



*ECP-CULT 038261-AquaRing*

# AQUARING

*Accessible and Qualified Use of Available Digital Resources about Aquatic World In National Gatherings*

## AQUARING Collection IPR, Access and Use Policies

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<i>Abstract (for dissemination)</i>	IPR is a very crucial issue because it will define what kind of content partners will be able to provide and how they want to share them with the potential users of the portal. Investigations about IPR were conducted and general proposals about use of the contents and use policies were made and approved by the partners.
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# 1 Introduction

## 1.1 Scope of the document

This deliverable describes the AquaRing data collection Intellectual Property Right (IPR) policy, the modalities of access to the contents and the use policies for the contents.

The report illustrates the procedure adopted to define the IPR as well as the results obtained after discussion and assessment by the AquaRing Consortium partners.

## 1.2 Applicable and reference documents

This document refers to the following documents:

- [1] eContent contract ECP-CULT 038261-AquaRing, Annex 1: "Description of Work"
- [2] Deliverable D2.1 "AquaRing User Segments, Profiles and Needs"
- [3] Deliverable D2.2 "AquaRing Cross-border Digital Content Space: Structure and Design"

## 1.3 Revision history

Version	Date	Author	Description
Internal report	13/04/2007	NAUSICAA	Draft for the coordinator and the partners
0.1	17/07/2007	NAUSICAA	Draft for circulation to partners
0.2	20/07/2007	NAUSICAA	Version incorporating comments from partners
0.3	26/07/2007	SOFTECO	Overall revision, modification of structure
0.4	26/07/2007	ECSITE	Overall revision
0.5	01/08/2007	NAUSICAA	Version incorporating comments from partners
1.0	03/08/2007	NAUSICAA	Final version

## 2 Executive summary

Intellectual Property Rights (IPR) is a very crucial issue because it will define what kind of contents partners will be able to provide and how they want to share them with the potential users of the portal.

Investigations about IPR were conducted and proposals about use of the content and use policies were made and approved by the AquaRing Consortium partners.

- **IPR policy**

- Contents shared in the frame of the project belong to the provider who generated it.
- Contents are protected by Intellectual Property protection. Providers have legal obligations with regard to the protection, use and access rights of contents. They must check the status of their contents
- To this extent they must reach agreement with the "authors" over the ownership of contents. This applies to all documents and "authors", also when the authors are part of the partner's staff. Providers must ensure that they have all the required authorisations on each content they deliver to the portal, and that the use allowed by the different audiences comply with these given authorisations. Each content provider will thus sign a discharge recognizing that they have the necessary authorisations from the authors.

- **Access policy**

- Viewing access will be granted for all contents.
- Using of the content depends on the status of the content. Some of them have specific IPR. If their status allows it the using of the content will depends on the nature of the use. (See section 5.4) Two main uses were defined:
  - **“Royalty-free access” for “non commercial use”**
    - Individuals who use contents for personal and private purpose are concerned by “non commercial use”
    - Individuals, educational structures, non-profit organisations (as Museums for instance) who use contents for Educational purpose and non profit-activities are concerned by “non commercial use”
  - **“Restricted access” for “commercial use”**
    - Professionals are concerned by “commercial use” if their activities are commercial and lead to the selling of a product
    - Professionals are concerned by “commercial use” if their activities are related to a business or profit

activities. Educational context is a special case and is considered out of "commercial uses".

- The licensing will be necessary for "commercial use"
  - The licensing will be necessary for some contents because their IPR status needs a specific authorisation by the "author", or the content provider in capacity of representing the "author". In this case the access right also depends on the document itself.
- **Use policy (See section 5.4)**
    - The policies for each use have been described to avoid misunderstandings from the users, who need a clear definition of what they are allowed to do with the content provided when they are on the portal.

All these proposals will be experimented and evaluated during the project.

### **3 Objectives**

In the framework of Work package 2 "Digital collections and user needs, the main goal of task T2.4 "Copyrights, intellectual property and content use policies" is to investigate:

- the copyrights and the intellectual property applicable to the type of contents that can be annotated and provided by content providers;
- the content accessibility rights;
- the use issues, i.e. the possible uses that can be made of the contents, that can be offered to the audiences and the use policies attached to them.

## 4 Methodology

As WP leader of Task T2.4, NAUSICAA has been in charge to check the IPR regulations in order to investigate the domain and point out the necessary rules to follow for a correct application of recognized criteria in the specific case of the AquaRing system.

