



Proposed rights solution: Final report

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Section 1: Introduction and background

1.1 Introduction

Rights and Rewards in Blended Institutional Repositories, is a two year project funded by the Joint Information Systems Committee (JISC) under the Digital Repositories Programme. The project is a cooperative venture between the Department of Information Science, the Engineering Centre for Excellence in Teaching and Learning (EngCETL) and the University Library at Loughborough University.

1.2 Aims of this report

This study aims to investigate and deliver a suitable rights solution for a teaching materials repository. It aims to provide depositors and users with appropriate licences to cater for their respective needs.

We examined licences currently being used by repositories containing research and teaching material and compared these to responses to our survey, which explored rights issues associated with the sharing of teaching materials in a repository.

1.3 Review of the literature

In the last few years, there has been a number of major studies in relation to the Open Access publishing of research outputs, and many have focused on the rights associated with such works. Examples include Swan and Brown (2003, 2004, 2005), Gadd et al. (2003a, 2003b, 2004) and Rowlands et al. (2004). These studies are similar in that they focus on author attitudes in relation to making research outputs openly available to others. The RoMEO project (Project RoMEO, 2003) considered the rights issues of Open Access publishing and recommended the use of Creative Commons licences to express the rights attached to individual research outputs (Gadd et al. 2004).

Other studies have focused on author attitudes to making research outputs open specifically within digital repositories (Pinfield 2001, Hajjem & Harnad 2005 and Foster & Gibbons (2005)). There have been very few studies that have concentrated on teaching materials in digital repositories, which reflects the few learning and teaching repositories that exist. According to the Registry of Open Access Repositories (ROAR, 2006), in October 2006, there were 79 Institutional Repositories in the United Kingdom (UK), over 70 of which are devoted to research. A small number of teaching material and learning object repositories exist, including Multimedia Educational Resources for Learning and Online Teaching (MERLOT, 2006a), an international repository, and JORUM (JORUM, 2006a), a UK national repository of teaching materials. Jones, Andrew and MacColl's (2006) seminal book on Institutional Repositories focused mainly on research repositories, illustrating how new and undeveloped teaching material repositories are. One distinction made between the two material types is that "research materials are likely to be quite widely read by other members of a disciplinary community across the world" whereas "the value of learning objects [and other teaching material types] lies in their capacity to be re-used" (Jones, Andrew and MacColl, 2006, p13).

It is also clear that there are differences between the rights expressed in relation to research and teaching materials. Duncan & Ekmekcioglu (2003 p.138) explain that “when publishers provide resources [research outputs] the ‘conditions of use’ are usually explicitly stated. When individual teachers share resources [teaching material] with colleagues they are almost never stated”. Therefore, it is important to identify authors’ attitudes in relation to the permissions, restrictions and conditions that they would like to place on their teaching material. This was done in our motivational survey (Bates et al, 2007), explained in more detail in section 1.4. More recently, the Higher Education Funding Council of England (HEFCE, 2006) published a report on Intellectual Property Rights (IPR) in e-learning, aimed at senior managers to inform them of the measures that institutions should be taking to effectively manage the IPR associated with e-learning materials.

1.4 Motivational survey

One of our former studies surveyed participants to gather views on the past, present and future use of an Institutional Repository (IR) for the deposit of teaching and learning materials. We received 430 responses from 88 Higher Education Institutions (HEIs). We investigated the rights that individuals would expect to exert over the teaching materials they deposit into a repository, and the permissions, restrictions and conditions they would like to exercise. The questions used for the rights section of the survey were taken almost verbatim from Project RoMEO (2003). Participants were asked the following questions: In your institution who owns the copyright of the teaching materials?; What would you be happy to allow others to do with any teaching materials submitted to a repository? What (if any) restrictions or conditions would you want to place on the use of your teaching materials? The results of our survey can be found at <http://rightsandrewards.lboro.ac.uk/index.php?section=21>.

1.5 Key permissions, restrictions and conditions

One of the outputs of the RoMEO surveys was a set of permissions, restrictions, and conditions which were felt to be suitable for the protection of academics’ open-access research papers. These are illustrated in Table 1 below (Gadd et al, 2004 p 8).

Table 1: The permissions, restrictions and conditions requires over open access works

Permission	Restriction	Condition
Display (e.g. may be viewed on screen)	Exact replicas (e.g. the text must not be altered in any way)	Attribution (e.g. your name should always be clearly displayed on the article)
Give (e.g. copies may be forwarded to colleagues)	For non-commercial purposes (optional)	
Print (e.g. copies may be printed out)		
Excerpt (e.g. a short passage may be quoted)		
Save (e.g. may be saved to disk)		
Aggregate (optional) (e.g. may be compiled into an anthology)		
Sell (prohibit) (e.g. either on a cost recovery basis or as a commercial enterprise)		

This set of recommendations was based on any permission, condition or restriction on which over 60% of RoMEO respondents agreed to allow freely. If we were to create a similar Table for teaching material, based on the results of our survey, it is clear that a rights solution to protect the interests of the community of teaching-material-sharers would need to be somewhat different. This is because of the greater the only permission that over 60% would allow freely was “display”!

