



Digital Rights Management

Final Report: Appendices

Study carried out by Intrallect Ltd on behalf of JISC

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This document forms the appendices to the Digital Rights Management Final Report. Please read the Final Report to appreciate the context of these appendices.

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Appendix A: Acronyms

AAP	Association of American Publishers
CDPA	Copyright Designs and Patents Act
CEN/ISSS	European Committee for Standardisation/Information Society Standardisation System
DiVLE	Digital Libraries and VLEs:
DREL	Digital Rights Expression Language
DRM	Digital Rights Management
eLib	Electronic Libraries (JISC Programme)
FAIR	Focus on Access to Institutional Resources
FE	Further Education
HE	Higher Education
HEFCE	Higher Education Funding Council for England
IEEE	Institute of Electrical and Electronics Engineers
IMS DRI	IMS Digital Repository Interoperability
JISC	Joint Information Systems Committee
JORUM	JISC Online Repository for [Learning and Teaching] Materials
LOM	Learning Object Metadata
LTSC	Learning Technology Standards Committee
LTSN	Learning and Teaching Support Network
MARC	MAchine-Readable Cataloging
METS	Metadata Encoding and Transmission Standard
NSF	National Science Foundation
OAI-PMH	Open Archive Initiative – Protocol for Metadata Harvesting
OASIS	Organization for the Advancement of Structured Information Standards
ODRL	Open Digital Rights Language

RDN	Resource Discovery Network
VLE	Virtual Learning Environment
W3C	World Wide Web Consortium
XrML	EXtensible Rights Markup Language
Z39.50	a standard way for two computers to communicate for the purpose of information retrieval

Appendix B: Acknowledgements

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Appendix C: Use case summaries

Only 93 of the 125 use case summaries produced are included in this list. The remaining 32 have all been developed into full use cases and are listed in Appendix D.

Use Case Sentences

1. A learning technologist finds a free online module created by an English charity and adapts chunks of it into learning objects for the Scottish social work curriculum.
2. A librarian makes learning objects produced by another organization available to her users via her own organization's repository
3. An e-learning manager wants to provide a peer-to-peer system to enable sharing of grey literature between social care training and service organizations
4. An e-learning manager wants to repurpose a published paper for presentation on the web in a format suitable for people with learning difficulties
5. A student is working as part of a team of 4 students who are collaboratively designing a product as a project assignment. The student is asked to source, store and integrate a range of digital resources within a digital portfolio. These resources are sources from a variety of sources (library, web site, on line journals, self-generated resources, etc)
6. A student is asked to summarize the ideas generated during an online discussion involving students, tutors and industry partners. The student wants to digitally publish this summary.
7. A project team wants to include an interview with a social worker in a learning object which will be available to social work educators
8. A social work educator wants to adapt a LO generated by a project for use in a lecture.
9. A student is expected to find information to support collaborative design teamwork and share this with team members in an electronic learning environment. They find an article in an electronic journal through the library. Two of the team members are employees of a commercial industrial partner.
10. An academic department wants to reuse two sets of digital resources created by two teams of students – one as a good example, one as a poor example of collaborative product design work.

11. A lecturer wants to put together a set of learning objects but their head of department wants assurance about quality of the learning objects.
12. Lecturer wishes to use chapter from textbook as part of course pack for free distribution to students as part of course.
13. A learning technologist wants to incorporate a 20 second video clip of a popular film in a learning object about crime prevention and make the learning object available to all Scottish social work educators.
14. A learning technologist wants to adapt a diagram from an existing published work to make it into more interactive and pedagogically useful material. This end result will use the same concepts and structure but will look extremely different.
15. A student wants to use published research produced by academics and professionals for a copyrighted online blog entry. They want to use extracts and they don't want to pay for the any of the published research.
16. A publisher wants to make an author's book available online but wants to restrict access to those who have bought the printed book.
17. An author is providing materials into a repository for other people to use-reuse wishing to be acknowledged and paid for his/her work when others are making use of the materials for profit but not for non-profit purposes. These materials have been gathered in draft form and other users are redefining them for their own purposes – not keeping original form but keeping original form but keeping original concept. They are going to make profit from its use.
18. Author believes in open access in submitting material to a copyrighted collection without being paid for it. He wishes to provide these materials with different rights modifications to other non copyrighted collections.
19. An HE institutional Library Wishes to buy in third party learning objects to add to the Institutions learning object repository
20. An Institution wishes to give access to their staff to a repository of multimedia assets which have been developed through digitising OU television programs. These programs have been created in partnership with The BBC and external agencies. The institution wishes to indicate which parts of each program are copyright free and which will require permission.
21. An Institution produces a new set of statistics which supersedes the previous version. The rights on the new version need to be restrictive but the older set of the statistics can now have the restrictions removed. Ideally those using the old material should be informed that the rights have changed.

22. A course has three sections which don't have digital rights permissions but the rest of the course does. How do you store it recording the different levels of rights? Does the whole item have rights? (and is it at the lowest common denominator level) How do you store it recording the different levels of rights? How do you go about reusing it as a whole?
23. A distance teaching institution wants to make available its archive of past courses and AV materials online under an open-source license to other educational/not-for-profit uses. The archive is very rich in third party content under historic licenses
24. A lecturer wants to use resources from today's newspaper, a newly released music album and a photograph in teaching on line discussion group this afternoon
25. A non UK Library wants to license TV programs produced by a British University for exhibition over their closed system (computer terminals, access on site). They would like to control access to the video based on license conditions (video is unusable after a certain date)
26. A non UK University wishes to use excerpts from a TV program, produced by a British University, in their course to be delivered via E-Learning. The extracts contain 3rd party material with no such rights available (or available only at high cost)
27. A lecturer wants to make his/her published research available from a personal web page and also from a password controlled online reading list, accessible to his/her students
28. A University wishes to produce video-ed lectures packaged with PowerPoint materials (that occasionally include materials with 3rd party rights) and make these available to distance learning students on a premium rate masters course
29. An academic wishes to use an article written by a third party to illustrate a teaching point and make this available to students both in print and electronically via a website
30. A lecturer wants to use video material from a TV documentary on a CD ROM being produced as part of a set of course materials, some of which will be quoted in related print materials
31. An HE Provider of online continuing professional development wishes to make online resources available for download for teachers to use in schools in whatever way they choose.
32. Publisher has bought UK rights to authors material, the content of which can be accessed via an open site in the USA
33. University A provides existing content (video/printed) to University B. University B needs to adapt content for provision online and for Arab Culture. University A needs to ensure course integrity (in present and future course presentations)

34. An HE Institution uses a collaboratively produced learning object in a master's course. The object is produced using Microsoft Words "track changes" facility to identify individual collaborators contributions to the work.
35. A University course developer wants to link to a collection/selection of e-journal articles from the library's licensed collection for use by the University's students and staff only. Course materials might be sold to outside users, sometimes commercially.
36. A lecturer wants to use short extracts form a range of documentary films from the 70's for teaching a course on social class and fashion in he 70's. She wants to splice the extracts together and replace the soundtracks with her own voiceover.
37. A researcher wants to compare and criticise the approaches of 2 other researchers on personality development by publishing an eprint that uses hyperlinks to papers by those researchers that are published in the e-journal collection of two commercial publishers
38. A service provider wishes to make available to teaching staff within UK HE/FE a repository full of learning and teaching materials, which are to be contributed by members of the HE/FE's, some of whom are willing to allow re-purposing of content & some of whom are not; and where third party content may also be included in materials.
39. A service provider wants to allow HE/FEs to sell content via the repository service; and/or allow sale of content via the repository deposited by commercial vendors.
40. A learning service manager wants to transfer all of the web accessible content from one (commercial) VLE system to that of another vendor. The VLE has been used in distance learning courses by foreign students as well as by tutors and users across UK
41. Information services manager wants to offer access to library e-resources through a portal linked with a VLE and management information services. The VLE can "capture" and display library content through web references. The VLE allows metadata tagging of such references.
42. A lecturer at a college of music wishes to prepare an electronic learning resource for access by students over the WWW. While the words will be her own, she wishes to illustrate the course with recordings of 20th century composers work (whole works and excerpts). What licences does she need and where can she get these? What constraints does she have to place on her students?
43. A library obtains licences to electronic resources from many different commercial sources. Each comes with a licence with slightly different terms, many different members of staff are responsible for negotiating licences, and each uses specific languages as terms in their licence agreement. How does the library ensure that patrons understand