The results of this investigation, which encompassed main international regulations and initiatives, have been presented to the Consortium for proper discussion and assessment. In order to guarantee the internal consistency of criteria adopted for the protection of rights, the access to contents and the use policy, all partners have been invited to perform an internal IPR status check of their own digital data collections so to ensure that the contents to include in the content base of the portal belong to them. (See [2])

All the partners discussed the content accessibility and agreed on a definition for the contents' access. This led them to examine the different uses that will be proposed for the collections of the partners through the portal and to define clear policies for these uses.

### 4.1 Sources of regulations

IPR is a very crucial issue because it will define what kind of content partners will be able to provide and how they want to share them with the potential users of the portal.

At first the problem of the Global Policy of the portal was addressed by consulting laws and regulations about Intellectual Property and Copyright<sup>1</sup>:

At the international level, the economic and moral rights are conferred by the **Berne Convention for the Protection of Literary and Artistic Works**, commonly known as the "Berne Convention".

This Convention, which was adopted in 1886, has been revised several times to take into account the impact of new technology on the level of protection that it provides. It is administered by the World Intellectual Property Organization (WIPO, [www.wipo.int](http://www.wipo.int)).

WIPO is a specialized agency of the United Nations and is dedicated to developing a balanced and accessible international intellectual property (IP) system, which rewards creativity, stimulates innovation and contributes to economic development while safeguarding the public interest.

WIPO was established by the WIPO Convention in 1967 with a mandate from its Member States to promote the protection of IP throughout the world through cooperation among states and in collaboration with other international organizations.

Some very important rules about IPR for the portal and for the contents have been highlighted and submitted to the partners. (See 5.1 and 5.2)

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<sup>1</sup> All IPR regulations are accessible through the Collection of Laws for Electronic Access (CLEA) The Collection of Laws for Electronic Access (CLEA) is a unique electronic database providing easy access to intellectual property legislation from a wide range of countries and regions as well as to treaties on intellectual property. It is an invaluable information resource made available by WIPO free of charge to all interested parties, including researchers, legal professionals, policy-makers, students and administrators

## 4.2 IPR, Access and Use of the contents

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The analysis of the individual digital data collections of the participating aquaria, museums and science centres was done to avoid problems with IPR.

Based on the research led by the WP2 leader upon regulations, the providers were able to define the status attached to their contents: they were told that they were responsible of the contents they will have to put on the portal and they all agreed to clearly state that they have the legal rights to put their contents on the portal with the use they define.

During task T2.2, the providers described their individual collections presented at the meeting in Brussels 9-10 January 2007). (See [2])

All the partners investigated through their own organisations to deeply analyse their proper digital data and say if the data were whether free of right or not and so needed to be licensed.

The result gives us an overview of the overall digital data collection of AquaRing.

The analysis of the scenarios of the D2.1 pointed out the main expectations of the five audiences:

- to access the contents freely;
- to have the possibility to use the contents for free of charge.

The second request pointed out the necessity to make a difference between:

- **“Non commercial use”**: for personal, educational and non profit oriented activities;
- **“Commercial use”**: for commercial and professional business oriented activities.

As it is different to give contents free of charge to people who will use them for personal, educational and non profit purpose or on another hand to people who will use them for a commercial or business purpose.

Several kinds of uses have been assessed by the partners. A clear use policy and copyright policy have been attached to each use.<sup>2</sup>

## 4.3 Content analysis

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Considering the status of the documents in the global aggregated collection, **28% of the collection needs to be licensed** in all cases. They are not free of right anyway for any purpose and for any “commercial use” or “not commercial use”. These specific 28% of contents can be viewed freely but to respect IPR’ law they can not be used for free of charge. Licensing will then be necessary, whether without royalties. (See 5.3)

So it appears that either “Non-commercial use ” or “Commercial use” can be applied for up to 72% of the collection because the status of these 72% of contents is that providers own the rights of these contents. In consequence providers can decide what kind of use they allow users to do of their contents. They can offer the contents for free of charge in case of a “Non-commercial use”. They can decide on requesting royalties for “Commercial use”.

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<sup>2</sup> The Creative Commons license (<http://fr.creativecommons.org>) has been used to describe clear use policies. Creative Commons provides free tools that let authors easily mark their work with the rights they want to allow.