An alternative approach would be to consider those permissions that respondents would allow *either* freely or with limits and conditions. Taking the same baseline of 60% agreement would give the following results:

Table 2: Permissions that >60% of our respondents would allow

Permission	
Display	YES
Print	YES
Play	YES
Save	YES
Excerpt	YES
Give	YES
Lend	YES
Copy	YES
Aggregate	YES
Annotate	YES
Modify	YES

With regards to the restrictions and conditions, using a 60% baseline would again be unsuitable for our survey data. Only one condition reached that level of agreement, and that was “author attribution”. Could it really be that most academics would allow the modification of their teaching materials only so long as they are attributed as the author? Table 3 shows how the picture would look if the baseline was reduced to 40% agreement:

Table 3: Conditions and restrictions on which >40% of our respondents agreed

Condition	
Author attribution	YES
Usage tracking	YES
Agree to terms and conditions	YES
User registration	YES
Restriction	
For certain purposes	YES
Exact replicas	NO

It was decided that that considering the majority of teaching respondents wanted to exercise limits and conditions before allowing ‘permissions’, it would not be appropriate to reduce the agreement baseline for ‘conditions’ and ‘restrictions’ thus including those on which a significant number agreed.

1.6 Conclusion

The survey resulted in the identification of the key Permissions, Restrictions and Conditions that should apply to the use of teaching material, shown in Table 4 below. The Permissions highlighted in Table 4 are granted, if the list of restrictions and conditions are adhered to. In summary it is clear that teachers are happy to allow more permissions than researchers over Open Access research outputs (see Table 1). However, teachers require a greater number of conditions to be in place.

Table 4: Permissions, Restrictions and Conditions requires over teaching material

Permission	Restriction	Condition
Display (e.g. may be viewed on screen)	For non-commercial Purposes (e.g. teaching research and other non-commercial purposes).	Attribution (e.g. your name should always be clearly displayed on the article.)
Play (e.g. in a lecture)		Usage tracking (e.g. usage of materials must be tracked).
Copy (e.g. mount another copy elsewhere)		Agree to terms and conditions (e.g. a click through licence)
Give (e.g. copies may be forwarded to colleagues)		User registration (e.g. with the repository).
Print (e.g. copies may be printed out)		
Excerpt (e.g. a short passage may be quoted)		
Save (e.g. may be saved to disk)		
Lend (e.g. a printed copy may be loaned by a party)		
Aggregate (e.g. may be compiled into an anthology)		
Annotate (e.g. editorial or peer commentary may be inserted)		
Modify (e.g. may be translated or a derivative work created)		
Sell (prohibit) (e.g. either on a cost recovery basis or as a commercial enterprise)		

Section 2: Analysis of existing repositories and licences

2.1 Introduction

Having analysed the core Permissions, Restrictions and Conditions required by teachers, the next step was to identify different agreements and policies in existing teaching and research repositories for comparison. We have recognised two main repository licence agreements: a depositor-repository agreement which depositors must agree to before material is placed into a repository; and a repository-end user licence which the end user agrees to before material can be viewed or downloaded from the repository. The existing licences were then compared to our survey results.

2.2 Existing teaching material repositories and databases

2.2.1 JORUM

JORUM (www.jorum.ac.uk) is as previously stated a national repository of teaching materials. JORUM aims to collect teaching materials from UK HE and FE Institutions. To contribute to the JORUM service, an institution must register and complete a depositor licence which covers all submissions from that institution to the JORUM repository. Having one licence per institution, saves time for individuals who would otherwise have to fill out individual licences. The same terms and conditions apply to all material within JORUM and is split into three sections; permitted uses, restrictions of use and notice and takedown.

2.2.2 MERLOT

MERLOT (Multimedia Educational Resources for Learning & Online Teaching) (www.merlot.org) is an international teaching resource bank, which originated in the United States (US) in 1997. MERLOT acts more like a catalogue than a repository in that it provides users with many links to educational resources. The catalogue records hold a lot of information about the resource within it but does not hold the actual material.

2.2.3 MIT Open Courseware)

MIT Open CourseWare (MIT OCW (<http://ocw.mit.edu/index.html>)) “is a large-scale, Web-based electronic publishing initiative” (MIT OCW, 2006). It aims to provide “free, searchable, access to MIT’s course materials for educators, students, and self-learners around the world and extend the reach and impact of MIT OCW and the ‘OpenCourseWare’ concept” (MIT OCW, 2006). An Attribution-Non-Commercial-Share-Alike 2.5 licence is used for all material in MIT OCW.

2.2.4 Ferl

Ferl (<http://ferl.becta.org.uk/>) is managed by the British Educational Communications Technology Agency (BECTA) and is a web based information service for FE. Ferl has a list of terms and conditions for contributing to the resource bank. There is also a Ferl FAQ (BECTA, 2006) which contains copyright information, which offers guidance to contributors and users and refers to the 1988 Copyright, Design and Patents Act.

2.2.5 HEA Engineering Subject Centre Resource Database

The HEA resource database (<http://www.engsc.ac.uk/er/resources/>) provides users with links to over 2000 items. The resource database does not have any visible copyright information regarding each item. The site contains one disclaimer which states that “our policy is not to place any materials on our website without the permission of the owner of the copyright. We shall remove the material immediately in the event of any complaint from the author or the owner of the copyright” (Engineering Subject Centre, 2006). This resource database is similar to the MERLOT resource bank in that the majority of records are in the form of links to external information sources.