- what accesses and usages they are allowed, how is risk of copyright infringement minimised?
44. Tutor at a university wants his research into medieval Manchester published in the *Journal of History*, an electronic journal published by the History Society. The contract with the journal specifies that the copyright is assigned to the publisher.
 45. A Tutor in school of librarianship at the University would like his paper on information management to be made freely available to researchers in UK & overseas information science, but not used commercially by any 3rd party publisher.
 46. A Researcher is organising a technology event and hopes to capture screen demos and video of discussions with participants to add to an online best practice resource bank.
 47. Cross searching of repositories for educational resources
 48. Faculty has produced a video using comment/review exceptions in the CDPA (Copyright Designs and Patent Act). Faculty feels video would be useful to other HE's and overseas partners.
 49. Course team filmed/interviewed patients at hospice and feel material would be very useful to many other HE's on web-site.
 50. A librarian of a college wants to make sure that a video file of a channel 4 documentary available for viewing on the local network is not viewed or distributed outside of the physical campus of the institution
 51. A collection Agency wishes to make a database of news broadcast information available for portal harvesting. They wish to ensure that due credit is given to the creators of the metadata and that only an insubstantial number of records can be copied (not the bulk of metadata)
 52. An Institution building an online distance learning course wants to include a licensed broadcast video by streaming for access by students off-campus as part of their final module exam but which they have not yet licensed.
 53. A lecturer wishes to manipulate existing licensed material to an alternative media format more suited to their course's learning objectives (e.g. video to still or still series; sound options without visual)
 54. A University IT infrastructure head wants to include in an institutional portal a list of all licensed e-journals to which a specific end-user has access – differentiating between those accessible, not accessible and conditionally accessible (e.g. on campus only) by the user.
 55. An academic library wants to merge together several repositories of pre-print working papers into a single managed repository but

- maintaining the source attribution and access for updating by the author and originating research centre of each item.
56. A subject centre harvests metadata from an RDN hub and subsequently adds additional information to the record.
 57. A portal harvests metadata from a variety of sources and allows open browsing of these records. What obligations does the teaching portal have in passing on rights?
 58. A tutor on an electronic music composition course wants to make students compositions available on the web to record companies to allow students to potentially get record contracts. The compositions may include sound samples of other established artists work.
 59. A graphic designer wants to use small sections of images randomly taken from the web. The images will be heavily processed and may not resemble the original work in a distinguishable way. The designer would like to "own" his artwork. Is this possible?
 60. A lecturer wishes to create a project using a combination of his/her own materials and several others including TV clips, NLN materials, JISC, and commercial materials.
 61. A lecturer wishes to use a variety of TV and radio clips but cannot establish how to proceed legally.
 62. A library creates a catalogue of bibliographic metadata including the table of contents of journal issues. It sells the catalogue to other organisations that provide resource discovery and journal article sales.
 63. A library acquires material under several license agreements. It provides the material to end users under the lowest cost, most generous terms.
 64. A consortium of HEIs is creating learning resources based on the use of digital census data. They wish to produce a resource that uses data licensed for use by UK FE/HE but has different licenses attached to different datasets. The resource will be available, at no charge for sharing and reuse within UK FE/HE and requires acknowledgement in this case.
 65. A consortium of HEIs is creating learning resources based on the use of digital census data. The consortium creates a searchable online metadatabase describing the learning resources and associated census datasets. The funding body wishes to transfer this metadata into an online repository to make it available to a wider audience.
 66. A medical school wants to share a bank of patient-case videos with other medical schools and wishes to ensure that the use will meet the permissions and consent given by the original participants in the videos.
 67. A lecturer wants to create a series of CALs in a semi-public run-time repository which contain a mixture of third party and locally developed

- images, videos and other materials and they want to cover themselves against copyright breach and future claims against themselves.
68. A social work lecturer wishes to incorporate pieces of BBC audio from the repository A into a learning object which will be deposited in repository B – project needs to know which rights to pass on
 69. An English Language teacher from a non UK university wishes to use BBC audio from a UK repository in an online English test administered by her university. However, the University charges students a fee to sit the test, contravening the terms of the repository projects agreement with the BBC – tracking further usage
 70. A group of students agree that a video of themselves undertaking project work may be incorporated into a PhD thesis and made available on the web- and some want assurances that the video will not be copied and used in other circumstances – and some are concerned that in later years they may regret their decision and want the video removed from the web
 71. A student obtains permission from a publisher and author that he may use a diagram from a particular book in his thesis: - which will be made available on the web- but he is concerned that he has to guarantee to them that the diagram will not be reused from the web-based thesis. (shared responsibility for making sure rights are respected)
 72. A lecturer creates course material using publicly funded NLN learning objects. How would a third party know what they can do with the (new) material, what responsibilities they have to acknowledge (or pay) the original creators?
 73. During a course, value is added to existing learning material by adding class/group discussions. Who owns the rights in the enhanced material and how should these be asserted?
 74. An institution wishes to share modules or some online courses with other members of a European wide consortium for use in teaching. What information would have to be stored in order for it to be reused?
 75. A lecturer wishes to use, in an online course, a video clip of an organist playing his/her "variation" of a well known modern children's song.
 76. A research board applicant seeks advice on rights ownership associated with part of a proposed project which will involve discussions among artists (on the subject of artistic process) using Wiki technology. The Wikis will be hosted at an American University; contributors will be worldwide. The Wiki will be archived in its final form at the end of the discussion period, and form part of the resource materials emanating from the project. Who owns the rights to this material/content? What steps should be taken to ensure that it may be used legitimately in other contexts in the future?

77. An academic secures permission to digitize a well known listings publication in the course of a project whose primary output will be a database providing details of those listings. What would the situation be if use of the images of a number of covers (of magazine) was requested for another academic conducting different research in the future? (rights may have to be reviewed for future scenarios)
78. A consortium of Higher Education Institutions (HEIs) commissions an author to create a learning object based on her published book on the topic, including her text and some illustrations that were originally commissioned for the book by a separate illustrator. The learning object will be for sharing and reuse amongst teachers in the HEIs.
79. A learning object project wishes to take a video clip which is freely available on the web, created by a grassroots community disability organization, and incorporate it into a learning object created by the projects' learning technologist, to be available for reuse by Higher Education teachers across Scotland.
80. A lecturer searches for learning objects, but only wants to see those that she is allowed access to in her institution. (lecturer wants to see only materials that she is allowed to use)
81. A journalist wants to use extracts from a Creative Commons share-alike licensed work in several derivative works, including a presentation and a web page. Technicalities of asserting rights in different derivatives. Where does fair use stop?
82. A user wishes to submit a resource to a national FE/HE repository. The repository is accessible to all UK FE/HE staff. The user wishes to state that their resource can only be used for "not for profit purposes" e.g. teaching but not consultancy.
83. Lecturer A creates resource (e.g. interactive flash movie) and deposits it in a repository. Lecturer B downloads resource and substantially amends it. How are work efforts acknowledged and what if lecturer A is unhappy with major changes?
84. Resources are deposited with specific agreement as to who can access them (e.g. FE sector). Downloaded by FE college and available to all college users (could included non-FE people). How do you control this? (who is responsible for policing)
85. A research project wants to create a multimedia online resource based on Shakespearian performance in London and Stratford. Digital objects created include images, video clips and QTVR movies. All contributors must have digital rights acknowledged when materials are re-used. Re-use to be limited to educational context. Potential commercial use needs to be considered
86. A researcher wants to create an online environment for sharing research ideas using WIKI technology given that there could be potentially thousands of contributors from different countries. How do

- they ensure that individual rights will be protected when re-using materials? System is based on trust – maybe not formalized yet
87. A collection agency wishes to make 300 hrs of ITN news film available online for use by FE and HE end users. (This use case considers the case of a rolling stones video in detail)
 88. User (student/researcher wants to access licensed content from content provider even when subscriptions have ended.
 89. A system may have to be in place for dealing with changes in conditions of use over time – e.g. Met office data decreases in value very quickly and with collaborative data, it may become publicly available after a release date.
 90. A funding council wishes to monitor who is supplying data as they need to get credit for doing so.
 91. A research institute wishes to distribute their data for both commercial and non-commercial use but would like to make sure that the data they have supplied is not passed on.
 92. A Regional Medical council wishes to make data about patients available for medical research. Types of issues which would arise are:-
 - Ethics
 - Anonymity
 - data ownership
 - patients consent
 93. An institution wishes to make use of a file which was created 15 years ago by an employee. The employee has now moved on and several aspects of the file will have to be changed including both file type and content.

Appendix D: Detailed Use Cases

The use cases on which the requirements are based are included in the following pages. These use cases are in the form agreed with their authors. Comments are welcomed about the interpretation of the use cases to produce the requirements. Please send any comments to drm@intrallect.com.