## 5 Results

### 5.1 Basic assumptions

The basic assumptions on which the other IPR, access and use policies are based are reported here for completeness. They are based on "Berne Convention" (WIPO) (See Section 4.1).

- When a person creates a literary, musical, scientific or artistic work, he or she is the owner of that work and is free to decide on its use.
- Moral rights are inalienable
- That person is called the *author* or the *creator* or the *owner of rights*.
- The *author* can control the destiny of the work.
- The *author* of a work has the right to allow or to prohibit the use of his works.
- Since, by law, the work is protected by copyright from the moment it comes into being, there is no formality to be complied with, such as registration or deposit, as a condition of that protection.
- Mere ideas in themselves are not protected, only the way in which they are expressed.
- Copyright is the legal protection extended to the *author* in an original work that he or she has created. Copyrights can be transferred

### 5.2 IPR policy

- The AquaRing Consortium is the owner of the AquaRing metadata database.
- Each AquaRing Consortium partner is directly responsible for the creation and proper maintenance of the metadata directly entered in the AquaRing system.
- If applicable, the provider who provided the metadata annotation of a content is also responsible for its direct availability.
- Original ownership of contents is not affected by the creation of related metadata as the contents still belongs to its original author and to the owner of its IPR.
- IPR must be respected
- Any use of a content whose metadata has been entered in the AquaRing system must be authorised by the author (See the Berne Convention-WIPO).
- When annotating contents, each provider must state clearly the status of the content that will be entering the AQUARING and indicate them accordingly to the procedure established and the tool provided for metadata annotation.
- If the partner is the author of the annotated content:
  - the provider can allow the use of the content and share it with the users;
  - the provider has to define what can be shared for free of charge and what can be sold;

- the provider can claim royalties from the users;
- If the provider is not the author of the annotated content but nevertheless is allowed to manage the use rights:
  - the provider allow access to the content without giving the rights to use them;
  - the provider can act as intermediate between the author and the user for allowing the use of the content and licensing it.

### 5.3 Access policy

The partners agreed to say that all the audiences can view the contents of the portal.

But depending on the nature of the use, two proposals have been retained for accessing the contents:

- Royalty-free access for “non commercial use”
- Restricted access for “commercial use”

*Individuals who use contents for private purpose and individuals or structures who use contents for Educational and non-profit activities are concerned by “non commercial use”.*

*Professionals whose activities are commercial and lead to the selling of a product or are business oriented are concerned by “commercial use”.*

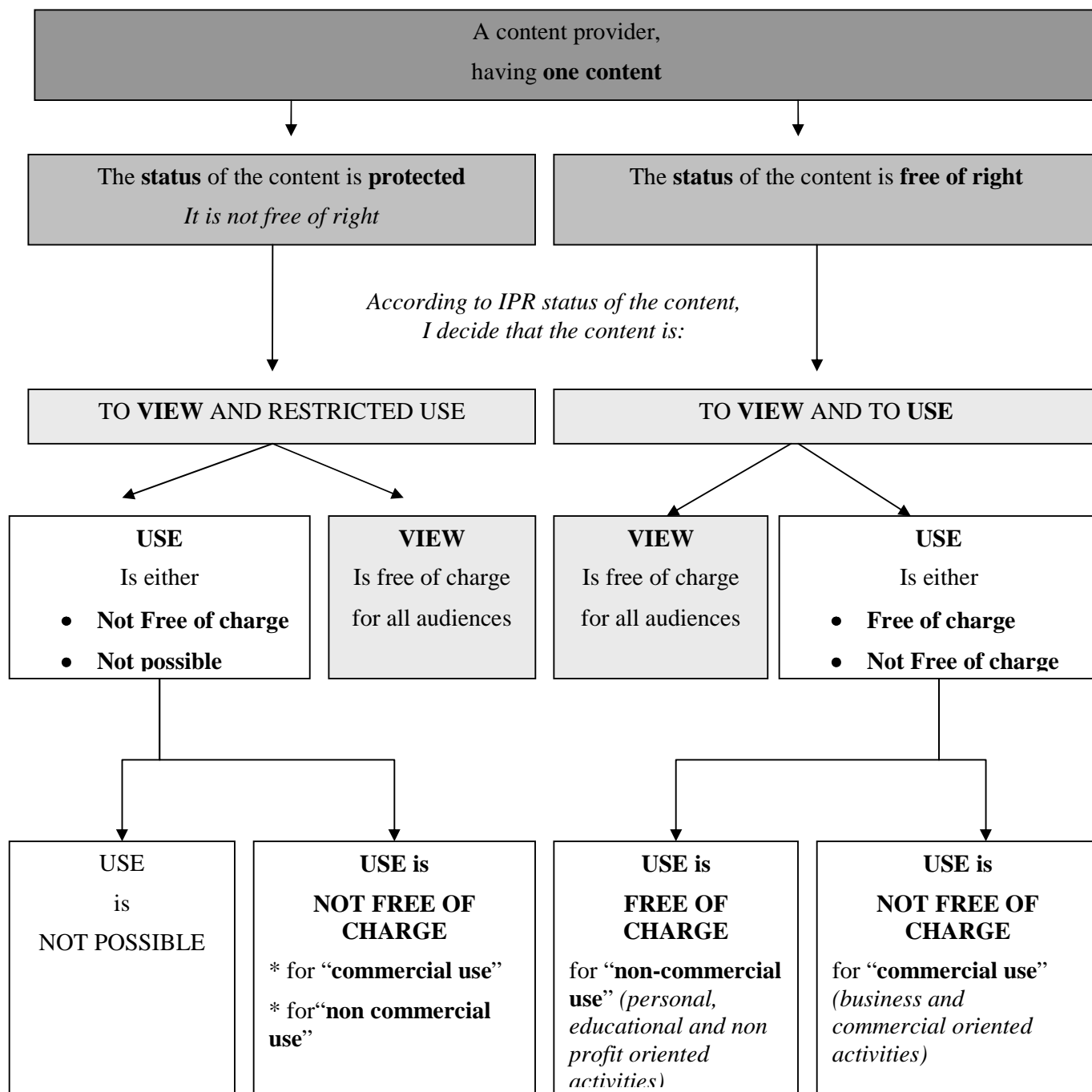
The following table summarizes:

