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Copyright law protects original works, such as websites, books, music,

paintings, photos and video. A work is “original” if it contains some elements

you created and did not borrow from others. Typically, when you create an

original work, you own the copyright. As the copyright owner, you can control

how others use your work. For example, if you write a movie script, you have the

right to, and can prevent others from, copying your script, sharing it with

others (“distributing it”), making a movie or book from your script (a

“derivative work”), or publicly performing your script as a play or movie. You

also have the ability to sell or give away these rights. In other words, you

could sell the right to make a movie based on your script to a movie studio.

If you use someone else’s copyrighted materials without permission, that use

generally violates the copyright owner's exclusive rights, and is copyright

infringement. So if you create a new work and include parts of other people’s

works in it (such as an existing photo, lengthy quotes from a book or a loop

from a song), you must own or have permission to use the elements you borrow.

For example, if your script is based on an existing popular series, you should

obtain permission to use the elements you borrow from the series.

Copyright law is different from the law of personal property. If you buy a

physical object, such as a movie on DVD, you own the physical object. You do

not, however, obtain ownership of the “copyrights” (the rights to make copies,

distribute, make derivatives and publicly perform or display) in the content of

the movie. The fact that you have obtained physical possession of a DVD does not

automatically grant you the right to copy or share it.

If you make your own movie, it may include many copyrighted works in it. So, if

you decide to make a movie based on your script, you must either create all

elements of it on your own, or have permission to use the elements you borrow.

Especially keep in mind that photos or artwork hanging on the walls of your sets

and music on the soundtrack (even if you own the CD or MP3) may be copyrighted.

You should not include copyrighted works such as these in your movie without

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A few other things to keep in mind are:

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Isn't it in the public domain?

Just because a work is freely available, does not mean it is in the “public

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Determining the term of copyright can be complex, particularly because copyright

laws vary from country to country. Also, even if the copyright on a work has

expired, you should be careful about how you use a public domain work. For

example, a book may be in the public domain, but it might not be ok to scan the

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What about fair use?

In limited situations, you can use copyrighted works without permission from the

copyright holder. It can be difficult to figure out whether use of copyrighted

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The copyright law in the United States has a doctrine called “fair use”. Fair

use provides a defense to copyright infringement in some circumstances. For

example, fair use allows documentary filmmakers to use very short clips of

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owner. Fair use is a difficult concept because determining whether something is

a fair use involves weighing four factors. Unfortunately, weighing the fair use

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Rather than applying a fair use test, many other countries have specific

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JPEG

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The same holds for its supporting scripts (config.guess, config.sub,

ltconfig, ltmain.sh). Another support script, install-sh, is copyright

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It appears that the arithmetic coding option of the JPEG spec is covered by

patents owned by IBM, AT&T, and Mitsubishi. Hence arithmetic coding cannot

legally be used without obtaining one or more licenses. For this reason,

support for arithmetic coding has been removed from the free JPEG software.

(Since arithmetic coding provides only a marginal gain over the unpatented

Huffman mode, it is unlikely that very many implementations will support it.)

So far as we are aware, there are no patent restrictions on the remaining

code.

The IJG distribution formerly included code to read and write GIF files.

To avoid entanglement with the Unisys LZW patent, GIF reading support has

been removed altogether, and the GIF writer has been simplified to produce

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A "png\_get\_copyright" function is available, for convenient use in "about"

boxes and the like:

printf("%s",png\_get\_copyright(NULL));

Also, the PNG logo (in PNG format, of course) is supplied in the

files "pngbar.png" and "pngbar.jpg (88x31) and "pngnow.png" (98x31).

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Glenn Randers-Pehrson

glennrp at users.sourceforge.net

January 6, 2011

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