Use Case 1

Use Case Summary

A course builder wishes to include a sound extract from a video

Primary Actor (and goal)

Course Builder	Provide a high quality sound component
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Stakeholders and Interests

Rights Holder	Attribution
Institution	Non Commercialisation, Good Practice, Avoid Liability, Reduce Exposure
Student	Learning and non infringement

Main Success Scenario

1	Identify video resource
2	Check licence supports sound extraction – delivery mode
3	Check video is composite
4	Extract sound and add to course
5	Augment rights information of course material to respect rights
6	Student successfully accesses material as part of course

Extensions

	Issues around video media – file on CD, streaming, download
2a	Licence permits “Library Distribution”
2a1	Fix on CD; can distribute to University Students
2a2	Streaming Delivery; can distribute to University equipment
2b	Licence restricts to UK viewers
2b1	Distance learning student accesses material outside of UK (licence is location based but enrolment is not)
3a	Video is not a composite. Create transcript and use speech reader
4a	Systems used don’t have integrated DRM

Use Case 2

Use Case Summary

An academic library obtains licences to provide access for its users to electronic resources from many different commercial providers under varying commercial terms and conditions; and wishes to minimise any risk of infringement of licence terms by the institution or its members

Primary Actor (and goal)

Library Manager	Minimize the risk of infringement whilst encouraging the widest possible legitimate access and use.
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Other Actors (and goals)

Library users	To access and use resources available in the library in ways which meet their individual requirements (users may belong to different classes of user; each class may have different requirements)
Library staff	To be able to negotiate freely over licence terms
Resource Providers	To be confident that library users will at least <u>understand</u> the terms of access and use granted by the licence (and ideally will also comply with those terms)

Stakeholders and Interests

Academic Institution	Interest aligned with library – minimize risk of embarrassment or financial penalty
Resource Provider	Compliance with licence terms (including possibly remuneration terms particularly where these are related to a usage metric)

Main Success Scenario

1	Resource provider offers “resource” to library under certain terms.
2	Library staff negotiate terms freely
3	Resource provider and library staff agree licence

4	Licence terms are made available in machine readable form
5	Licence terms are associated with relevant resource(s)
6	User “discovers” resource through appropriate access path (e.g. OPAC)
7	User accesses resource
8	User is provided with information on permitted uses for this particular resource
9	User complies with permitted uses

Extensions

3a	Standardised agreement achieves aims of reducing complexity (although this approach is unlikely to apply to multimedia resources)
4a	Resource provider provides machine readable version of licence (requires standard communication format and protocol)
5a	The same licence terms may apply to very disparate collections or to a single object
8a	Permissions do not meet user requirements
8a1	Process made available to allow user to clear necessary permission(s) appropriately to meet requirements which go beyond licence terms
9a	Non-compliance if no technical constraint.
9a1	Digital policy enforcement technology constrains non-compliant uses

Use Case 3

Use Case Summary

Faculty has produced a video using crit/review exceptions in CPDA. Faculty feels video would be useful to other HEIs and overseas partners.

Primary Actor (and goal)

Faculty	Expand original intended use
---------	------------------------------

Other Actors (and goals)

Institution	Distribute widely
User	Scientific Interest

Stakeholders and Interests

Institution	Acknowledgement, distributor
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Main Success Scenario

1	Produced video using high profile content without clearing (UK)
2	Intellectual Property department authorised appropriateness of use of material
3	Institution broadcast and distributed in UK
4	No Challenge from Rights Holders
5	Gain of students to Science Courses

Extensions

1	Producer would be prevented if he/she couldn't access required material.
2	Producer does not seek IP advice and hugely increases the risk of infringement
2a	Damage of institution reputation
2b	Unforeseen budgets
3	Institution could distribute outside UK – but strict licensing terms needed would not make this attractive/viable
4	Challenge received – damage limitation needed by IP department

Use Case 4

Use Case Summary

A consortium of Higher Education Institutions is creating learning resources based on the use of digital census data. They wish to create a resource that uses data licensed for use by the UK Further/Higher Education Community but have different licences attached to different datasets. The resource will be freely available for sharing and reuse within the UK Further/Higher Education Community and requires acknowledgement in this case.

Primary Actor (and goal)

Consortium (= resource creator)	To make resource available for reuse for teaching.
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Other Actors (and goals)

System	Allows service to data sets and allows generation/saving new maps/data
Users	Could be tutor (generating own resources) or student (could be accessing resource simply as exercise in interpreting this)

Stakeholders and Interests

JISC	
UK H/FE	Potential users

Main Success Scenario

1	Consortium agreement established. Covers IP for creator, provides JISC with licence to use resources in perpetuity.
2	Authentication and authorization of creator for census data (under terms and conditions of licence)
3	Resource is created
4	Copyright for resource itself (creator)
5	Acknowledgement of dataset(s)
6	Users are registered
7	User generates data of particular interest to them

8	Users capture data they have generated
9	Users re-use captured data

Extensions

1a	How to set up a consortium: Framework for this would help (!)
2	Assumes permission of the database owner?
3 and 9	Resource created needs to be located e.g. with DREL and other metadata. Perhaps available as a service.
6a	Could be registered to access data sets/service
6b	Could be registered to access resource itself
7a	Tutor includes attribution/acknowledgement of consortium and data providers,
7b	Student would acknowledge dataset providers but not necessarily consortium
8a	Data is captured in electronic form
9a	Data may be published on their own or course website.

Use Case 5

Use Case Summary

The Learning and Teaching Portal (LTP) harvests metadata from a variety of sources and allows harvesting of these records. How does the LTP pass on rights information?

Primary Actor (and goal)

End user of portal services	Access information and associated rights information
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Other Actors (and goals)

LTP	Expose resources and provide IPR information
JORUM	Supplying resources and digital rights information
Resource Creators	Expose materials and have rights protected

Stakeholders and Interests

Creators institution	Institution requires acknowledgement
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Main Success Scenario

1	User accesses resource along with information on associated IPR
2	Depositor can associate their rights in an easy and user friendly way.
3	Repository system distributes IPR info along with resource
4	Someone produces accessible IPR information
5	Learning Objects constructed in a way that captures digital rights

Extensions

1a	IPR is not easily understandable. Possible solution, use symbols or colour coding to denote copyright status e.g. green – no restrictions, orange – some restrictions and symbol links to further information, red – severe restrictions – link to further information.
2a	System does not allow attachment of IPR information

4a	IPR information becomes detached during repurposing etc. Possible solution – make user sign up to an electronic agreement.
4b	IPR information is not correctly attached
5	Do current specifications allow for rights info to be captured in a robust and informative way?

Use Case 6

Use Case Summary

A researcher wants to compare and criticize the approaches of two other researchers on personality development by publishing an eprint that hyperlinks to papers by these researchers that are published in the e-journal collections of two commercial publishers.

Primary Actor (and goal)

Researcher	Publish her research and provide reference and access to cited journal articles.
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Other Actors (and goals)

Author	Provide access to all information required to understand her research
Reader(external or internal)	Gain access to all information required to understand the research paper

Stakeholders and Interests

Institution	Enhance profile of institution via research of its staff
Authors of 2 papers	Authors know that their work can be read by those that seek it.
Library	Meet the information needs of researchers: authors and readers
Library and other institutions	Meet the information needs of their research
Publishers of commercial databases	Maximise usage and profile of service

Main Success Scenario

1	Researcher publishes her paper with hyperlinks to the two cited papers
2	Internal reader reads papers and clicks on hyperlinks
3	Internal reader is linked to one paper in Science Direct and one in Emerald

4	Internal reader is authenticated by IP address
5	Science Direct and Emerald both authorise access
6	Internal reader can now see and print the eprint and both cited papers

Extensions

1a	Researcher uses Open URLS rather than hyperlinks
1b	Internal or External Reader is routed through Open URL router and local open URL Resolver Service (if one exists) to the service offering the appropriate copy.
2a	External reader clicks hyperlink
2b	External or internal reader clicks Open URL
2b1	No E-Copy available
2b2	Open URL router directs request through either local Open URL resolver service or Balsa
2b3	Reader presented with appropriate record for print copy in local OPAC
2c	Internal reader using from external computer, clicks OpenURL
2c1	OpenURL router requests details of reader's institutional affiliation
2c2	OpenURL router directs request through local OpenURL resolver
2c3	Science Direct and Emerald both request ATHENS authentication
2c4	Reader provides ATHENS password
2d	URL of published article in service changes.
3a	Link fails

Use Case 7

Use Case Summary

A University IT infrastructure head wants to include in an institutional portal a list of all licensed e-journal titles (EJT) to which a specified end user has access – differentiating between those accessible, not accessible and conditionally accessible (e.g. on campus only) by the user
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Primary Actor (and goal)

University Administrator(UA)	Integrated resources portal
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Other Actors (and goals)

End User(EU)	To access everything relevant to studies/research/teaching in 'one place'
Library License Manager (LLM)	

Stakeholders and Interests

Publisher(P)	Accurate enforcement of license conditions
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Main Success Scenario

1	Publisher provides licence conditions for each electronic journal title to Library Licence Manager with clear definition of classes of end users licensed
2	Library Licence Manager maintains licence metadata for all Electronic Journal Titles. (This would be done continuously)
3	University Administrator maintains role metadata for all portal end users.
4	University Administrator builds portal authority manager
5	End user sees accurate and complete list of electronic journal titles
6	University Administrator gets acclamation/promotion

Extensions

1a	Publisher does not provide clear licence conditions
1b	Publisher provides electronic journal titles indirectly via some aggregator
1a1	Library Licence Manager guesses at conditions erring towards caution
2a	Volume of electronic journal titles and changes to them is too great for Library Licence Manager to maintain
2a1	Some resources may be excluded from portal
2a2	End user may not be made aware of full access entitlements
2a3	Metadata maintenance could be outsourced to publisher or to 3 rd party
3a	Some end users may have multiple roles. (Which to use?)
3b	End user roles (entitlements) may change over time
5a	End user sees only partial list of resources

Use Case 8

Use Case Summary

FE lecturer developing resource using 3 rd party assets ie “video”

Primary Actor (and goal)

Tutor	Publish Activity
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Other Actors (and goals)

FE College	
3 rd Party	
	Appropriateness of video for audience

Stakeholders and Interests

Channel 4	Private Company
BBC	Public funded body

Main Success Scenario

1	Educational Institution charters copyright waiver
2	Deploy materials
3	Integration of 3 rd party digital materials into course

Extensions

1a	Differences exist between public and private bodies
2a	Material not appropriate
1b	Source authentication
3a	Possible use of live link
3b	Scalability issue – access to resource

Use Case 9

Use Case Summary

Course Team interviewed and filmed patients at hospice and feel material would be useful to many other Higher Education Institutions on website.
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Primary Actor (and goal)

Course Team	Sharing material
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Other Actors (and goals)

Institution	Protection of interest
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Main Success Scenario

1	Video production to adequate quality for wide user base
2	Course team agrees on conditions of use ;rights – internal and external
3	Arrange mounting for delivery
4	Arrange authorisation/authentication/commercial access
5	Trial
6	Amend
7	Widen

Use Case 10

Use Case Summary

A University wants to make an old course – printed units rich in 3rd party content –available on-line to its own students. Previous clearances had been for print only.