2.2.6 Scran - Image repository

“The learning resource service hosts over 336,500 images, movies and sounds from museums, galleries, archives and the media” (Scran, 2006a).

Scran (<http://www.scran.ac.uk/>) has two levels of users;

-“Free use: you may search everything but you will access only thumbnail images. Extra features and tools are only available to subscribers.

- Full users: log in to access large copyright cleared resources and 3,000 learning packs. There are tools to build, store and share your own packs as albums, worksheets, or your own mini website. Full use requires a subscription”.

(Scran, 2006b)

There are terms and conditions for both the free service and the full subscription service and has two types of licence – one for ‘personal home’ use and one for ‘educational’ use.

2.3 Research repository - Loughborough University's Institutional Repository

The Loughborough Institutional Repository (IR) deploys a depositor-repository licence (see appendix A) which all depositors must complete. It cannot be amended to reflect contributor preferences. Once a contributor has completed a licence, this covers them for all submissions to the repository. This reduces the work of contributing to the repository.

2.4 Creative Commons

Creative Commons (www.creativecommons.org) is a “non-profit organisation which offers flexible copyright licences for creative works” (Creative Commons, 2006a). It provides a range of licences for a range of materials yet “Creative Commons licenses are not designed for software (or databases), but rather for other kinds of creative works: websites, scholarship, music, film, photography, literature, courseware, etc.” (Creative Commons, 2006b). Creative Commons licences cover a range of different permissions and restrictions as follows;

Attribution - You let others copy, distribute, display, and perform your copyrighted work — and derivative works based upon it — but only if they give credit the way you request.

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

No Derivative Works - You let others copy, distribute, display, and perform only verbatim copies of your work, not derivative works based upon it.

Share Alike - You allow others to distribute copies of the works only under a licence identical to the license that governs your work.”

(Creative Commons, 2006c)

Creative Commons licences are available for 32 different countries and align with the jurisdictions of each. There are two types of licences for the UK; England & Wales, and Scotland.

2.5 Analysis of existing licence solutions – compared to survey results

2.5.1 Introduction

The next step was to compare these different repositories and agreements to our survey results. Table 5 below, shows the different licences and agreements that have been identified from the existing repositories and databases. JORUM has all three elements, whilst the Loughborough IR, MIT OCW and Scran each have two out of the three identified rights solution components. JORUM and the Loughborough IR have a repository responsibility agreement built into their depositor licences. This agreement highlighted to the depositor what the repository's responsibilities, for example, the repository agrees to make the material freely available for the lifetime of the repository, and remove work(s) for legal and administrative reasons.

Ferl and HEA subject centre resource banks do not have any specific licences or agreements. However, many of the records within these two resource banks are in the form of links to external sites. Our survey primarily focused on the repository-end user agreements, however, we also needed to highlight the other types of licences available (shown in table 5).

Table 5: An overview of different licences and agreements

	Creative Commons	Ferl	HEA Subject Centre Database	JORUM	Loughborough IR	MERLOT	MIT OCW	Scran
Depositor-repository licence(s)	Yes	No	No	Yes	Yes	No	Yes	Yes
Repository- end user licence	N/a	No	No	Yes	No	Yes	Yes	Yes
Repository responsibility agreement	N/a	No	No	Yes	Yes	No	No	No

2.5.2 Permissions analysis

Table 6, compares the licences to the key permissions with regards to educational use.

Table 6: Existing licences compared to key permissions - for educational purposes

Freely - for educational use	Creative Commons	Ferl	HEA Subject Centre Database	JORUM	Loughborough IR	MERLOT	MIT OCW	Scran
Display	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Play	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Print	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Save	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
Give	Yes*	Yes	Yes	Yes	Yes	No	No	Yes
Excerpt	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
Lend	Yes*	Yes	Yes	Yes	Yes	No	No	Yes
Copy	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Aggregate	Yes*	Yes	Yes	Yes	No	Yes	Yes	No
Annotate	Yes*	No	No	Yes	No	Yes	Yes	No
Modify	Yes*	No	No	Yes	No	No	No	No
Sell (prohibit)	Yes*	Yes	Yes	Yes	Yes	Yes	Yes	Yes

*Can be prohibited under some Creative Commons licences

The agreements permit the majority of activities for educational purposes. The JORUM licence allows users to perform all permissions listed, apart from the selling of materials. The most restrictive system is Scran, the image repository, which does not permit users to save, print, aggregate, annotate, modify or sell material.

2.5.2 Restrictions analysis

The majority of restrictions did not concern the Rights and Rewards survey participants. The largest response (56.0% of participants) wanted to restrict materials to being used only for certain purposes i.e. educational use. Creative Commons, JORUM, Loughborough IR, MERLOT, MITOCW and Scran licences prevent the materials from being used commercially. Some respondents stated in the ‘free-text’ comments field that they would share their materials for educational purposes only. Table 7, shows the repository licences compared to the key conditions as highlighted in our survey.

