

Considerations for licensors and licensees

From CC Wiki

(Redirected from Before Licensing)

The following list sets out some basic things that you should think about before you apply a Creative Commons license to your material, or use Creative Commons-licensed material. It is not an exhaustive list. If you have additional questions or concerns, feel free to post to one of our email discussion lists (<http://creativecommons.org/discuss>), send us an email at info@creativecommons.org (<mailto:info@creativecommons.org>), send an email to one of our country project leads (<http://creativecommons.org/worldwide/>) or obtain your own legal advice.

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Considerations for licensors

Irrevocability

Remember the license may not be revoked.

Once you apply a CC license to your material, anyone who receives it may rely on that license for as long as the material is protected by copyright and similar rights, even if you later stop distributing it.

Type of material

Make sure the material is appropriate for CC licensing.

CC licenses are appropriate for all types of content you want to share publicly, except software and hardware.

Specify precisely what it is you are licensing.

Any given work has multiple elements; e.g., text, images, music. Make sure to clearly mark or indicate in a notice which of those are covered by the license.

Nature and adequacy of rights

Make sure the material is subject to copyright or similar rights.

CC licenses are operative only where copyright, sui generis database rights, or other rights closely related to copyright come into play. They should not be applied to material in the public domain.

Clear rights needed to use the material.

If the material includes rights held by others, make sure to get permission to sublicense those rights under the CC license. If you created the material in the scope of your employment or as a work-for-hire, you may not be the holder of the rights and may need to get permission before applying a CC license.

Indicate rights not covered by the license.

Prominently mark or indicate in a notice any rights held by third parties, such as publicity or trademark rights. This includes any content you used under exceptions or limitations to copyright, and any third party content used under another license (even if it is the same CC license as you applied).

Type of license

Think about how you want the material to be used.

Consider what you hope to achieve by sharing your work when determining which of the six CC licenses to apply. For example, if you want it to appear in a Wikipedia article, it must be licensed using BY-SA or a compatible license.

Consider any obligations that may affect what type of license you apply.

Think about any obligations you have, such as licensing requirements from a funding source, employment agreement, or limitations on your ability to use a CC license imposed by a collecting society, that dictate which (if any) of the six CC licenses you can apply.

Additional provisions

Consider offering a warranty.

If you are confident you have cleared all rights in the material, you may choose to warrant that the work does not violate the rights of any third parties.

Specify additional permissions, if desired.

You have the option of granting permissions above and beyond what the license allows; for example, allowing licensees to translate ND-licensed material. If so, consider using CC+ to indicate the additional permissions offered.

Special preferences

Specify attribution information if desired.

You may indicate particular attribution parties, a URI for the material, and other attribution information for licensees to retain.

Indicate any non binding requests.

You may ask licensees to adhere to your special requests, such as marking or describing changes they make to your material.

Considerations for licensees

Understand the license.

Read the legal code, not just the deed.

The human-readable deed is a summary of, but not a replacement for, the legal code. It does not explain everything you need to know before using licensed material.

Make sure the license grants permission for what you want to do.

There are six different CC licenses. Two of the licenses prohibit the sharing of adaptations (BY-ND, BY-NC-ND); three prohibit commercial uses (BY-NC, BY-NC-ND, BY-NC-SA), and two require adaptations be licensed under the same license (BY-SA, BY-NC-SA).

Take note of the particular version of the license.

The current version (4.0) differs from prior versions in important respects. Similarly, the jurisdiction ports may differ in certain terms, such as dispute resolution and choice of law.

Scope of the license.

Pay attention to what exactly is being licensed.

The licensor should have marked which elements of the work are subject to the license and which are not. For those elements that are not subject to the license, you may need separate permission.

Consider clearing rights if you are concerned.

The license does not contain a warranty, so if you think there may be third party rights in the material, you may want to clear those rights in advance.

Some uses of licensed material do not require permission under the license.

If the use you want to make of a work falls within an exception or limitation to copyright or similar rights, you may do so. Those uses are unregulated by the license.

Know your obligations.

Provide attribution.

All CC licenses require you provide attribution and mark the material when you share it publicly. The specific requirements vary slightly across versions.

Do not restrict others from exercising rights under the license.

All CC licenses prohibit you from applying effective technological measures or imposing legal terms that would prevent others from doing what the license permits.

Determine what, if anything, you can do with adaptations you make.

Depending on what type of license is applied, you are limited in whether you can share your adaptation and if so, what license you can apply to your contributions.

Termination is automatic.

All CC licenses terminate automatically when you fail to comply with its terms. If the material is under a 4.0 license, you must fix the problem within 30 days of discovery if you want your rights automatically reinstated.

Consider licensor preferences.

Consider complying with non-binding requests by the licensor.

The licensor may make special requests when you use the material. We recommend you do so when reasonable, but that is your option and not your obligation.

Category: FAQ

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