OPEN CONTENT LICENSING

A
THREE-STEP GUIDE
for academics

Michelle Willmers and Laura Czerniewicz

Cover image by David Lofink (CC-BY)

DISCLAIMER
All suggestions given in this guide are to make you aware of the possibilities and are not necessarily endorsed by the University of Cape Town. You should always read the terms and conditions and privacy information associated with any service before signing up.

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INTRODUCTION

ABOUT THIS GUIDE

This guide will enable academics to make informed and purposeful decisions about licensing their work openly. The assumption is that you own the copyright in your own work, and wish to confer permission for its use. The guide is based on the framework of open content licensing, a legitimate, internationally recognised legal practice consistent with copyright law. Open content licensing has been designed to protect authors against unauthorised forms of content exploitation in the digital realm. It is beneficial to the global user community (or 'Commons') because it limits the bureaucracy associated with frequently sought permissions for reuse. It is important to remember that you are not giving up your copyright by utilising open content licensing; instead, you are making the terms and conditions of reuse more explicit, and you are choosing to waive some of your rights where you feel this is appropriate.

This guide is aimed at the individual academic. While the steps outlined here may be useful for application at a unit or departmental level, if you are starting to grapple with licensing as a collective, it is always important to remember that the creator (the author) is the principal rights holder and, as such, is at the centre of the copyright framework. A clearer sense of your ambitions and approach towards licensing your content will help you to position your copyright interests in the greater departmental, institutional or disciplinary context. It is important that you exercise your rights in this regard, lest your work be restricted or made inaccessible to others.

THE COPYRIGHT FRAMEWORK

Copyright exists automatically in your work, provided that it takes a physical form (i.e. is written down or recorded in some way) and is original. In other words, it does not need to be registered in any way. As the copyright holder, you have the exclusive right to reproduce, modify and distribute your work. Reproduction, modification and distribution of your content cannot be undertaken without your permission, unless this occurs within the confines of what are known as copyright 'exceptions' or 'limitations' – for example, the right to quote a portion of text or to make a copy of it for research purposes, or for private study or use. Unfortunately, the precise scope of such exceptions and limitations is often unclear.

While these exceptions and limitations exist to facilitate legitimate use of your work in a limited educational or scholarly context, many academics and practitioners around the world feel that this is not enough, particularly in the light of new pressures to leverage investment, contribute to innovation and facilitate socio-economic development. Applying an open content licence to your resource cements its open nature, while also providing you with protection in terms of how your content may be appropriated. In this sense, it serves as a practical way to facilitate the sharing of content in the chaos of the digital world by making usage provisions explicit.

OPEN CONTENT LICENSING

Various types of open content licensing are available. This guide focuses on the application of the dominant licensing regime in the open access environment – Creative Commons. You may legally alter Creative Commons licences, but it is advisable not to do so, as a modified licence will probably be incompatible with the original unmodified licence applying to other works and, thus, might cause confusion amongst users, which would undermine the founding principle and primary benefit of open content licensing – to grant users a standard set of permissions, without requiring that they seek further clarification or permission.

The benefits of applying an open content licence include increased visibility and distribution of your content, as well as simplification of legal transactions around your work. Creative Commons licensing allows for distribution rights, without which users would require your explicit permission to post your content on websites, blogs or repositories. They also allow for the production of hard copies of your work in photocopies, books, CDs, and so on.

In a machine-driven context, the application of open content licensing is extremely valuable from a search and text-mining perspective, as it provides a filter for those who are seeking authentically open content that can be utilised and built upon.

THE THREE STEPS

This guide provides three easy steps for you to follow in applying Creative Commons licensing to the open content you wish to share:

Step 1: Identify your intentions
Step 2: Assess your policy frameworks
Step 3: Select and apply your licence

Taking each step requires you to answer key questions, thus breaking the step down to its constituent components.