Table 7: The licences compared to key restrictions

Restrictions	Creative Commons	Ferl	HEA Subject Centre Database	JORUM	Loughborough IR	MERLOT	MIT OCW	Scran
For certain purposes	Yes	No	No	Yes	Yes	Yes	Yes	Yes
Exact replicas	No*	No	No	No	Yes	No	No	Yes

*Exact replicas can be enforced under some Creative Commons licences

Exact replicas was added to the Table because some would argue that allowing others to alter and re-purpose materials is the core concept behind a teaching material repository and therefore restricting usage to the creation of exact replicas should be prohibited. The Loughborough IR and Scran enforce that exact replicas should be used – which goes against this concept. By contrast, to the RoMEO results, authors did want to enforce an exact replicas restriction.

2.5.3 Conditions analysis

Table 8, shows the different conditions requested by respondents and whether the licences apply such conditions to materials.

Table 8: The key conditions compared to existing licences

Condition	Creative Commons	Ferl	HEA Subject Centre Database	JORUM	Loughborough IR	MERLOT	MIT OCW	Scran
Author attributed	Yes	No	No	Yes	Yes	Yes	Yes	Yes
Usage tracking	No	No	No	No	No	No	No	No
Users must agree to terms and conditions	Yes	No	No	Yes	No	Yes	No	Yes
Users must register	No	No	No	Yes	No	No	Yes	Yes

All licences, except FERL and the HEA Subject Centre Database require that the author is attributed when using or repurposing the materials. None of the licences demand that the university is attributed. Although JORUM track usage of some materials, it is not written into the licence that the repository will track usage. Usage tracking is not mentioned in any of the licences, however, this was popular with our survey participants who wanted to receive usage tracking as a way of retrieving feedback.

Both Creative Commons and JORUM licences have terms and conditions that users must agree to but the Loughborough IR licence just has depositor conditions (although this will change soon). In relation to the registration of users, JORUM, MIT OCW and Scran require users to register. To deposit and download from JORUM, a senior institutional manager must sign a licence on behalf of an institution. Following this, everyone in that Institution can then log into JORUM using their ATHENS username and password.

2.6 Conclusion

From our analysis of the various existing repository licences, it is clear that a combination of Creative Commons, JORUM and the Loughborough IR licence(s) are most suitable to use based upon the attitudes of teaching material authors. The JORUM and Loughborough IR licences may not be able to be used verbatim within the licence solution but the appropriate sections will be extracted from each. Some terms may be changed to align to fit with our repository. Creative Commons licences cannot be changed so the most suitable licence variation will be chosen. Of course, any single repository rights solution needs to consider two relationships: the depositor to repository relationship and the depositor/repository to end-user relationship. The next step was to determine each element of the rights solution.

Section 3: The Rights Solution

3.1 Introduction

The next task was to outline the proposed solution for research and teaching outputs. Loughborough University currently use DSpace (2006) as a repository system for research outputs and are developing PEDESTAL, an in house repository system, for teaching materials. Within PEDESTAL, users are to be given the options shown in Table 9.

Table 9: Access options given with PEDESTAL

Level of access	Description
Private	This option allows depositors to store personal items
Logged on users	Only people from Loughborough will be able to obtain a username and password to PEDESTAL and therefore restricting access to logged on users will mean that these items are restricted to individuals at Loughborough
Public	Depositors can make their materials available to anyone.

Therefore, our teaching material rights solution needs to cater for internal and external sharing. The research output solution to protect the results of pedagogic research, just needs to cater for external sharing .

3.2 Recommended Open Access research output solution

3.1.1 Depositor-repository licence

There is an existing depositor - repository licence already in place within the Loughborough IR. The licence is embedded into the DSpace repository software and covers multiple submissions of items. See appendix A for the full licence.

3.1.2 Repository - end user licence

Loughborough's IR does not have a repository - end user licence. The decision on which type of Creative Commons licence to use was based on the findings of the RoMEO study survey (Table 10) in relation to the restrictions and conditions authors would like to place on their research outputs. The relevant Creative Commons licence components have been added;

Table 10: Conditions and restrictions on which > 40% of RoMEO respondents agreed

Condition	RoMEO (Research Output)	Creative Commons licence
Author attribution	YES	Attribution
Usage tracking	NO	N/A
Users agree to terms and conditions	NO	N/A
User registration	NO	N/A
Restriction		
For certain purposes	YES	Non-commercial
Exact replicas	YES	No Derivatives