Primary Actor (and goal)

University	To meet University goal of having all courses available on-line.
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Other Actors (and goals)

Repository	To store course content and make it possible for them to be found
Students	To find and use course materials on-line

Stakeholders and Interests

University	Would like to meet electronic strategic goals
Student	Would have to agree to condition of use
Rights Team	Would have to clear 3 rd party rights, maintain clearance, assess risk, license to meet strategy
3 rd Party rights holders	Reassured about use. License? Refused License? Impose conditions

Main Success Scenario

1	Course Identified
2	Rights clearance achieved
3	Metadata added (Disability Discrimination Act)
4	Added to repository/"conversion" to electronic
5	University publishes courses for student use
6	Students register and agree conditions of use

7	Students use content
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Extensions

2	What if 3 rd party clearance isn't 100% achieved or confirmed?
3a	Disability Discrimination Act Part 4? – Formats required for individual students?
3b	Development of metadata
4	Long term Archiving? The audit and management of rights, number of users, decisions of risk assessment and legal fair dealing.
5	What if University wants to publish for world sales
7a	Students adapt/develop content – Does the University keep them? Who owns the adaptations? What user rights?
7b	International legal dimension – University students are worldwide – printing out University materials

Use Case 11

Use Case Summary

A Higher Education provider of online continuing professional development wishes to make online resources available for download for teachers to use in schools

Primary Actor (and goal)

Project team	To provide resources to teachers and ensure acknowledgements and all rights
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Other Actors (and goals)

3 rd party rights holders	Ensure acknowledgement of rights and fees paid where appropriate.
Website	Resources made available
HE Institutions	Ensure compliance with copyright law

Stakeholders and Interests

3 rd party rights holders	Rights and interests in their material and how it is used
HE Institution	Re-use of materials/Archiving
Teachers	Availability of material and info on materials

Main Success Scenario

1	Apply to obtain permissions from 3 rd party rights holders to provide materials for download.
2	Establish metadata required for first and 3 rd party rights.
3	Include metadata and assets in repository.
4	Develop technical systems to allow metadata to be attached to assets
5	User accesses website and downloads assets plus rights metadata

Extensions

1a	Permissions may be refused or limiting conditions.
3a	University may wish to establish other types of access for reuse
5a	Assets may be modified by user (e.g. PowerPoint)
5b	Potential for illegal use – breach of conditions

Use Case 12

Use Case Summary

University A provides existing content (software/video/printed) to University B. University B needs to adapt content for provision on time and for Arab Culture. University A needs to ensure course integrity (in present and future course presentations)

Primary Actor (and goal)

University A	Deliver materials online while maintaining course integrity
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Other Actors (and goals)

University B	Deliver course within their cultural context
Users	To use adapted materials to gain qualification

Stakeholders and Interests

University A Academics and course contributors	To ensure the integrity of the original is not compromised
University B staff	Ensure material is not illegal/immoral within cultural context
Recipient country governments	Increasing access to quality HE

Main Success Scenario

1	University A delivered materials for adaptation to University B with permission to adapt the materials subject to approval from A
2	University A are aware of the adaptations
3	University A passes to original authors for approval/otherwise
4	Authors Approve

5	Materials tagged with metadata and released to University B for use.
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Extensions

2	University A are not informed of adaptations
3	University B offering “added in” material not approved by University A.
5	University B makes changes after “final approved version”
5	When original course are updated, the versions (e.g. adaptations and translations) need to be updated in parallel

Use Case 13

Use Case Summary

A Higher Education Institution uses a collaboratively produced learning object in a Masters course. The object is produced using Microsoft Word's "track changes" facility to identify the individual collaborators contributions to the work.

Primary Actor (and goal)

HE Institution	Deliver course on time to budget
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Other Actors (and goals)

Lecturer	Financial reward
Video Maker	Financial reward
Programmer	Financial reward
MS Word/DM system	Record Individual contributions and reward appropriately

Main Success Scenario

1	System accurately calculates individual contributions.
2	System delivers appropriate payments.
3	All actors perceive that they have been fairly rewarded
4	Course Delivered on time to budget
5	Further modifications are taken account of.

Extensions

1a	A modification is made outside of the system.
1b	A new contributor joins the team and must be appropriately rewarded.
3a	A collaborator feels that the have been unfairly rewarded.
5c	An individual leaves the collaboration and requires that all their material is removed.

5d	The programmers company is brought by another organisation which does not want its products used on the course
5e	The payment formula is changed on the system.

Use Case 14

Use Case Summary

A University course developer wants to link to a collection/selection of e-journal articles from the library's licensed collection for use within course materials. The licence is for use by the University's students and staff only. Course materials might be sold to outside users, sometimes commercially.

Primary Actor (and goal)

University	To develop courses for the university's students (UK HEFCE funded) and external application
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Other Actors (and goals)

University Libraries	To uphold rights interests of publishers of licensed materials
Course Teams	To use University library materials within University course materials
Repository	To store and give access to materials on the basis of license conditions for component parts
External Partners	To buy and use University course materials

Stakeholders and Interests

University	University would want to be acknowledged for material
User of material	Would have to acknowledge the University's ownership of material in a specified way

Main Success Scenario

1	External library resources are identified and catalogued in library system with rights metadata attached.
2	University details its rights and terms of use for its course materials. Authors and permissions are explicit and stored with the materials.
3	Course teams choose appropriate articles for inclusion in course

	materials and understand rights permission for that use.
4	A DRM system flags up to the potential purchaser/user of the material that it contains 3 rd party material that is subject to additional rights clearance and possibly extra cost.
5	The purchaser/user can select from options including 1) purchase course materials excluding specific non-cleared items 2) apply for additional rights clearance in order to use 3 rd party material 3) Use 3 rd party material under purchaser's own locally held license/e.g. JISC model licence for commonly held content.
6	Course is sold to the purchaser.

Extensions

3	Course team wishes to "republish" 3 rd party material within materials rather than link to it electronically
3b	Specific articles are withdrawn from collection and therefore from course materials
4	DRM systems between purchaser and the University may not be compatible.
5	JISC licenses content centrally on behalf of all UK HE/FEs – use is granted under a common license
6	User may not credit University as author/owner of material. The user may also re-version.

Use Case 15

Use Case Summary

A researcher wants to create an online environment for sharing research ideas using Wiki technology. All contributors must be protected from misuse and misrepresentation.

Primary and other Actors (and their goals)

Researcher	<ul style="list-style-type: none"> To facilitate discussion of research ideas To set up online environment using Wiki Technology
Contributors	To Contribute to research discussions and further research
Passive Members	To Learn from the research but not to contribute

Stakeholders and Interests

Researchers Institution	Liability, Acknowledgement of sale/use
Contributors Institutions	Liability, Acknowledgement, Confidentiality, reputation
3 rd Party Rights Holders	Use of their materials; Enforcement of rights
Host Institution	Reputation

Precondition

- Would need to be Wiki community member
- Contributors accept terms and conditions

Minimal Guarantees

Contributors can take part in Wiki discussions and are happy with use of contributions, archives and terms and conditions

Success Guarantee

<p>Researcher/Institution takes responsibility for Wiki and archiving making sure it is usable and polices breach of terms and conditions</p>

Main Success Scenario

1	Wiki environment is set up successfully to facilitate discussion while protecting rights of all contributors. (runs with minimal risk)
2	Host institution successfully operates Wiki with no complaints from users
3	Each contributor agrees that their contributions will be archived and made available to non-Wiki members
4	Archive is created, is accessible and can deal with any rights permissions etc
5	Users can find and search through archive and accept the terms and conditions

Extensions

2a	Contributor may re-use ideas from Wiki in another format e.g. web page
2b	Contributor revises ideas/text in a published paper
2c	Host no longer wishes to maintain Wiki archive
3a	Contributor may leave the community (before archiving)
3b	Researcher moves institutions but wishes to continue role. New Institution does not want this.
4a	Individual contributions are not uniquely identifiable in machine readable sense ¹
5a	Contributor does not read/ignores terms and conditions
5b	3 rd Party rights owner accuses researchers Wiki of breaching rights.