ROYALTY-FREE ACCESS FOR “NON COMMERCIAL USE”	RESTRICTED ACCESS FOR “COMMERCIAL USE”
<ul style="list-style-type: none"> <li>● All the documents can be accessed and viewed freely</li> <li>● 72% of the contents can be used by the audiences for free of charge but only for private or educational purpose and non-profit activities. The commercial use is forbidden.</li> <li>● 28% of the contents can not be used without permission according to their status. They must be licensed. They will be indexed as "no use without permission".</li> <li>● Several options of use are available allowing the user to transform and share the content for private purpose.</li> </ul>	<ul style="list-style-type: none"> <li>● All the documents can be accessed and viewed freely</li> <li>● 72% of the contents can not be used for free of charge if there is commercial purpose. To use the content, the user must contact the provider for a license</li> <li>● 28% of the contents can not be used without permission according to their status. They must be licensed. They will be indexed as "no use without permission".</li> </ul>

## 5.4 Use policy

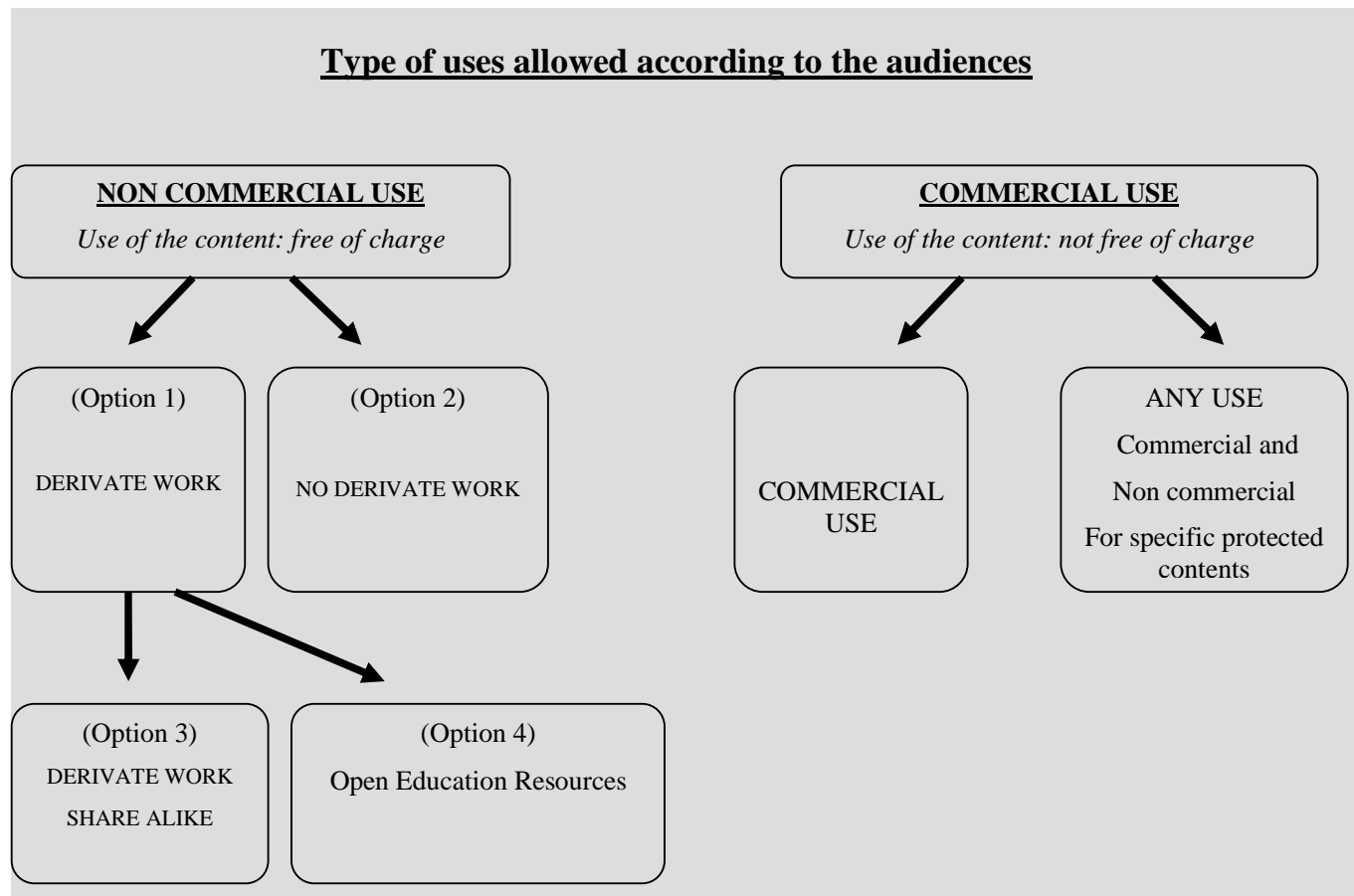
Here are described in details the different Uses that content providers decided to make of their contents according to the IPR status of the contents.

### Uses that can be made of the contents, depending on the IPR status



Here are described below in details the different Uses that content providers decided to allow according to the audiences. These uses depend on the context in which audiences will effectively use the contents provided: commercial or non commercial.