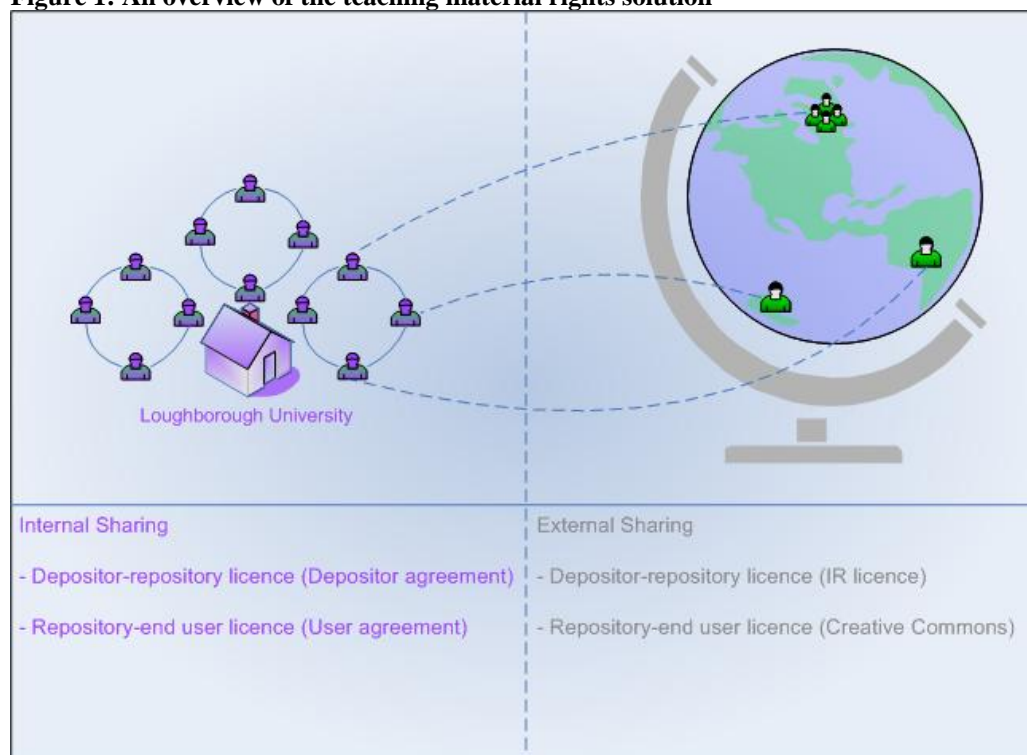
Creative Commons licences are expressed in three ways; human readable summary, legal code and machine readable. Symbols are used to identify each licence and these are becoming widely recognised. The Creative Commons licence which most closely matches the key RoMEO Permissions, Restrictions and Conditions is: - Attribution, non-commercial, no derivatives (Creative Commons 2006d). A key aspect of this licence is the no derivatives element, which aims to restrict any modifications of items.

See Appendix B for the chosen Creative Commons (2006d) human readable licence.

3.2 Teaching material solution

Figure 1 shows an overview of our rights solution for teaching materials.

Figure 1: An overview of the teaching material rights solution



3.2.1 Internal sharing solution

The depositor-repository licence for internal sharing of teaching material was created from a variation of the existing Loughborough IR depositor-repository licence.

See Appendix C for the full licence.

There is also a need for a repository - end user licence agreement. We have created a set of specific user terms and conditions to satisfy this, using parts of the JORUM repository-end user agreement licence (JORUM, 2006b). Table 11 shows how the JORUM user agreement fits in with the requirements of potential teaching material depositors.

Table 11: Conditions and restrictions on which > 40% of R&R respondents agreed

Condition	R&R (Teaching material)	JORUM User agreement
Author attribution	YES	YES
Usage tracking	YES	NO
Agree to terms and conditions	YES	YES
User registration	YES	YES
Restriction		
Exact replicas	NO	NO
For certain purposes	YES	YES

The only condition that is not satisfied by the JORUM licence is that of “usage tracking”, Our research showed that none of the licences that were examined mentioned usage tracking within them.

See appendix D for the internal repository-end user agreement.

3.2.2 External sharing solution

A variation of the depositor-repository licence used for the sharing of research material within the existing IR will be used for the external depositor-repository licence. The access level does not pose any problems in relation to a depositor–repository licence as it is a declaration that depositors agree to in relation to their work being shared. However, the depositor licence has been modified to state that choosing the public option means that their materials will be made open to users throughout the world.

See appendix E for the full internal repository-end user agreement.

The repository-end user licence uses a Creative Commons Licence. Table 12 shows the conditions and restrictions that academics would like to place on their teaching material. The appropriate elements of a Creative Commons licence have been added.

Table 12: Conditions and restrictions on which > 40% of R&R respondents agreed

Condition	R&R (Teaching material)	Creative Commons licence
Author attribution	YES	YES (Attribution)
Usage tracking	YES	NO
Users agree to terms and conditions	YES	NO
User registration	YES	NO
Restriction		
Exact replicas	NO	NO (Share-alike)
For certain purposes	YES	YES (Non-Commercial)

Those depositors that require users to be registered and agree to terms and conditions will have to restrict access to internal users only. A check box must be clicked when material is downloaded, stating that users will abide by the Creative Commons licence terms. Limited usage stats will also be available.

The Creative Commons licence to be used for the external sharing of the teaching material repository-end user licence will be; Attribution, Non - commercial, Share-alike (Creative Commons, 2006e).

See Appendix F for Creative Commons (2006e) human readable licence.

Section 4: Conclusion

We have created a depositor-repository and a repository-end user licence for internal and external sharing of teaching materials. It is clear that the same depositor-repository licences could be used for research and teaching outputs but not for repository-end user licences. From the RoMEO survey, researchers were worried about exact replicas and modifications to their research items, yet teachers wanted to share their materials in an environment that had more liberal conditions and restrictions. This highlighted the need to provide a solution that catered for the sharing of teaching materials on an internal and external basis.