¹ May mean that database of users is necessary

Use Case 16

Use Case Summary

A Research Project wants to create a multimedia online resource based on a Shakespearian performance. All contributors must have digital rights acknowledged when material reused and reuse must be limited to educational purposes

Primary and other Actors (and their goals)

Repository	To facilitate access within educational context
Research Projects	
User	To access materials for educational use

Stakeholders and Interests

Photographer (Rights holder)	To protect rights for his/her work
Interviewees	
Funders of project	

Precondition

Existence of photograph

Minimal Guarantees

No access to resource without clear statement of conditions/ restrictions associated with use being accepted by user.

Success Guarantee

Repository is indemnified by virtue of statement of condition for re-use and "I accept" button to be clicked before access.

Main Success Scenario

1	Research project obtains permission from rights holder for re-use of material under clearly stipulated conditions (i.e. for educational use)
2	Research project digitises photographs and adds relevant metadata including rights statement
3	Research project deposits collection and metadata within digital repository.
4	The library/repository system automatically propagates metadata to other catalogues within educational context and exposes for searching
5	User identifies existence and location of resource and conditions under which it may be used.
6	The user sees and agrees to conditions of use

Extensions

1a	Rights holder demands more stringent restrictions (e.g. authentication, authorisation)
1a1	Use ATHENS authentication
1b	Rights holder stipulates end date after which agreement must be reviewed
1b1	Metadata element flags up termination of agreement date.
2a	Metadata format may be too broad to accommodate details of right statement
2a1	Project implements XML based metadata in order to comply with international standards and full rights expression altered by schemas like METS

Use Case 17

Use Case Summary

A medical school wants to share a bank of patient-case videos with other medical schools and wishes to ensure that the use will meet the permissions and consent given by the original participants in the videos.

Primary and other Actors (and their goals)

Medical School	To further medical education of own students and others
User	To further medical education and own research profile
Patient	To retain as much privacy/self-esteem as possible but altruistic towards furthering of medical education
Doctor	To protect patient, further medical education and further own career.

Stakeholders and Interests

Relatives	Protection of children, vulnerable adults, affect on themselves
NHS trust/ GP practice	Reputation, legal compliance, liability
Students	Awareness of responsibilities associated with seeing/using the videos

Precondition

Patient and doctor give consent to material being used under particular conditions

Minimal Guarantees

- Consent (e.g. re privacy) originally given is still being met
- Agreement on method, timescale etc, of revoking consent
- Consent agreement clearly conveyed to 3rd party users

Success Guarantee

Consent respected, human rights not contravened, appropriate use made of materials²

Main Success Scenario

1	Consent info inextricably connected to video
2	Consent understood so not revoked unless exceptional circumstances
3	Controls on usage of video material. E.g. not edited, used by appropriate groups only - translated from consent statement to rights statement
4	Video obtained with consent and rights info attached
5	Video retained in appropriate manner to ensure it can be located etc if consent revoked and to ensure its use
6	Institution ensures rights are complied with – Response to rights issues. Procedure for dealing with misuse

Extensions

1a	Twin of patient expresses concern and wants use revoked
1a1	Procedures in place to deal with this
2a	Patient dies and next of kin wants to revoke use etc
2a1	Procedures in place to deal with this
3a	Consent data and rights data not amalgamated but managed separately
3a1	Procedures in place to deal with this
4	Compliance with consent and rights arrangements make it impossible for third party to use the video
4a	Need a policy on retention in case able to use in future or immediate deletion
6a	Student doesn't comply with rights arrangements
6a1	Procedure for checking use/audit trail tracking (taking data protection into consideration)

² If the guarantee refers to the actors as well as the stakeholders, the goals rather than just 'interests' would also be applicable.

Use Case 18

Use Case Summary

A journalist wants to use extracts from a Creative Commons (CC) share-a-like licensed work in several derivative works including presentation materials and a web-page

Primary and other Actors (and their goals)

Journalist	To distribute work in legal fashion
Audience	Access to materials

Stakeholders and Interests

Original Author	Original licensing conditions are met
Original Resource Publisher	Original licensing conditions are met
Derivative resource publisher	Not getting sued!

Precondition

Original resources must include properly asserted CC statement

Minimal Guarantees

No one gets sued

Success Guarantee

No one gets sued

Main Success Scenario

1	Journalist has access to original work and associated licenses
2	Journalist understands implications of CC statement and license
3	Journalist creates derivative works
4	Journalist correctly identifies the relevant methods for asserting CC license
5	Journalist distributes derivative works accompanied by CC statement
6	Audience accessed derivative works

Extensions

1a	No access to license
1b	Malformed CC statement
2a	Journalist feels he is not bound by CC license in his/her jurisdiction
2b	Journalist fails to understand implications of license
3a	Journalist does not create derivative work as he/she can not meet licensing conditions
3b	Journalist incorrectly identifies fair use as a derivative work or vice versa
4a	Journalist fails to identify correct method for supporting CC license
4b	Journalist chooses not to display licence statement
4c	Journalist is constrained by derivative resource publisher and can not include licence statement
5a	Journalist distributes derivative work without CC statement
5b	Journalist is prevented from distributing derivative work by any other stakeholder.

Use Case 19

Use Case Summary

Project X on behalf of their funding consortium Y commissions an author to create a learning object (LO) based on her published book on the topic of 'resilience in child development' including some of her original text and some illustrations that were originally commissioned for the book by a separate illustrator. The LO will be for free sharing and reuse amongst social work teachers in the 9 Scottish HEIs making up the consortium.

Primary and other Actors (and their goals)

LO author	Create LO as easily as possible, enhance reputation, make money
Consortium Y/Project X	Create and make available high quality LOs to teachers in HEIs.
Publisher of original book	Protect rights to financial remuneration from published work. Protect reputation (quality).
Illustrator	Protect rights to financial remuneration from published work.
Teacher	Find easily reusable, high quality LOs and use in classroom, online and blended learning.

Stakeholders and Interests

LO author's employing HEI	Acknowledgement? – What about their ownership of IPR?
Consortium Y/Project X	Acknowledgement of publication of LOs. Value for money. Access for user community to LOs.
User community (teachers)	Information about permissions for reusing materials. Information about IPR for repurposing materials.
Students	Learning correct information.
Eventual employers of students	Students have acquired appropriate and necessary knowledge to do their job.
Users of employers services	Employees properly trained to provide appropriate services.

Precondition

ConsortiumY has developed Project X repository with metadata support and workflow including recording and storage of rights.

Project X quality assures creation of LOs so that what's included is what was agreed to be included (including acknowledgements and rights metadata).

Minimal Guarantees

Some kind of agreement reached so that author creates acceptable LO for use by educators in Scottish HE.

Success Guarantee

LO is created with reused text and illustrations and made freely available to educators in Scotland for use in education, and possibility of wider sharing in future.

Main Success Scenario

1	Author & consortium agree to create LO based on book
2	Consortium Y/Project X approaches publisher for permission to reuse portions of text
3	Consortium Y/Project X approaches illustrator for permission to reuse illustrations
4	Publisher agrees, with requirement for acknowledgement and referencing of original book in LO, and guarantee of use only in HEIs for educational, not-for-profit purposes.
5	Illustrator agrees, with requirement for acknowledgement and reasonable fee.
6	Author creates LO, incorporating new text, reused text, reused illustrations complete with acknowledgements, reference to original book.
7	Consortium Y/ Project X upload LO to Project X repository and create metadata, including rights information.
8	Teacher signs into Project X repository as a registered social work educator, agrees to use of LO for educational purposes, downloads LO. Uses LO both in VLE and printed out as handout for F2F students.

Extensions

4a	Publishers don't agree. Author agrees to create LO from scratch,
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	but wants higher fee.
4b	Publisher requires fee for licence for educational use
	4b1. Fee too high for budget. No agreement possible.
	4b2. Fee reasonable but time-limited (e.g. annual). Agreement unlikely.
	4b3. Fee reasonable but requires limitation on no. of users. Agreement unlikely.
	4b4. Fee reasonable but requires expensive technical enforcement. No agreement possible.
4c	Publisher requires that they publish LO themselves and include as CD-ROM with book. No agreement possible.
5a	Illustrator's fee too high. Need to commission new illustrator, with new rights agreement needed.
5b	Can't contact illustrator. Need to commission new illustrator, with new rights agreement needed.
5c	Illustrator not free to assign rights (e.g. HEI employee). Further work needed on acquiring rights.
8a	Teacher uses materials as freelance consultant and charges fee, breaking licence agreement.
8b	Teacher downloads materials, alters them, student learns wrong information, makes serious mistake in social work practice, law suit.
??	Eventually Consortium Y/ Project X share LOs and metadata more widely than Scottish work education community; downstream rights issues ...