STEP 1

IDENTIFY YOUR INTENTIONS

Your decisions about how you license your content will be informed by what your principal ambitions or strategic imperatives are, as well as any specific disciplinary dynamics that might exist around the nature of your content. You should also give some consideration to who the intended audience is for your work. This will give you a sense of the kind of reuse you want to facilitate and the kind of licence that will best suit your content.

Content licensing is applied on a resource-by-resource basis. You may have multiple types or formats of output that you wish to license in different ways, or you could choose a licence that would apply to all of your content unless circumstances dictate otherwise.

There are two main decisions to be made at the outset: whether you wish to allow adaptation of your work, and whether you wish to allow commercial use of your content.

DO YOU WANT PEOPLE TO BE ABLE TO ADAPT YOUR CONTENT?

Adaptation, or 'remixing', of resources is a common feature of content creation in the digital environment. Creative Commons makes provision for an 'ND' (No Derivatives) clause, in which case the right to modify the content is reserved by you, the author. Anyone who wishes to adapt the resource needs to seek your explicit permission to do so. The ND rule applies, for instance, to all forms of abridgement, extension or rearrangement of the content you are sharing.

There are contexts in which preservation or protection of the defining characteristics of your content is crucial. In a health sciences or medical context, for example, the adaptation of colours in a resource associated with diagnostic indicators could have damaging repercussions for someone's health.

While the ND clause is an important protection mechanism in certain contexts, it does inhibit the application and dissemination of your work. If you want your resources to be used for teaching purposes or in a creative context, the ND provision can be too restrictive, only allowing use of your content 'as is', without the affordance of combining your material with other resources or enhancing it any way.

The ND clause is particularly limiting in the area of open educational resources (OERs), which is founded on the principle of free adaptation and reuse of existing knowledge content. Prohibiting adaptation diminishes the 'openness' and application potential of the resource in this context.

If you are struggling to make a decision on whether or not to utilise the ND clause, ask yourself the following questions:

- Is the formatting or design of the resource intrinsically connected to its content (i.e. would altering the format jeopardise the integrity of the material)? [If yes, choose ND]
- Does the resource need to be consumed in its entirety for any components thereof to make sense? [If yes, choose ND]
- Is it important that your content has the affordance of translation so that it can be consumed in other parts of the world? [If yes, do not choose ND]
- Would you like users to be able to incorporate aspects of your content into other file formats or mediums, such as video, performance or documentary? [If yes, do not choose ND]

Table 1 outlines the kinds of use that are allowed under the ND clause.

Table 1: Uses allowed under the ND licensing stipulation

Use Case	Permitted under ND?
Mashup video	No
Image or text in newspaper or journal	Yes
Music remix	No
Sampling	No
Image or text on website, blog or social media posting	Yes
Translation	No
Music synching	No
Screen adaptation (e.g. of a novel, music)	No
Images in catalogue	Yes
Article in text collection	Yes
Image Collage	Depends (generally No) [92]
Parody	Depends on the jurisdiction [93]
"Kitchen-Video" with background music	No
Documentary film integrating sound footage	No

Source: Kreuzer 2014 (CC-BY)

DO YOU WANT PEOPLE TO BE ABLE TO USE YOUR CONTENT COMMERCIALLY?

Content sharing in the digital environment relies on a wide range of business models and revenue streams, many of which are still emergent. This makes the decision regarding the commercial use of your content particularly tricky. It is certainly possible to make it explicit that your work may not be commercialised: Creative Commons provides for this through the 'NC' (Non-Commercial) provision, which prohibits use of your work for commercial purposes without your permission.

There appears to be a great deal of uncertainty around the NC clause, though, principally because the commercial component of any activity can be very difficult to isolate. This complicates interpretation of this provision, undermining the basic principle of open content licensing – to provide clarity for the user and ease the burden around contractual communication.