One problem that still needs to be addressed is that the lack of awareness associated with copyright ownership of both research and teaching materials. Just under a third of RoMEO respondents, and just over half of R&R respondents were not confident enough to state who they thought owned the rights in their materials. Indeed, a recent HEFCE (2006 p.3) report on 'Intellectual Property Rights in e-learning programmes', has stated that "every HEI needs to establish a clear, preferably plain English, IPR policy and disseminate it widely across the organisation, including IT guidelines and codes of practice for staff and students". The findings of this report support this statement.

From our research, it is clear that the majority of academics are not entirely certain what they want others to do with their teaching materials placed in a digital repositories. To this end, we aim to evaluate the licences that we have created within a repository environment and test them in terms of their suitability for use once applied and whether they are can be understood by both depositors and end users alike.

The Rights and Rewards project have carried out other research into some of the rights issues mentioned throughout this report. Please visit our project website at <http://rightsandrewards.lboro.ac.uk>, for further information.

Section 5: References

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Appendix A: Loughborough IR licence

INSTITUTIONAL REPOSITORY LICENCE

NAME:

DEPARTMENT:

DETAILS OF ARTICLE(S) TO BE DEPOSITED IN THE INSTITUTIONAL
REPOSITORY:

**Thank you for depositing your work(s) in Loughborough University's
Institutional Repository.**

By depositing this work, you agree to the terms and conditions of this non exclusive licence:

- **You are free** to publish this work or works elsewhere in their present or future versions.
- **You confirm** that you are:
 - a) you are the copyright owner and/or have the right to grant us this licence
 - b) the work(s) are original and to the best of your knowledge do not infringe anyone's copyright.
 - c) the work(s) do not violate or infringe any UK law.
- **We agree to:**
 - a) add the work(s) to the repository so they are freely available online for the lifetime of the repository
 - b) convert them as necessary to ensure they can be read by computer systems in the future.
- **We reserve** the right to remove the work(s) for any legal or administrative reason

TERMS and CONDITIONS:

Depositor's Declaration

1. I hereby grant to Loughborough University Institutional Repository a non-exclusive licence on the terms outlined below. I warrant that:

1.1 I am the owner of the copyright for the whole work(s) (including content & layout) or am duly authorised by the owner(s), or other holder of these rights and am competent to grant under this agreement, a licence to hold and disseminate copies of the material.

1.2 The work(s) are not and shall be in no way a violation or infringement of any copyright, trademark, patent, or other rights whatsoever of any person.

1.3 That if the work(s) have been commissioned, sponsored or supported by any organisation, I represent that I have fulfilled all of the obligations required by such contract or agreement.

The Repository's Rights and Responsibilities

2. The *IR*:

2.1 May distribute copies of the work(s) (including any abstract) worldwide, in electronic format via any medium for the lifetime of the repository for the purpose of free access without charge.

2.2 May electronically store, convert or copy the work(s) to ensure their future preservation and accessibility.

2.3 May incorporate metadata or documentation into public access catalogues for the work(s).

2.4 Shall retain the right to remove the work(s) for professional or administrative reasons, or if they are found to violate the legal rights of any person.

2.5 Shall not be under obligation to take legal action on behalf of the depositor or other rights holders in the event of infringement of intellectual property rights or any other right in the material deposited.

2.6 Shall not be under obligation to reproduce, transmit, or display the work(s) in the same format or software as that in which it was originally created.

Software

3.1 Copyright in additional data, software, user guides and documentation to assist users in using the work(s) shall belong to the *IR* on behalf of Loughborough University and any other parties that *IR* may choose to enter into an agreement with to produce such materials.

3.2 While every care will be taken to preserve the physical integrity of the work(s), the

IR shall incur no liability, either expressed or implicit, for the work or for loss of or damage to any of the work(s) or associated data.

Definition & Terms


4. In this agreement: 'Work': means each item being deposited including any abstract, text, images and related data.

'Institutional Repository' means any service provided by Loughborough University to permit third parties to access electronic materials at no charge and which follows the principles of

Open Access outlined in the Bethesda Statement:

(see <http://www.earlham.edu/~peters/fos/bethesda.htm>.)

Appendix B: Research repository – repository-end user




creative commons
COMMONS DEED


Attribution-NonCommercial-NoDerivs 2.5


You are free:

- to copy, distribute, display, and perform the work

Under the following conditions:

 **Attribution.** You must attribute the work in the manner specified by the author or licensor.


 **Noncommercial.** You may not use this work for commercial purposes.

 **No Derivative Works.** You may not alter, transform, or build upon this work.

- For any reuse or distribution, you must make clear to others the license terms of this work.
- Any of these conditions can be waived if you get permission from the copyright holder.

Your fair use and other rights are in no way affected by the above.

This is a human-readable summary of the [Legal Code \(the full license\)](#).

[Disclaimer](#) 

Appendix C: Teaching: Internal Depositor-Repository licence

PEDESTAL Depositor Licence

By depositing your work, you agree to the Terms and Conditions

You are free to publish this work or works elsewhere in their present or future versions.