In a “non-commercial use» context, the *author* of the content can allow people to transform and alter his work. It is up to him to allow or not this kind of use. It is an option that can be offered to the user. Here we are talking about the alteration of the original work. It is related to the moral rights of the *author*. In that case, several options are available.



Each type of use is described below with a definition of it means and a real example that makes it clearer to understand.

### 5.4.1 Non commercial use

The use of the documents is free of charge for non commercial purpose.

**NON COMMERCIAL USE**  
*use of the content: free of charge*

#### Non commercial use

You let others copy, distribute, display, and perform your work — and derivative works based upon it — but for non commercial purposes only.

*Example: Sara publishes her photograph on her website with a Non commercial license. Joe prints Sara's photograph. Joe is not allowed to sell the printed photograph without Sara's permission.*

### 5.4.2 Non commercial use - no derivate work

The use of the documents is **free of charge** for non commercial purpose. It is not possible to make a derivate work from the original document

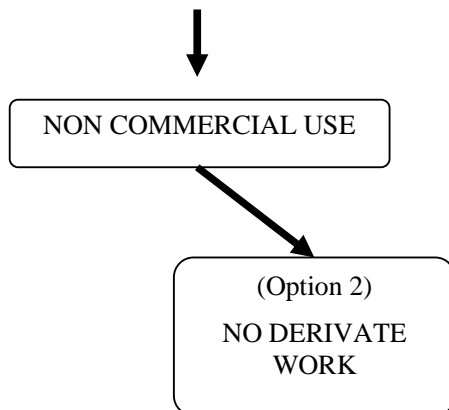
**NON COMMERCIAL USE**  
*use of the content: free of charge*