It is important to consider employment of the NC clause carefully if you are interested in your work finding application in an educational or OER context. There may be unintended consequences where intermediaries are involved in the delivery of your content. In bandwidth-constrained or rural environments, for instance, intermediaries provide services such as delivering photocopies or printouts of material that is available free online. They may charge a nominal fee for this. Application of the NC clause prohibits this kind of activity and cuts short the return cycle of your work from an economic perspective.

There may be competitive or strategic reasons for applying the NC clause, such as wanting to retain sole rights to any commercial exploitation, or complying with a legacy contract that permits no commercial activity. Applying this provision, however, can significantly inhibit the exploitation of your resource in private, research and educational contexts. The NC restriction affects free distribution and inhibits many uses. Consequently, it should be considered carefully before it is applied.

If you are grappling with making a decision around the NC provision, ask yourself the following questions:

- Will you benefit (financially or otherwise) by prohibiting others from making commercial use of your work? [If yes, you may wish to consider choosing NC]
- Do any of the contractual arrangements affecting your work prohibit the financial exploitation of your outputs, either by yourself or others? [If yes, you should choose NC]
- Are you bound by any contracts specifying that no commercial exploitation of resources is allowed? [If yes, you should choose NC]
- Do you want your work to be utilised optimally in an OER or educational context? [If yes, you should not adopt NC]
- Do you want your work to be applied in an innovation or economic development context? [If yes, you should not adopt NC]

Table 2 outlines the kinds of use that are allowed under the NC clause, differentiated by user group.

Table 2: Uses allowed under the NC licensing stipulation

User type	Company	Public institution	Non-profit NGO	Free-lancer	Private person
Sell hardcopies	No	No	No	No	No
Licence content against payment	No	No	No	No	No
Use for advertising	No	No	No	No	No
Use to make money	No	No	No	No	No
Use for the job	n.a.	n.a.	n.a.	No	n.a.
Use on a website that displays ads to recover hosting costs	No	Yes	Yes	No	Yes
Use on a platform, where the platform provider (not the content provider) displays ads	No	Yes	Yes	No	Yes
Use for inhouse education and information	No	Yes	Yes	No	n.a.
Use for private entertainment and to entertain friends/family of the user	n.a.	n.a.	n.a.	n.a.	Yes
Use to inform/entertain customers/clients/audience	No	Yes	Yes	No	Yes
Use in tuition-free courses for educational purposes	No	Yes	Yes	No	Yes
Use in tuition-based courses for educational purposes	No	No	No	No	No
Use for corporate-funded research	No	No	No	No	n.a.
Use for tax-funded research	No	Yes	Yes	No	n.a.
Use for inhouse corporate research	No	n.a.	n.a.	No	n.a.

Source: Kreuzer 2014 (CC-BY)

STEP 2

ASSESS YOUR POLICY FRAMEWORKS

A public open content licence like Creative Commons grants non-exclusive rights to other users. In order to apply such a licence, you need exclusive ownership of the rights covered by the licence, or permission from the rights holder to act on their behalf.

By granting non-exclusive rights, you are issuing a set of permissions to users rather than transferring your copyright (which would be an exclusive arrangement). If you are a non-exclusive rights holder (i.e. a co-owner), you (acting alone) are typically not entitled to grant such rights to third parties.

Whether or not you hold exclusive copyright over your material is influenced by two principal factors: institutional policy, and the grant framework under which the work was produced.

GET TO KNOW YOUR INSTITUTIONAL IP POLICY

Institutional intellectual property (IP) policies provide the overarching set of principles governing what your rights are and how you may manage copyright of material produced in the course of your work. Such policies typically provide clarity on responsibilities as an employee and how content ownership works. Your institution may also differentiate by category or type of content. The University of Cape Town (UCT), for instance, generally assigns copyright to staff members in course materials, and scholarly and literary publications they have authored. However, the institution retains copyright in exam questions, syllabi, curricula and tests, for example. The

screenshot below from UCT's Research Contracts and Intellectual Property Services (RCIPS) website outlines the institutional position,[1] as contained in the IP policy.[2]

Copyright at UCT

The UCT IP Policy divides copyrightable works into two categories. For the first category UCT retains ownership, whilst in the other case, UCT automatically assigns the copyright to the authors.