Use Case 20

Use Case Summary

A lecturer wishes to make his/her research results freely available but wants to be acknowledged if sections are copied and redistributed.
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Primary Actor (and goal)

Researcher	To make research results widely available.
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Other Actors (and goals)

Repository	To store research results and make it possible for them to be found.
User	To discover and use research results.

Stakeholders (and Interests)

Researchers Institution	Institution would also like to be acknowledged for material. Institution would like to take responsibility for archiving and cataloguing of publication.
Person making use of material	Would have to acknowledge the author in a specified way.

Main Success Scenario

1	Researcher “publishes” the material in the institution’s e-prints repository. In the process he/she selects the rights under which the material can be used from a set of possible licenses proposed by the institution. The researcher offers a small amount of metadata (title, description, keywords).
2	The metadata is quality-controlled by a library cataloguer and the object is classified and given a unique reference identifier.
3	The library system automatically archives the material.
4	The library system automatically propagates the metadata to the other catalogues and exposes it to external searching agents.

5	A user searches an external system which locates the metadata and the publication.
6	The user is shown the conditions of use and accepts them.
7	The user downloads and uses the publication.

Extensions

1a	<p>Researcher may simply publish the material by making it available on a personal or departmental web page.</p> <p>1a1 Researcher could pass details of URL to librarian who catalogues web-based resources.</p>
1b	Researcher may produce an updated version of the publication and not publish it through the same route.
1c	Institution may not have an agreed to set of licenses from which the researcher can select what is appropriate.
2a	Identifier may not be globally unique so the object can be uniquely identified inside the institution but objects with the same identifier may exist in other institutions.
3a	Long-term archiving may not be offered.
4a	The library system may not export/expose its metadata.
6a	Acceptance of conditions may not be recorded.
7a	The user may use the publication without crediting the author.

Use Case 21

Use Case Summary

An academic department wants to reuse two sets of digital resources created by two teams of students. One as an example of good practice and another as a poor example of collaborative product design work

Primary Actor (and goal)

Academic Dept	Reuse materials created by more than one person
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Other Actors (and goals)

Students	To protect their work
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Stakeholders and Interests

Institution	Educational purpose
Future students	Educational Benefit

Main Success Scenario

1	Academic department liaised with institutional legal advisors to ascertain that student work is owned by institution and can be used in this way for educational purposes.
2	Academics reuse student content as case studies

Extensions

1a	Institution has no existing policy/agreement
1a1	Academic department liaises with legal advisor to produce disclaimer form with 3 levels of permission (one to allow other team members access to student generated content) (one to allow future students to access student generated content) (One to allow content to be used in future teaching sessions as a case study)
1a2a	Students sign form and accepts all 3 conditions
1a2b	Student signs form and accepts only 1 st element of forms or 1 st + 2 nd or 1 st + 3 rd

1a3a	Information regarding permissions is attached to content as it is produced (in some electronic way)
1a3b	Academics have record of each students permissions and checks database before reuse of any material
2	Academics re-use only that content for which they have permissions

Use Case 22

Use Case Summary

A student is working as part of a team of 4 students designing a product as a collaborative project assignment. The student is asked to source, store and integrate a range of digital resources within an e-portfolio (sources include the library, websites, e-journals and self-generated resources)

Primary Actor (and goal)

Student	Integrate resources into an e-portfolio
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Other Actors (and goals)

Repository	To store in such a way as to make it available to other students and teachers
Students in team	Access, add to, comment on resources

Stakeholders and Interests

Copyright Holders	Originators of the material
Tutors	Ability to reuse individual and aggregated resources

Main Success Scenario

1	Student makes sure copyright is cleared on all materials
2	Tutors are able to reuse material
3	Quality is assured both of materials and of way it is collected
4	Metadata is quality controlled by library cataloguer
5	Tutors are able to use concept maps created by students as part of course

Extensions

1	Time taken to clear copyright restricts number of resources available
1a	Copyright clearance for reuse is refused on key resources

1b	Students may fail to clear copyright at all
2	Tutors need to be assured that copyright has been cleared
2a	Student has to be clear and make clear how material is to be used
3	Students must reference all material correctly and fully
3a	Students need to supply search criteria for resources chosen
3b	Students (and tutors) lack information Literacy Skills
5	Students need to create concept maps showing connections between resources
5a	Tutors need to be assured that metadata is correct

Use Case 23

Use Case Summary

Organization A's e-learning manager sets up a P2P system enabling sharing of training materials between social care training and service organisations and other interested parties.

Primary Actor (and goal)

P2P system	To facilitate sharing of training materials
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Other Actors (and goals)

E-Learning Manager	To get lots of people sharing materials effectively via the system
Social Care Educators	To have more access to training materials

Stakeholders and Interests

Social Care Workers	To be better trained, better informed and better at their jobs; Confident about uploading and downloading and use rights
Organization A	Promote high quality training in the sector; Encourage culture of knowledge sharing
Social Care Training Organisations	Access to more good training materials
Social Care Service providers	Good Training resulting in good practice

Main Success Scenario

1	Social care trainer searches via P2P for slides on childcare
2	P2P system presents with list of hits across 10 organisations
3	Social care trainer selects three resources

4	The P2P system shows the trainer the terms of use for each
5	The P2P system presents trainer with agreement to sign
6	Trainer chooses two resources, the third restricting number of learners
7	Trainer clicks “I agree” and downloads resources

Extensions

1a	Social care trainer may wish to search for materials by terms of use rather than topic.
1a1	P2P system could be modified to allow search based on terms of use.
1b	The P2P system could require a universal permissions statement to join.
2a	P2P system orders list by rights criteria.
2b	P2P system displays rights information before trainer selects.

Use Case 24

Use Case Summary

A learning technologist wants to adapt a diagram from an existing published work into a multimedia learning object. They want to make it available to academics to use with their student on and off line.

Primary Actor (and goal)

Learning Technologist	Adapt and share a learning Object
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Other Actors (and goals)

Academic (user)	Download adapt and share the object
Student	Access to rich learning resources
Repository	To store learning resources and make them discoverable

Stakeholders and Interests

Publisher	To protect the illustrator's interests
Original Illustrator	To ensure copyright is maintained
Funding Body for learning technologist	To ensure added value is recognised and to stay legal

Main Success Scenario

1	Learning technologist agrees copyright clearance with the publisher to adapt the illustration and the publisher applies restrictions
2	Learning technologist adapts the illustration
3	Publisher agrees copyright and quality assurance process
4	Learning Technologist submits object to the repository
5	Librarian applies metadata including licensing issues
6	An academic searches for an object and finds an object with the rights clearly stated
7	The Academic makes the object available to their students

Extensions

1a	Publisher requests restrictions that are not technically possible
1b	Publisher charges too much for the content
1c	Funding body doesn't agree the copyright terms
3	Failure to agree on the importance of quality assurance
7a	The student abuse the learning object (published object with dubious content)

Use Case 25

Use Case Summary

User (student/researcher) wants to access licensed content from content provider even when subscriptions are ended.

Primary and other Actors (and their goals)

User (student/researcher)	Needs to gain access to content
Content Provider	Needs to deliver content under licence and prevent delivery when not licensed

Stakeholders and Interests

Institution	Needs to properly comply with copyright but ensure access to all content that has been licensed at all times in the past
JISC (possibly with depositing libraries)	Needs to ensure long-term access to archived content

Precondition

Licence agreement in place between Institution and Content Provider. Authentication and authorisation system is in place for all users. Long-term archive (of some form) exists.

Minimal Guarantees

None

Success Guarantee

User obtains all content that the institution is entitled to deliver properly and completely.

Main Success Scenario

1	User tries to access content through a portal (library, subject, departmental)
2	User is authenticated and authorised (e.g. using ATHENS)

3	Content Provider validates that licence is active
4	Content Provider delivers requested content

Extensions

1a	User could directly access Content Providers site
2a	User may have already authenticated locally through a single sign-on system
2b	User fails to authenticate – Fail!
3a	Content Provider finds licence is not currently active but was active at the time of publication of content
	3a1 Content Provider uses own database to recognise right of access
	3a2 Content Provider uses a shared service which manages historical licences to recognise right of access
3b	Content Provider finds no current licence nor any past licence – Fail!
4a	Content Provider no longer has back issues (merged with another provider/ out of business/ no preservation policy)
	4a1 Content provider obtains content from shared archival service
	4a2 Content Provider refers user to an archive service (e.g. LOCKSS, JSTOR)
	4a2a Institution does not subscribe to referred archive service – Fail!

Open Issues

How is information about licences stored in a sufficiently standardised way that it is machine readable?

How are changes in licence arrangements over time handled?

Does this use case cover all content types including e-journals and streaming media?