#### No derivate work

#### Neither alteration nor transforming of the original document

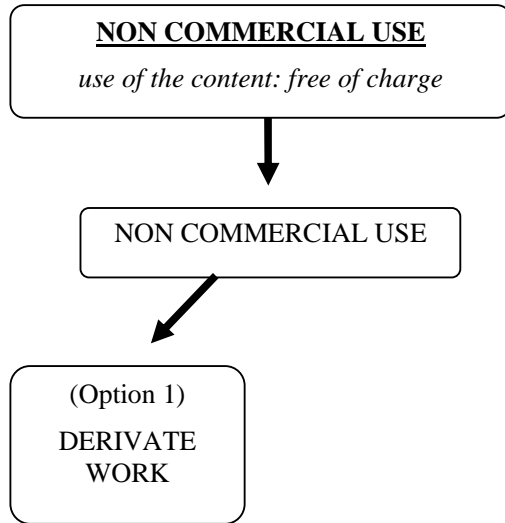
The licensor permits others to copy, distribute and transmit only unaltered copies of the work — not derivative works based on it. — Unless they get the licensor's permission.

*Example: Sara licenses a recording of her song with a No Derivative Works license. Joe would like to cut Sara's track and mix it with his own to produce an entirely new song. Joe cannot do this without Sara's permission.*



### 5.4.3 Non commercial use – derivate work

The use of the documents is free of charge for non commercial use. It is possible to make derivate work from the original document.



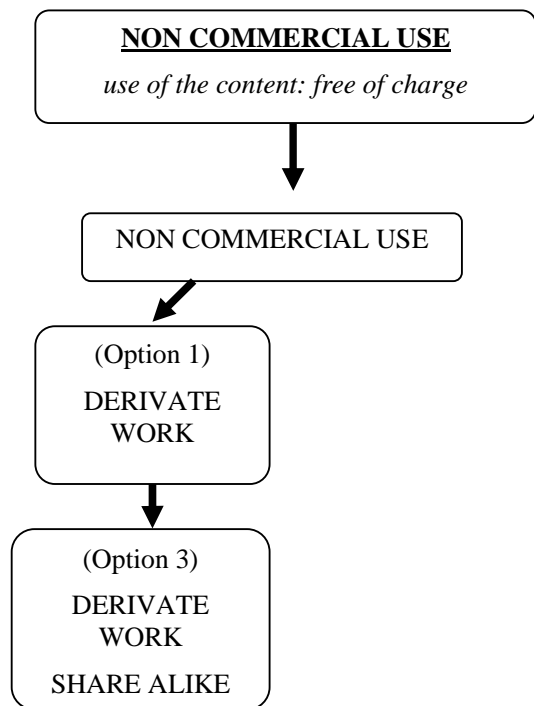
#### Derivate work

People can take and transform **pieces** of your work for non commercial purposes only. Non commercial copying and distribution of the entire work are also allowed.

*Example: Sara licenses a recording of her song with a Derivative Works license. Joe would like to cut Sara's track and mix it with his own to produce an entirely new song. Joe can do this without Sara's permission but he's not allowed to use this new song for commercial purpose. It's only for his own use and non commercial use. He can't sell it anyway.*

### 5.4.4 Non commercial use – derivate work – share alike

The use of the documents is free of charge for non commercial use. It is possible to make derivate work from the original document and to redistribute it



**Derivate work -share alike**

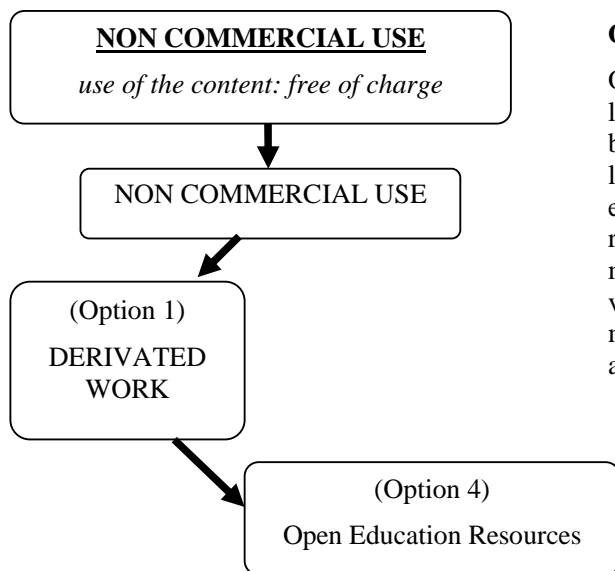
You allow others to distribute derivative works only under a license identical to the license that governs your work.