Category 1 Examples - Owned by UCT

(Work produced to support core/support functions)

- Multiple choice tests and exam questions
- Syllabuses and curricula
- Software commissioned by UCT to support academic or research administrative processes or the general operational management of UCT
- Software developed as part of a research project, unless assigned by research agreement to another party
- Photographs or digital images taken by UCT staff for media/publicity or specifically commissioned by UCT
- All UCT produced publications including but not limited to The Monday Paper, Varsity, Research Report, electronic media and content on UCT website
- Specifically commissioned works and course materials that fall outside the scope of normal academic work

Note that data is regarded as a "Tangible Research Property" and is owned by UCT (see the IP Policy).

Category 2 Examples - Assigned Automatically to and Owned by Authors

- Scholarly & literary publications (incl. theses, where students own the copyright)
- Paintings, sculptures, drawings, graphics and photographs produced as an art form
- Recordings of musical performances
- Musical compositions
- Teaching/Course materials produced by staff - unless commissioned by UCT. Condition: perpetual royalty-free licence to use, copy and adapt for teaching and research.
- Film

Where academics wish to include examination questions in a textbook that they wish to publish, permission for their use should be sought from RCIPS.

Please refer to the UCT IP Policy for full details.

You need to understand your institution's position regarding copyright in the particular kind of content you wish to share, especially if there are any stipulations

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1 Available at: **http://www.rcips.uct.ac.za/rcips/ip/copyright/uct_copyright**
2 Available at: **https://www.uct.ac.za/downloads/uct.ac.za/about/policies/intellect_property.pdf**

relating to the kind of sub-licensing activity you wish to engage in (e.g., whether or not you are allowed to issue a Creative Commons licence in respect of your material).

Section 9.2 of UCT's IP Policy states that 'UCT supports the publication of materials under Creative Commons licences to promote the sharing of knowledge and the creation of Open Education Resources' and, further, that authors of certain types of work identified in the policy are 'free to distribute their material under a Creative Commons licence'.

If your institution does not have an IP policy, you should consult your library, contracts office or registrar on what the institution's position is concerning copyright management. It may also be useful to check whether your faculty or department has any guidelines or has taken an official position on licensing.

EXAMINE THE IP STIPULATIONS IN YOUR GRANT AGREEMENTS AND CONTRACTS

Beyond institutional policy, you need to consider the agreements you have entered into with the organisations and stakeholder partners that are funding your work. Usually, grant agreements are vetted by a contracts office or similar entity to ensure that they are in line with institutional IP policy at inception, but you must check whether there are stipulations on the licensing of outputs produced under a grant or funding agreement.

Some funders may require you to assign exclusive copyright to them, in which case you cannot act as a licensor of your content. You should avoid exclusive transfer of copyright at all costs, as it severely limits your options in terms of what happens to your content after it has been produced.

In many cases, funding agreements stipulate that the author retains copyright, but grants the funding entity non-exclusive distribution or publication rights. Sometimes, there is joint copyright ownership. In cases like this, copyright co-owners should work together to define a licensing approach that is in line with the stipulations regarding

IP outlined in the funding agreement. Increasingly, funders are requiring open access publication and, within this context, often stipulate the licensing provisions under which your content should be published. Such stipulations, typically, are contained in intellectual property rights or open content clauses, which may be worded along the following lines:

So as to ensure the greatest possible development impact, the Recipient shall ensure that Project Outputs and research findings (excluding computer software) produced during the course of this Memorandum in pursuit of the Project Objectives are made available to the public pursuant to the Creative Commons Attribution Share-Alike Licence 4.0.