Use Case 26

Use Case Summary

Collections Agency wishes to make 300 hrs of ITN news film available online for use by FE and HE end users. (This use case considers the case of a rolling stones video in detail)

Primary and other actors (and their goals)

Collections Agency	Make materials available online for use by FE and HE
JANET, ATHENS, Data Service	Store the materials to Collection Agencies requirements

Stakeholders and Interests

ITN	That their rights and third party rights are respected
Third Party Contributors to the material	For the Rolling stones case, this would be performers, artists – They would like clearance and possibly revenue for.
Person using material	Would want to know how they can use the materials, what restrictions there are.
Collections Managers	Ensure material is appropriate for the collection

Preconditions

- Storage facility is in place – i.e. content management system
- That the video is available in a digital format

Minimal Guarantees

- Materials get put into storage and are subject to ATHENS style authentication and access. Institution signs sublicense.

Success Guarantee

- Materials can be accessed and repurposed by the whole of FE and HE

Main Success Scenario

1	Collections Agency selects the material to be made available (e.g. Rolling Stones). ³ and stores copy in system
2	Successful negotiation for FE, HE users with rights holders. (If unsuccessful, may have to go back to 1)
3	Store metadata about how it can be used (based on negotiation) e.g. period of time it can be used for based on stage 2 For example with rolling stones may be entitled to store and use for 10 years. Also need to think about how it could be used
4	Make material live and accessible to the FE and HE community through data service (traffic lights scenario – Green means OK, Amber means yes with restrictions, Red means NO)
5	<p>Allow reporting back of information about the audit trail. Who has accessed. For what period and for what purpose. For example,</p> <ol style="list-style-type: none"> 1. ATHENS monitors identification of user. 2. UKERNA monitor the network and may act if there is a whole collection being downloaded for example 3. For example Educational Movies Online stores materials with EDINA. UKERNA would check for large download of say collections by institutions. If institutions do download a lot of material then the data centre may contact the institutions involved in order to seek reassurance for the rights holders of the collections.
6	Reviewing of material for reuse (For example suppose that the 10 years are up for the use of Rolling Stones material) There may have to be action taken to get license renewed ⁴

Extensions

1a	Human errors may occur when selecting the materials
1b	Legacy problems may occur and it may be unclear about who owns the rights
2a	Rights holders may deny or restrict usage. Could have a number of parties involved and their requirements may be incompatible (e.g. some

³ The IPR Risk may be assessed at this stage. Risk is decided in terms of how valuable the material is. Can be difficult to assess as something may be high value to a small section of the community or low value to a wide section of the community. Need to look at ways of valuing the materials.

⁴ (Could be done by automatic flagging and could be stored but not available for public use at this time)

	<p>may want one off payments, some may want to have subscription system.)</p> <ul style="list-style-type: none">▪ If for example rolling stones concert was not very good, they may not want people seeing it – lead to the field of image rights
3a	<p>Could be a breakdown in the relationships between the rights holder, data center and third party. This could lead to disagreements about how it could be displayed and used.</p>
4	<p>If dealing with downloaded material (for example an institution) The system which has downloaded the materials could be hacked or information could be reused by someone who should not be looking at it</p> <ul style="list-style-type: none">▪ Could be problems if data service goes down or is unable to hold material for time required by Collections Agency
5	<p>The technical and human overhead required for such an audit trail may mean that it is not justifiable</p>
6	<p>The material may be retained and accessed after the allowed term</p>

Use Case 27

Use Case Summary

A learning technologist from project Y sources a sound file of a one-on-one interview with a single mother from a repository owned by project X, and incorporates it into a LO for use by educators across Scotland HE.

Primary and other Actors (and their goals)

Project Y	To create and make available high quality LOs to SW teachers in HEIs.
Project Y Learning Technologist	Acknowledgement for work done creating new LO.
Project X	Acknowledgement for contribution to creation of LO and to enhance learning and teaching in HE through integration of digital audio resources
BBC	Acknowledgement for contribution to creation of LO and protect third party rights in BBC content.
Interviewer	Acknowledgement for contribution to creation of LO.
Interviewee	Permissions given and rights respected. Acknowledgement?
Educator	Find easily reusable, high quality LOs and use in classroom, online and blended learning.

Stakeholders and Interests

Project Y	Acknowledgement of publication of LOs. Value for money. Access for user community to LOs.
HEI employing learning technologist	Acknowledgement?
Teachers	Information about their rights in reusing materials.
Students	Learning correct information.
Eventual employers of students	Students have acquired appropriate and necessary knowledge to do their job.

Service users	Workers properly trained.
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Precondition

Project X has identified BBC sound files and received permission from the BBC to make them available for not-for-profit, educational purposes.
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Minimal Guarantees

A LO incorporating the interview is made freely available to educators in Scottish HEIs.
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Success Guarantee

A LO incorporating a sound file of the interview is made freely available to educators in Scottish HEIs.
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Main Success Scenario

1	Learning technologist reviews digital sound files from Project X, and identifies one which consists of an interview with a single mother talking about coping on a low income with young children.
2	The BBC, interviewer and interviewee all gave permission for the sound file to be used for educational, not-for-profit purposes. Project X identifies and communicates to Project Y the rights involved in using this sound file, including the permission originally given by the interviewee.
3	The learning technologist creates a LO around the sound file, with text, and a transcript available also.
4	Project Y uploads LO to repository and creates metadata, including rights information.
5	Teacher signs into Project Y repository as a registered social work educator, agrees to use of LO for educational purposes, downloads LO. Uses LO both in VLE and with transcript of audio file printed out as handout for face to- face teaching of students.

Extensions

2a	The interviewee did not give permission for any other use of the audio file.
	2a1. The interviewee is contacted and gives permission for a transcript only to be used.
2b	There are no permissions given by the interviewee, and the

	interviewee must be traced to ascertain permissions.
	2b1. The interviewee does not give permission for any use.
	2b2. The interviewee is not traced and the file is used anyway.
	2b2a. The interviewee is in a class where the file is used and sues Project Y and the BBC.
2c	The interviewee gives permission for re-use of the interview, but not for any editing of the interview.
	2c1 LO object incorporates interview in its entirety
3a	The learning technologist uses only transcripts of snippets of the interview.
4a	Project Y receives metadata and rights information from Project X in human readable and machine readable form and customises them
4b	Project X requests information on usage of audio
	4b1 Project Y send Project X the metadata and rights information for LO in human and machine readable form
5a	Teacher uses materials as freelance consultant and charges whopping fee, breaking licence agreement.
5b	Teacher downloads materials, alters them, student learns wrong information, makes serious mistake in work practice, law suit.
??	Eventually consortium/Project Y shares LOs and/or metadata more widely than Scottish work education community; downstream rights issues ...

Use Case 28

Use Case Summary

A Research Scientist wishes to write a paper on Cosmic Rays for scientific recognition and to further scientific knowledge
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Primary Actor (and goal)

Researcher	Publish their work
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Other Actors (and goals)

Reader	To increase knowledge
Journal Editor	Good quality, readable articles
Peer Reviewer	Scientifically validate
Approver	Recognition of institution, identify to see if possible commercial exploitation

Stakeholders and Interests

CCLRC	<ul style="list-style-type: none"> • Exploit commercial/enterprise • Advance Science
Journal Publisher	Ensure Quality

Main Success Scenario

1	Researcher selects journal for their article
2	Researcher gets article approved internally
3	Submit article to journal
4	Journal approve article – Peer Review
5	Journal publish article
6	Reader uses and cites article

Extensions

2ai	Article gets rejected on quality basis
2aai	Article could be of commercial value

2aiii	There may not be an internal approval process
4a	Editor may reject as not in subject area
4b	Peer Reviewers may think quality not high enough
4c	Peer Reviewers may suggest changes and author disagrees
6a	Reader may not have access to journal
6b	Reader may not acknowledge article

Use Case 29

Use Case Summary

Researcher wants to get access to an electronic journal on an external system

Primary Actor (and goal)

Researcher	Further their knowledge
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Other Actors (and goals)

Librarian	Facilitate and control access
Publisher	Protect their rights

Stakeholders and Interests

Institution	Avoid any legal problems
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Main Success Scenario

1	User logs in to system
2	System accesses information about the user
3	System accesses information about what the user is eligible to see
4	System displays list of resources which user can use (along with terms of use)

Extensions

1a	Could be internal access and this should be seamless
1bi	User does not have a login
1bii	User forgets login
3a	System may not have all the information about the users and resources (e.g. publishers have different licence agreements)
3b	User changes roles

Use Case 30

Use Case Summary

A researcher wishes to gain access to and possibly make use of a dataset.