- You confirm that you are:
 - a) you are the copyright owner and/or have the right to grant PEDESTAL this licence
 - b) the work(s) are original and to the best of your knowledge do not infringe anyone's copyright.
 - c) the work(s) do not violate or infringe any UK law.

- We agree to:

- a) add the work(s) to the repository so they are freely available to all logged on users or specified logged on users for the lifetime of the repository
- b) convert them as necessary to ensure they can be read by computer systems in the future.

We reserve the right to remove the work(s) for any legal or administrative reason

By checking this box, you agree to the terms and conditions of the PEDESTAL Depositor Licence

PEDESTAL DEPOSITOR Terms and Conditions

Depositor's Declaration

1. I hereby grant PEDESTAL a non-exclusive licence on the terms outlined below. I warrant that:

1.1 I am the owner of the copyright for the whole work(s) (including content & layout) or am duly authorised by the owner(s), or other holder of these rights and am competent to grant under this agreement, a licence to hold and disseminate copies of the material.

1.2 The work(s) are not and shall be in no way a violation or infringement of any copyright, trademark, patent, or other rights whatsoever of any person.

1.3 That if the work(s) have been commissioned, sponsored or supported by any organisation, I represent that I have fulfilled all of the obligations required by such contract or agreement.

The Repository's Rights and Responsibilities

2. PEDESTAL:

2.1 May distribute copies of the work(s) to all logged on users or specified logged on users, in electronic format via any medium for the lifetime of the repository for the purpose of access without charge.

2.2 May electronically store, convert or copy the work(s) to ensure their future preservation and accessibility.

2.3 May incorporate metadata or documentation into access catalogues for the work(s).

2.4 Shall retain the right to remove the work(s) for professional or administrative reasons, or if they are found to violate the legal rights of any person.

2.5 Shall not be under obligation to take legal action on behalf of the depositor or other rights holders in the event of infringement of intellectual property rights or any other right in the material deposited.

2.6 Shall not be under obligation to reproduce, transmit, or display the work(s) in the same format or software as that in which it was originally created.

Software

3.1 Copyright in additional data, software, user guides and documentation to assist users in using the work(s) shall belong to PEDESTAL on behalf of Loughborough University and any other parties that PEDESTAL may choose to enter into an agreement with to produce such materials.

3.2 While every care will be taken to preserve the physical integrity of the work(s), PEDESTAL shall incur no liability, either expressed or implicit, for the work or for loss of or damage to any of the work(s) or associated data.

Definition & Terms

4. In this agreement: 'Work': means each item being deposited including any text, images and related data or any other file. 'PEDESTAL' means any service provided by Loughborough University to permit all logged on users or specified logged on users to access electronic materials at no charge.

Appendix D: Teaching: Internal Repository-End user licence

PEDESTAL User agreement

To access work(s) within PEDESTAL you need to be logged in. Only members of Loughborough University can obtain a username and password. To use PEDESTAL, you will need to have read, understood and agree to comply with the terms and conditions as set out below: Contributors of material in PEDESTAL (“PEDESTAL material”) have allowed the use of their works under the following conditions:

1. Permitted uses

1.1 You are only permitted to use PEDESTAL and the PEDESTAL material for the purpose of teaching, learning, private study and/or research (“**Educational Purposes**”) and then only to:

- (a) access PEDESTAL in order to **search, retrieve, display and download** PEDESTAL Material;
- (b) electronically **save** the whole or any part or parts of PEDESTAL material;
- (c) **print** out copies of the whole or any part or parts of PEDESTAL material;
- (d) **add to, delete from, modify or play** parts of PEDESTAL material;
- (e) **extract (replicate)** part or parts of PEDESTAL material for re-use into another work;
- (f) **add notations** and/or commentaries to any part or parts of PEDESTAL material;
- (g) Use any part or parts of PEDESTAL material **as part of a composite work or a collection of works**;
- (h) **Incorporate any part or parts of PEDESTAL material in virtual learning environments**, managed learning environments and in any material to be used in the course of instruction, provided that by so doing, anything copied from the PEDESTAL Repository will not be accessible to persons who are not staff or students of your institution. Course and study packs in non-electronic non-print perceptible form, such as Braille, may also be compiled;
- (i) Display, download, print any part or parts of PEDESTAL Material **for the purpose of promotion of PEDESTAL Material and PEDESTAL**, or for training other authorised users of your institution;
- (j) **Publicly display or publicly perform** any part or parts of PEDESTAL Material and Modifications as part of a presentation at a seminar, conference, or workshop, or other such similar activity;
- (k) **Use any part or parts of PEDESTAL material and Modifications for such other uses** as may be conducive to education, teaching, learning, private study and/or research.

(l) **allow current students of your institution to use PEDESTAL material** and Modifications in accordance with the Copyright, Designs and Patents Act 1988. Provided always that each item used shall carry appropriate attribution or acknowledgement of the source, listing title and copyright owner.