Dealing with legacy content can be particularly tricky in terms of assessing grant IP stipulations, as records are often not retained over time and agreements of the past did not always make IP stipulations explicit. If your contracts are unclear or prevent you from sharing content in the way you would like, it is a good idea to contact your funders in order to explore the prospect of waiving or amending outdated provisions, as there has been significant change in attitude and flexibility regarding rights management for content sharing in recent years. Such an approach would be especially worthwhile if the funder concerned has since adopted open access principles.

If the resource you wish to share has been formally published, you need to consider the contract you signed with the publisher. If you transferred exclusive copyright to the publisher, you no longer have the legal authority to license your resource. If, however, you granted the publisher a non-exclusive distribution agreement, you remain the principal copyright holder and, as such, are free to apply a Creative Commons licence. Licensing other versions or iterations of the published content, such as pre- or post-prints, can be complicated and needs to be evaluated on a case-by-case basis. Contact the publisher for clarity on this if your publication agreement does not make it clear what your rights are, or consult the SHERPA-RoMEO database of publisher copyright and self-archiving policies.[3]

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3   See **http://www.sherpa.ac.uk/romeo/**

REVIEW CO-AUTHORSHIP ARRANGEMENTS

The final factor you need to consider before you get the green light to apply a licence to your content is whether any co-authors are involved and, if so, what their rights are.

If you hold joint copyright with other authors, you require their consent to apply a licence to your co-authored content. Confer with your co-authors concerning licensing decisions, as your choices will have ramifications for the performance and application of your content down the line. You should also check whether your co-authors have any parallel funding arrangements which make stipulations on licensing. You need to act in line with the grant and policy frameworks governing the work of all co-authors in order to make an informed decision on licensing your content.

In line with the overall principle of clarity regarding user rights, it is also useful for you to be in agreement with your co-authors in terms of which licensing provisions to select. Should you and your co-authors license the same resource differently, this may cause confusion in the enforcement of your rights.

STEP 3

SELECT AND APPLY THE LICENCE

FAMILIARISE YOURSELF WITH CREATIVE COMMONS LICENSING

Creative Commons is a worldwide initiative aimed at encouraging copyright owners to use open content licensing to promote better identification and reuse of content. First released in 2002, the licensing system was inspired by the Free Software Foundation's GNU General Public License (GNU GPL), and is complemented by a web application to help users license their work.[4] The web application enables the delivery of the licence in three important ways:

- the Commons deed – the human-readable, plainly worded summary of the licence together with the relevant icons that denote acceptable use;
- the legal code – the dense, legally worded stipulations of the agreement; and
- the digital code – the metadata that converts the licence into HTML for web and Internet search application.

The licences are legally enforceable, and their application has grown exponentially since their inception. The recently published State of the Commons report notes that 882 million Creative Commons licences were applied to online content in 2014.[5] However, only 1% of global CC-licensed content originates in Africa (see Figure 1). This imbalance has ramifications for the visibility of African scholarship and for the potential of the work of African scholars to be reused. It is, therefore, imperative that local authors engage more proactively with IP and copyright issues.

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4 Available at: **https://creativecommons.org/choose/**
5 See: **https://stateof.creativecommons.org/report/**