*Note:* A license cannot feature both the Share Alike and No Derivative Works options. The Share Alike requirement applies only to derivative works.

*Example:* Sara's online photo is licensed under the Noncommercial and Share Alike terms. Joe is an amateur collage artist, and he takes Sara's photo and puts it into one of his collages. This Share Alike language requires Joe to make his collage available on a Noncommercial plus Share Alike license. It makes him offer his work back to the world on the same terms Sara gave him.

**5.4.5 Non commercial use – educational use**

The use of the documents is free of charge for educational use. It is possible to make derivate work from the original document and to redistribute it through Educative networks.

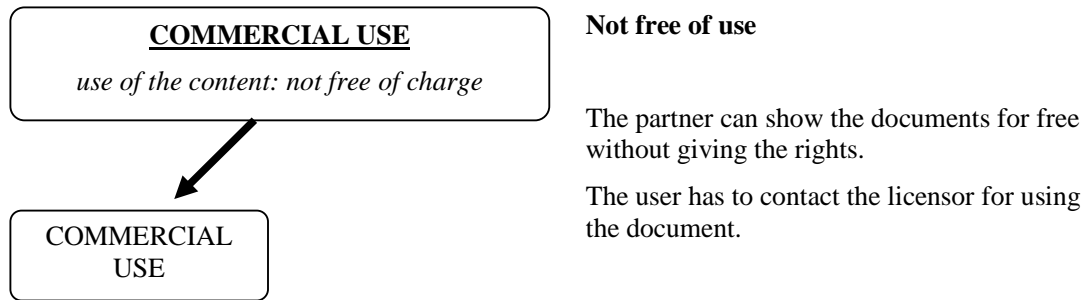


**Open Education Resources**

Open Education Resources are teaching, learning and research resources that have been released under an intellectual property license that permits their free use for educational purpose. Open educational resources include full courses, course materials, modules, textbooks, streaming videos, tests, software, and any other tools, materials or techniques used to support access to knowledge.

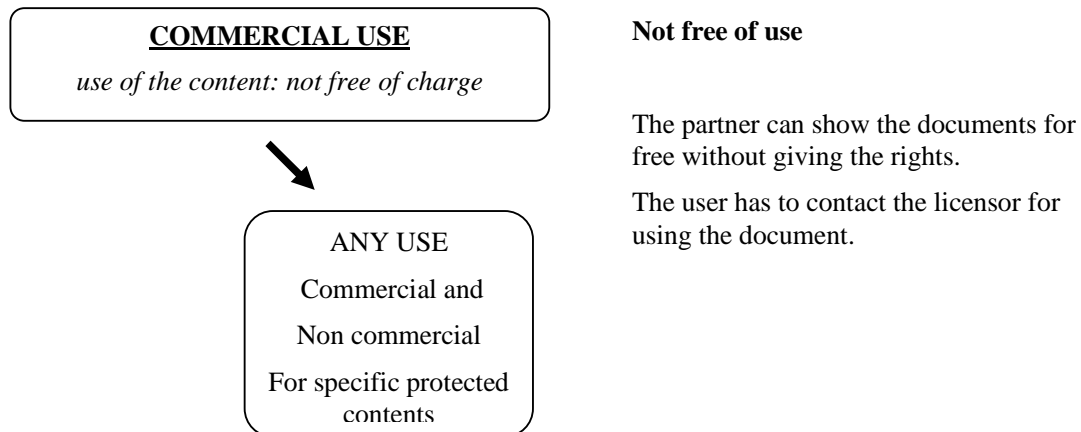
**5.4.6 Commercial use**

The use of the documents is not free of charge for professional and commercial use.



#### 5.4.7 Specific restricted use for protected content

The use of the documents is not free of charge for any use: commercial and non commercial. It is relative to specific contents of the partners that are attached with a specific IPR.



#### 5.4.8 Restrictions

- For any reuse or distribution, the user must make clear to others the license terms of this work.
- Any of the above conditions can be waived if the user gets permission from the copyright holder.
- Nothing in the license provided to the users impairs or restricts the author's moral rights.



