, Niva (2006), *Exploring Creative Commons: A Skeptical View of a Worthy Pursuit*, The Future of the Public Domain (P. Bernt Hugenholtz and Lucie Guibault, eds.). Available at http://papers.ssrn.com/sol3/papers.cfm?abstract_id=8854 66.

Fitzgerald, Brian, and Ian Oi (2004), *Free Culture: Cultivating the Creative Commons*. Available at http://eprints.qut.edu.au/archive/00000122/.

Garlick, Mia (2005), A Review of Creative Commons and Science Commons

Hietanen, Herkko (2008), *The Pursuit of Efficient Copyright Licensing – How Some Rights Reserved Attempts to Solve the Problems of All Rights Reserved,* PhD dissertation. Available at https://oa.doria.fi/handle/10024/42778.

Katz, Zachary (2006), *Pitfalls of Open Licensing: An Analysis of Creative Commons Licensing*, 46 IDEA 391.

Lessig, Lawrence (2003), *The Creative Commons*, Florida Law Review 55: 763–777.

Lessig, Lawrence (2004), *The Creative Common*s, 65 Mont. L. Rev. 1.

Lessig, Lawrence (2001), *The future of ideas*, Available at http://www.the-future-of-ideas.com/.

Lessig Lawrence (2004), *Free culture*, Available at http://www.free-culture.cc/freecontent/.

Lessig Lawrence (2008), *Remix: Making Art and Commerce Thrive in the Hybrid Economy*. Available at www.archive.org/details/LawrenceLessigRemix.

Mako Hill, Benjamin (2005), *Towards a Standard of Freedom: Creative Commons and the Free Software Movement*. Available at http://mako.cc/writing/toward_a_standard_of_freedom.html.

Moss, Giles (2005), *On the Creative Commons: A Critique of the Commons Without Commonality*, Free Software Magazine. Available at www.freesoftwaremagazine.com/articles/commons_without_commonality.

Orlowski, Andrew (2009), *The Tragedy of the Creative Commons*. Available at http://andreworlowski.com/tag/creative-commons/.

Pallas Loren, Lydia (2007), *Building a Reliable Semicommons of Creative Works: Enforcement of Creative Commons Licenses and Limited Abandonment of Copyright"*. George Mason Law Review, Vol. 14, p. 271. Available at http://ssrn.com/abstract=957939.

Välimäki, Mikko; Hietanen, Herkko (2004), *The Challenges of Creative Commons Licensing*, Computer Law Review, Volume 5, Issue 6.

WEBSITES

http://www.creativecommons.org (Creative Commons official website).

http://wiki.creativecommons.org/FAQ (the "Frequently asked questions" official webpage).

http://wiki.creativecommons.org/Videos (videos about Creative Commons).

http://creativecommons.org/about/history/ (History of Creative Commons).

http://www.lessig.org/ (Lawrence Lessig personal website).

http://www.wikipedia.org/ (the famous free encyclopedia, published with a Creative Commons license).

http://www.jamendo.com/ (a large archive where artists allow anyone to download and share their music using CC licenses).

http://www.flickr.com/creativecommons (a large archive with many images that are licensed under Creative Commons)

http://www.copyleft-italia.it/cc (Italian project involved in dissemination about copyleft and Creative Commons)