Figure 1: Where CC-licensed works are published
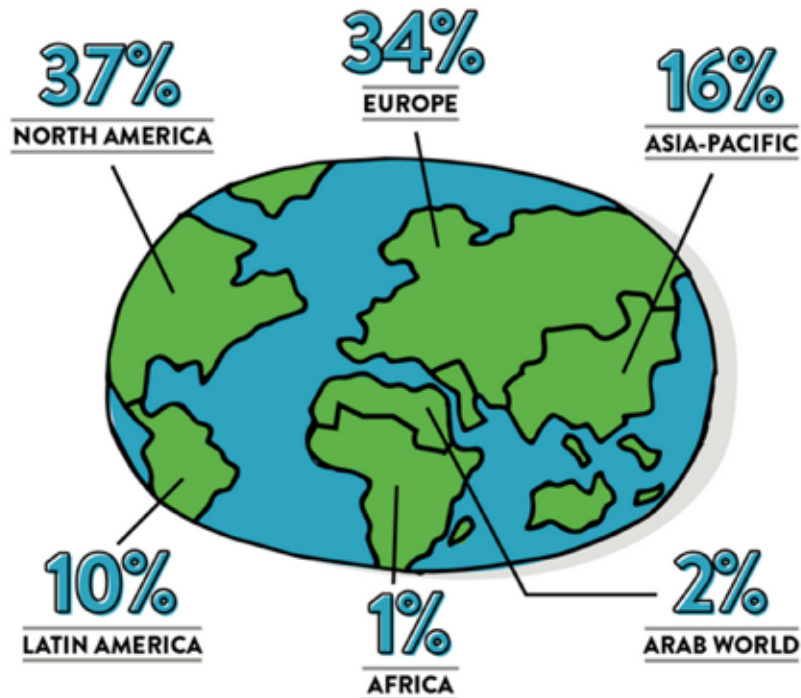
*Source: Creative Commons. **https://stateof.creativecommons.org/report/** (CC-BY)*

The presence of a Creative Commons licence is increasingly seen as a key open access indicator, in that it enshrines and formalises the open nature of a resource. Open access advocates argue that a Creative Commons or other form of open licence must be present for a resource to be considered authentically open. It is also a prerequisite if you desire greater visibility and reuse of your content.

Creative Commons licences are generic and suitable for almost every kind of copyrighted work, including text, music, photos, films and images. However, they are not designed to cover computer programs or software, which utilise specific licences

such as the GNU GPL mentioned above. The following baseline features are common to all Creative Commons licences (Fitzgerald 2007):

- attribution must be given to the creator of the copyright work (through the 'BY' provision);
- the licences grant the right to copy, distribute, display, digitally perform and make verbatim copies of the work in a different format;
- they have worldwide application that lasts for the duration of the copyright, and are irrevocable;
- licensees cannot use technological protection measures to restrict access to the work;
- copyright notices should not be removed from copies of the work; and
- every copy of the work should maintain a link to the licence.

Copyright owners need to choose which of the following optional licence conditions they wish to adopt:

- **Non-Commercial (NC):** others are permitted to copy, distribute, display and perform the copyright work – and any derivative works based upon it – but for non-commercial purposes only;
- **No Derivatives (ND):** others are permitted to copy, distribute, display and perform exact copies of the work only, and cannot make derivative works based upon it; and
- **Share-Alike (SA):** others may distribute derivative works only under a licence identical to that covering the original work.

All Creative Commons licences work on varying combinations of these provisions. By mixing and matching these elements, copyright owners can choose between the six core licences outlined in Figure 2.

Figure 2: Creative Commons licensing variations

(cc) ① BY	**Attribution**	This license lets others copy, share, modify and build upon your work, even commercially, as long as they credit you for your original creation. This is the most accommodating of licenses offered, and is ccLearn's recommended license for OER.
(cc) ① ◎ BY SA	**Attribution — Share-Alike**	This license lets others copy, share, modify and build upon your work even for commercial purposes, as long as they credit you and license new creations derived from your work under the same conditions.
(cc) ① ⊜ BY ND	**Attribution — No Derivatives**	This license allows others to copy and share your work, including commercially, as long as it is passed along unchanged and in whole, with credit to you. Your work can be included in compendiums, but may not be translated or modified without your permission.
(cc) ① $ BY NC	**Attribution — Non-Commercial**	This license lets others copy, share, modify and build upon your work non-commercially, as long as they credit you.
(cc) ① $ ◎ BY NC SA	**Attribution — Non-Commercial — Share-Alike**	This license lets others copy, share, modify and build upon your work non-commercially, as long as they credit you and license new creations derived from your work under the same conditions.
(cc) ① $ ⊜ BY NC ND	**Attribution — Non-Commercial — No Derivatives**	This license allows others to copy and share your work non-commercially, as long as they credit you. Your work may not be translated or modified without your permission. This license is the most restrictive of our six main licenses.