ROYALTY-FREE ACCESS	RESTRICTED ACCESS
<ul style="list-style-type: none"> <li>• Download allowed</li> <li>• Contact of the licensor for professional use</li> <li>• Use Policy</li> <li>• Copyright</li> </ul>	<ul style="list-style-type: none"> <li>• Download forbidden, use of watermark</li> <li>• Contact of the licensor</li> <li>• Use Policy</li> <li>• Copyright</li> </ul>

The copyright (© X-X or © X/X) is used to attribute the work in the manner specified by the author or licensor. Copyright is the legal protection extended to the owner of the rights in an original work that he has created.

It may be possible to use CC to change our copyright terms from "All Rights Reserved" to "Some Rights Reserved."

#### 5.4.9 Application

In order to summarize the results of Task T2.4 and to ease the correct application of the criteria envisaged, a simple table has been issued with a defined terminology and a univocal meaning which will be also used to provide the AquaRing users with the necessary information about the Use policy.

TYPE OF USE	USE POLICY that will appear attached to the content on the portal
<b>Non Commercial Use</b>	<b>Royalty Free Use</b> You can copy, distribute, display, and perform the document — and derivative works based upon it — but for non commercial purposes only.
<b>Non Commercial Use</b> <b>Document Unaltered</b>	<b>Royalty Free Use</b> You can copy, distribute and transmit only unaltered copies of the document — not derivative works based on it — unless you get the licensor's permission.
<b>Non Commercial Use</b> <b>Derivate Document</b>	<b>Royalty Free Use</b> You can take and transform pieces of the document for non commercial purposes only. Non commercial copying and distribution of the entire document are also allowed.
<b>Non Commercial Use</b> <b>Derivate Document</b> <b>Share Alike</b>	<b>Royalty Free Use</b> You can distribute derivative works only under a license identical to the license that governs the document: private use and non commercial purpose.
<b>Non Commercial Use</b> <b>Derivate Document</b> <b>Share For Educational Use</b>	<b>Royalty Free Use</b> Open Education Resources are teaching, learning and research resources that permits free use or re-purposing for Educational purpose. You can take and transform pieces of the document for non

	commercial purposes only. Educational copying and distribution of the entire document are also allowed.
<b>Commercial Use</b>	<b>Restricted Use</b> You can access the document . You can use the document for a professional and/or commercial purpose with permission from the author. Contact of the licensor for having permission of using the document
<b>Any Use (commercial and non commercial Use)</b>	<b>Restricted Use</b> You can access the document . You can not use the document without permission from the author. Contact of the licensor for having permission of using the document

## 6 Conclusions

Considering the nature of the project and the types of contents managed by the AquaRing system, the work done for the correct definition of IPR, access and use policies has produced several important outputs which will be used by other Work packages for a proper continuation of technical activities:

### **Work package 3 “Meta Data and Semantic Resources”**

- the metadata model to be delivered must ensure that a proper tracking of IPR, access and use policies is correctly obtained during content annotation and metadata creation;

### **Work package 4 “Enabling infrastructure and services”**

- the knowledge maintenance services (and the metadata editor in particular) must be properly designed to allow the correct implementation of the metadata model and of all related IPR, access and use policies;
- the knowledge extraction services must be properly designed to allow content search and information retrieval functionalities compliant with the defined IPR, access and use policies:
  - when presented to users, all contents must be shipped with the applicable policy, according to what specified by the content provider;
  - in order to obtain permission of use from the licensing partner, users should be provided with a specific request form;
  - a similar request form and direct link would also be useful in case royalties have to be paid to the licensing partner (on-line payment to the licensing partner can be envisaged);
- The whole AquaRing architecture has to be designed and set-up considering the possibilities offered by the adoption of the aforementioned policies in terms of access to contents (including careful management of distributed local content repositories).

### **Work package 5 “Global Content Space Set-up and Validation”**

The content providers must adopt the aforementioned policies and procedures to annotate contents correctly by means of the metadata model field included for the purpose and the metadata editor tool designed accordingly.

The definition of the use policy provides the frame for the future services and for the running of the portal as it might influence the business plan. For instance:

- As for funding the future roll-out of the portal, the partners should decide on sublicensing or not some of their contents to the Consortium and sharing the attached royalties.
- If royalties are effectively set up to help running the portal after the end of the project, the WP5 will have to find a technical way to ensure the system will roll-out well. The Consortium would then have to define an agreement as to who becomes the licensor of the portal.

The IPR, access and use policies defined will be experimented and evaluated during the project in order to prepare the AquaRing prototype for successful roll-out of free and restricted services during and after project end.