2. Restrictions of use

2.1 Save as provided under paragraph 1.1 above you may not:

- (a) Sell or resell any PEDESTAL material and/or Modifications of such material;
- (b) Remove, obscure or modify copyright notices, or other means of identification or disclaimers as they may appear without prior written permission;
- (c) Use all or any part of PEDESTAL material for any Commercial Use or for any purpose other than Educational Purposes;
- (d) Display or distribute any part of PEDESTAL Material on any electronic network, including without limitation the Internet, and the World Wide Web, and any other distribution medium now in existence or hereinafter created, other than by a Secure Network.

Commercial Use is defined as “use of PEDESTAL material for the purpose of monetary reward by means of the sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Material. For the avoidance of doubt, the recovery of direct cost by the Licensee from Authorised Users, nor use by Authorised Users of the Licensed Material in the course of research funded by a commercial organisation is deemed to constitute Commercial Use”.

3. Notice and Takedown

3.1 In the event of materials being held in PEDESTAL becoming subject to complaint, you must agree to comply with instructions detailed in our Notice and Takedown Policy, and must follow any direction PEDESTAL provides:

- (a) Should you be notified that an item of PEDESTAL Material you have downloaded under the permissions outlined in section 1. above is subject to a complaint, you must make best efforts to suspend use of the alleged infringing item and withdraw from circulation any materials that include it.
- (b) Should you be notified that an item of PEDESTAL Material you have downloaded under the permissions outlined in section 1. above breaches PEDESTAL Deposit Licence or infringes any applicable law, you must make best efforts to remove from the secure network all copies of the infringing item and all materials in which the object is reproduced.

By checking this box, you agree to the terms and conditions of the PEDESTAL User Agreement

Appendix E: Teaching: External Depositor- Repository Licence

PEDESTAL Depositor Licence

By depositing your work, you agree to the [Terms and Conditions](#) and acknowledge that you are making these work(s) open available to others throughout the world.

You are free to publish this work or works elsewhere in their present or future versions.

- You confirm that you are:
 - a) you are the copyright owner and/or have the right to grant PEDESTAL this licence
 - b) the work(s) are original and to the best of your knowledge do not infringe anyone's copyright.
 - c) the work(s) do not violate or infringe any UK law.

- We agree to:

- a) add the work(s) to the repository so they are freely available to all logged on users or specified logged on users for the lifetime of the repository
- b) convert them as necessary to ensure they can be read by computer systems in the future.

We reserve the right to remove the work(s) for any legal or administrative reason

By checking this box, you agree to the terms and conditions of the PEDESTAL Depositor Licence.

PEDESTAL DEPOSITOR Terms and Conditions Depositor's Declaration

1. I hereby grant PEDESTAL a non-exclusive licence on the terms outlined below. I warrant that:

1.1 I am the owner of the copyright for the whole work(s) (including content & layout) or am duly authorised by the owner(s), or other holder of these rights and am competent to grant under this agreement, a licence to hold and disseminate copies of the material.

1.2 The work(s) are not and shall be in no way a violation or infringement of any copyright, trademark, patent, or other rights whatsoever of any person.

1.3 That if the work(s) have been commissioned, sponsored or supported by any organisation, I represent that I have fulfilled all of the obligations required by such contract or agreement.

The Repository's Rights and Responsibilities

2. PEDESTAL:

2.1 May distribute copies of the work(s) to all logged on users or specified logged on users, in electronic format via any medium for the lifetime of the repository for the purpose of access without charge.

2.2 May electronically store, convert or copy the work(s) to ensure their future preservation and accessibility.

2.3 May incorporate metadata or documentation into access catalogues for the work(s).

2.4 Shall retain the right to remove the work(s) for professional or administrative reasons, or if they are found to violate the legal rights of any person.

2.5 Shall not be under obligation to take legal action on behalf of the depositor or other rights holders in the event of infringement of intellectual property rights or any other right in the material deposited.

2.6 Shall not be under obligation to reproduce, transmit, or display the work(s) in the same format or software as that in which it was originally created.

Software


3.1 Copyright in additional data, software, user guides and documentation to assist users in using the work(s) shall belong to PEDESTAL on behalf of Loughborough University and any other parties that PEDESTAL may choose to enter into an agreement with to produce such materials.

3.2 While every care will be taken to preserve the physical integrity of the work(s), PEDESTAL shall incur no liability, either expressed or implicit, for the work or for loss of or damage to any of the work(s) or associated data.

Definition & Terms

4. In this agreement: 'Work': means each item being deposited including any text, images and related data or any other file. 'PEDESTAL' means any service provided by Loughborough University to permit all logged on users or specified logged on users to access electronic materials at no charge.

Appendix F: Teaching – External Repository-end user Licence




creative commons
COMMONS DEED


Attribution-NonCommercial-ShareAlike 2.5


You are free:

- to copy, distribute, display, and perform the work
- to make derivative works

Under the following conditions:

 **BY:** **Attribution.** You must give the original author credit.

 **Non-Commercial.** You may not use this work for commercial purposes.

 **Share Alike.** If you alter, transform, or build upon this work, you may distribute the resulting work only under a licence identical to this one.

- For any reuse or distribution, you must make clear to others the licence terms of this work.
- Any of these conditions can be waived if you get permission from the copyright holder.

Your fair use and other rights are in no way affected by the above.

This is a human-readable summary of the [Legal Code \(the full licence\)](#).

[Disclaimer](#) 