Source: http://education-copyright.org/creative-commons/

You will need to apply Creative Commons licences on a case-by-case basis, assessing all the factors outlined above, in line with your ambitions and concerns around the particular resource in question. You may find that every object or output you wish to share has a different set of considerations, meaning that you will make available various kinds of content under differing kinds of licence. Typically, however, you may generalise around broad categories of content and develop a rule-of-thumb or default personal licensing preference.

Once you have decided which licence to use, you can apply it to your work. In order to ensure correct attribution of the resource, you should provide clear details on the licensing statement. Depending on your legal jurisdiction, you should also specify

which, if any, country-specific version of the licence you are utilising. This said, the latest Creative Commons licence, version 4.0, is applied globally.

Below are some examples of how you can express the licence pertaining to different content types.

PRACTISE APPLYING THE LICENCE TO VARIOUS CONTENT TYPES

Text document

On the title page or copyright information page or at another prominent location, insert the relevant text, just as you would a standard copyright statement, as follows, for example:

> © 2015, Sally Hofmeyr. Licensed under the Creative Commons Attribution 4.0 International License, **http://creativecommons.org/licenses/by/4.0/**
>
> (cc) BY

It is useful to combine the statement with the licence icon, which facilitates quick visual recognition irrespective of the statement's language. These icons can be downloaded from the Creative Commons website.[6]

Web page/website

If you wish to apply a Creative Commons licence to a web page or website, you should use the Creative Commons online licence chooser,[7] as this will provide the HTML code you need to insert. It is useful to display the licensing statement prominently on the home page, so that users have a clear idea of the usage provisions associated with the site content. In a case such as this, the licence applies to all content on the website, unless independent licensing provisions apply to a particular resource.

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6   **https://creativecommons.org/about/downloads/**
7   **https://creativecommons.org/choose/**

You should check that the licence you apply to a website aligns with the terms of use associated with the site.

Video
In the case of video, insert a two- to three-second screen at the beginning or end of the video which reflects the licensing provisions associated with the content (in the same style as you would for a text document). If you are posting the video on YouTube or any other online platform, it is also useful to incorporate the licensing provisions as metadata (the details which describe the resource). Including the licensing statement in a description field is recommended for all content types and formats. You may wish to run the statement at the end of the content abstract if there is no designated field to accommodate it.

Audio
If possible, insert a short audio statement of the licence at the end of the audio file (following the convention of text file treatment). If you feel, however, that this is not appropriate and compromises the integrity of your resource, include the licensing provisions in a description field when you post the file online. Some audio- and photo-sharing websites allow you to select a licence from predefined drop-down lists.

Photographs
Insert the licensing statement as metadata in any description fields that seem appropriate. Photo-sharing sites such as Flickr make it possible for you to choose your licence through the site interface.[8] This allows users to search the site for content with Creative Commons licences. It is now also possible to license your photographs (and other material) on Facebook through a licence-picker app.[9]

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8   See: **https://www.flickr.com/creativecommons/**
9   **https://creativecommons.org/tag/creative-commons-licensing-application**

CONSIDER LICENCE COMPATIBILITY

When licensing your content, it is important to consider the compatibility of licensing combinations if you are utilising content that has been licensed previously. You will also need to consider this factor when you utilise, in your resource, third-party materials (such as maps, images and figures), which carry different licensing provisions.

Table 3 outlines the possible combinations of Creative Commons content. There are also useful online tools,[10] which function dynamically and provide you with an indication of how to license your content, based on the licensing provisions you are managing in third-party or original material.

Table 3: Possible combinations of Creative Commons-licensed content

	PD	CC0	BY	BY-SA	BY-NC	BY-ND	BY-NC-SA	BY-NC-ND
PD	✔	✔	✔	✔	✔	✖	✔	✖
CC0	✔	✔	✔	✔	✔	✖	✔	✖
BY	✔	✔	✔	✔	✔	✖	✔	✖
BY-SA	✔	✔	✔	✔	✖	✖	✖	✖
BY-NC	✔	✔	✔	✖	✔	✖	✔	✖
BY-ND	✖	✖	✖	✖	✖	✖	✖	✖
BY-NC-SA	✔	✔	✔	✖	✔	✖	✔	✖
BY-NC-ND	✖	✖	✖	✖	✖	✖	✖	✖

Source: Kreuzer 2014 (CC-BY)

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10 See, for example, the OER Commons Creative Commons Licenses Compatibility Wizard: **http://www.oerafrica.org/FTPFolder/Website%20Materials/UnderstandingOER/licwiz/english.html**

CONCLUSION

Employing open content licensing is a useful means of ensuring that others can use your content in a wide range of contexts. Some people, nevertheless, disregard licensing statements and utilise online content as they please. This is far from ideal in environments such as universities. Ironically, as the Access and OER movements gain momentum, greater attention is being paid to attribution and legally shared permissions. Academics are increasingly aware of the need to have a more engaged online presence, and open licences are an important mechanism for facilitating enhanced visibility of scholarly work. The issues raised and the steps proposed in this guide also point to the need for more mindfulness at the planning and contracts stage, so that the ability to share is legally enabled from the outset.

USEFUL RESOURCES

This guide is intended as an introductory resource. If you would like more detail, the following resources are recommended for a more in-depth exploration of Creative Commons licensing:

Creative Commons South Africa licensor guidelines **https://open.uct.ac.za/bitstream/ handle/11427/9045/CC_Guidelines_092014TS.pdf?sequence=1**

Guide to Creative Commons for humanities and social science monograph authors **http://oapen-uk. jiscebooks.org/files/2011/01/CC-Guide-for-HSS-Monograph-Authors-CC-BY.pdf**

How to label third party content in Creative Commons licensed Material **http://www.smartcopying. edu.au/open-education/creative-commons/creative-commons-information-pack-for-teachers- and-students/how-to-label-third-party-content-in-creative-commons-licensed-material**

Open Content: A practical guide to using Creative Commons licences **https://www.unesco.de/ fileadmin/medien/Dokumente/Kommunikation/Open_Content_A_Practical_Guide_to_Using_ Open_Content_Licences_web.pdf**

REFERENCES

Kreutzer T (2014) Open content: A practical guide to using Creative Commons licences. Bonn: UNESCO. Available at: **http://www.unesco.de/fileadmin/medien/Dokumente/Kommunikation/ Open_Content_A_Practical_Guide_to_Using_Open_Content_Licences_web.pdf**

Fitzgerald B (2007) Open content licensing (OCL) for open educational resources. Paper commissioned by the OECD Centre for Educational Research and Innovation (CERI). Available at: **http://www.oecd.org/edu/ceri/38645489.pdf**

Schonwetter T (2014) Creative Commons South Africa licensor guidelines. Cape Town: Creative Commons South Africa. Available at **http://open.uct.ac.za/handle/11427/9045**

OPEN CONTENT LICENSING:
A THREE-STEP GUIDE FOR ACADEMICS

Aimed at the individual academic, this guide will enable you to make informed and purposeful decisions around licensing your work in line with international open access principles. Based on the framework of open content licensing – a legitimate, internationally-recognised legal practice located within the boundaries of copyright law – it has been designed to protect the author against unauthorised forms of content exploitation in the digital realm, and is beneficial to the global user community in that it limits bureaucracy associated with obtaining permissions for re-use.

Part of a series:

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