Primary Actor (and goal)

Researcher	To access a dataset
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Other Actors (and goals)

Administrator	Provide fast efficient access
Support team	Provide fast efficient access
Authorisation Authority	<ul style="list-style-type: none"> • Control Access • To be informed about how object is used

Stakeholders and Interests

Research Council	<ul style="list-style-type: none"> • Value for money • Support Researchers
Supervisor (of student)	To ensure student does their research
Data Supplier	Conditions of use are not breached

Main Success Scenario

1	Researcher registers details
2	Locates data set they require
3	Apply for access to dataset (including use details and reasons for use)
4	Access is granted
5	Researcher obtains data
6	Researcher respects conditions of use

Extensions

1a	Researcher is already registered (go to 2)
1b	Researcher does not need to register for some data sets
2	Researcher may use alternative methods of searching (e.g. Google)
3a	Anonymous data access (no need to be registered)
3b	Researcher applies but is automatically authorised
3c	Researcher applies but needs to await authorisation from some-one external
3ci	Paper form needs to be signed
3cii	Electronic form needs to be clicked
4	Access is not granted – (can be held in loop – asking user and authoriser- e.g. the authoriser may require more information) – It is not always clear to a researcher how they will use data until they have it
5	Access via web, ftp, web based service
6	User does not respect conditions of use (should be some sort of enforcement)

Use Case 31

Use Case Summary

A lecturer wants to use published material online (in VLE) for students but the rights are reverted to the Author.
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Primary Actor (and goal)

Lecturer	To make material available online to students
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Other Actors (and goals)

Publisher	Facilitate use of material
Authors Agent	Make money for author and herself – protect authors rights
Heron	Obtain permission and deliver digital file
Library	Make material available for the students on time

Stakeholders and Interests

Students	To get access to the material
Author	To get their material used To get fair payment
Institution	Good quality material online

Main Success Scenario

1	Lecturer gives reading list to librarian
2	Librarian submits request to HERON
3	HERON submits request to CLA
4	CLA return request to HERON uncleared
5	HERON contacts Publisher for permission
6	Publisher passes request to author's agent
7	Author's agent contacts HERON with permission contract

8	HERON passes permission costs and conditions to Librarian
9	Librarian checks cost with budget holder
10	Librarian accepts costs & conditions
11	HERON arranges digitisation of material
12	Librarian downloads digital file to VLE
13	Students access digital file

Extensions

1a	Lecturer scans without permission
1a1	Librarian finds out – Scares lecturer – contacts HERON
2a	Librarian clears material – see above – lots of admin
3	May be direct agreement with publisher – go to 5
4	CLA could have cleared request – go to 8
5	May know rights are with Author – go to 7
6a	Publisher does not have contact details for author or agent
6a1	HERON does web search for author to find contact details
6a2	HERON contacts other publishers of author's work to see if they have contact details
6a3	HERON contacts author's co-author to try and find authors contact details
6a4	HERON contacts Society of Authors etc to try and find authors contact details
7a	Agent refuses permission
7a1	HERON contacts author directly for permission
10a	Librarian rejects costs
10a1	HERON negotiates with rights holder to reduce costs - go to 10a or 10
11a	Librarian arranges internal digitisation - go to 13

Use Case 32

Use Case Summary

A Librarian wants course materials to be made available on a “Flat Fee” model for unrestricted use throughout a university.

Primary Actor (and goal)

Librarian	Make course materials as widely accessible as possible
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Other Actors (and goals)

Publisher	Facilitate use of material
Heron	Obtain permission and deliver digital file

Stakeholders and Interests

Students	To get access to the material
Author	To get their material used To get fair payment
Institution	Good quality material online

Main Success Scenario

1	Lecturer provides reading list to librarian
2	Librarian submits to HERON, using ‘flat fee’ model and does not give any indication of student numbers
3	HERON system queries direct HERON/publisher agreements (no match)
4	HERON submits request to CLA
5	CLA responds with ‘textbook’ clearance (i.e. clearance for specific group of students on specific course)
6	HERON contacts publisher for ‘FF’ clearance
7	Publisher grants permission
8	Heron passes cost on to librarian

Extensions

2a	Librarian may indicate likely student numbers in case FF clearance not possible
2a1	CLA clears permission under 'textbook' – go to 8
2a1a	Publisher clears permission under 'textbook' model – go to 8
3ai	HERON has direct licence with publisher for FF clearance
3aii	HERON has direct licence but only for Textbook clearance – go to 4
4a	HERON goes straight to publisher – go to 7
5	CLA provide FF clearance – go to 8
6a	If HERON has student numbers, HERON provides them to publisher as backup – go to 7a if not cleared as FF by publisher
7a	Publisher will only grant permission for 'textbook'
7a1	HERON contacts Librarian for student numbers
7a2	Librarian provides HERON with student numbers
7a3	HERON resubmits request to publisher – go to 8

NB some publishers will grant free permission for one year if the requesting HEI subscribes to the journal they are requesting from. And a request made under 'textbook' can be granted as 'FF' because 'ff' is more widely accessible, but not vice versa

Appendix E: Stakeholder Analysis

From Actual use cases

Group	Number of cases	Aims
Teachers (users/authors) – aggregators	8	Access - 8 Publication - 2 Clarity - 5 Clearance - 5 Revenue - 1
Researchers (users/originator) – aggregators	7	Access - 4 Publication - 4 Clarity - 3 Recognition/attribution - 3
Students	2	Access - 1 Aggregation -1 Clarity 1
Librarians and IT infrastructure managers	4	Enable Access - 4 Control Access and use -3 Clearance - 2 Clarity - 3 Inform Users -4
Content Providers, Publishers (commercial providers),	1	Access -1
Learning Technologists	2	Access - 2 Clearance - 1

		Clarity - 2
Faculty/ University (Includes a large number/team of people e.g. teachers, researchers, rights manager, licence manager, IT infrastructure manager)	7	Access - 6 Publication - 1 Clarity - 1 Clearance - 4 Recognition/attribution - 1 Control Access - 1 Maintain reputation - 4
Portal Users	1	Access -1

Appendix F: Interviews

Interview number	Interviewee Name	Organisation
1	Philip Lord	The Digital Archiving Consultancy
2	Helen Pickering, George Pitcher	HERON
3	Sam Pepler	British Atmospheric Data Centre
4	Jane Carr	Author, Licensing & Collecting Society (ALCS)
5	Catherine Jones, Linda Gilbert	Council for the Central Laboratory of the Research Councils (CCLRC)

Interview 1: Philip Lord – The Digital Archiving Consultancy

The use of digital medical resources was discussed in some detail. In particular the difficulties involved with Research Ethics Committees' approval for research and data collection, difficulties in obtaining consent in some circumstances and with subsequent anonymisation of data. The situation is made uncertain by there being considerable confusion about what can and can not be done with medical data. Collection and use of medical data is controlled by a number of laws and regulations, and a plethora of advice/good practice from professional bodies. Little in the way of case law exists. Such uncertainty about requirements for patient consent can hinder medical research.

One example of case law exists which touches on the ownership of patient data: Regina v Department of Health, Ex parte Source Informatics Ltd (1999) concluded on appeal that personal information can be used for public health research purposes provided that appropriate steps are taken into account to conceal patients' identities, and that patients had no proprietary claim over information contained on prescription forms.

The issues associated with placing materials into a data centre were also covered including: incentives (e.g. conditions of funding may require depositing in data centre), restrictions on use (e.g. some protein databases require payment from commercial users and not from educational users).

The potential issue of rights management of administration data (e.g. student marks etc) was raised.

Interview 2 - Helen Pickering and George Pitcher - HERON

HERON get clearance for Universities and Colleges for digitisation of book and journal extracts. They will often work through the Copyright Licence Agency (CLA) and other organisations as well as contacting publishers, authors and authors' agents directly on behalf of Universities.

The cost to the University is often determined by the size of the extract. There are two main forms of payment model in the UK publishing industry: "Flat fee" in which any student in institution can be recommended to use material and payment is a single flat fee; and "textbook", where usage/recommendation is limited to named courses and payment is usually calculated on a per student, per page basis. The latter is the model most commonly granted by rights holders.

To obtain clearance a lot of administration is necessary which can be very time consuming and can involve many parties (Publishers, Authors, Collection Societies, and Librarians) who may have to be contacted several times during the process. A system for administrating this process would have to show different information to different people. For example a lecturer would have to know if it is OK to use a resource and a librarian may need to store details about who has been contacted in the clearance process.

It was noted that generally permissions for copying and printing are granted but that publishers are much more wary of any form of modification including addition and excerpts. Standard permission grants will usually explicitly forbid any alteration to the material. If modifications are requested, then the author's moral rights are involved and they may need to be consulted.

Interview 3 - Sam Pepler, British Atmospheric Data Centre

General Information

- It is often a condition of funding that research data will have to be made available to the public. This means that monitoring of whom is supplying data can be important to funding councils.
- Funding bodies will often have a conflict of interest as they have to give data to researchers as cheaply as possible but they also have to make money from the data

- Digital rights information could be kept about physical as well as digital objects
- Between the different research sectors there are often big differences involved. For example
 - Data from PPARC CERN has to go into a public data storage unit (partially due to the sheer volume of data). In this case the harvesting algorithms are valuable.
 - In the Biology sector data is often not exchanged as people can be secretive
 - For Genomic data journals will often only allow publication of research if data is stored in a public data centre.
- Some data does need to be kept for long term storage and more provision for this is necessary.

British Atmospheric Data Centre

For British Atmospheric Data Centre there are different data sets which have different methods of forming agreements:-

1. Registration for service
2. Electronic Signatures
3. Signed paper agreements

For some datasets it is necessary for user to communicate details about who they are and how they will use the data prior to purchase.

Types of restriction to Use which may occur are:-

- Results of data use must be made public
- Must not be able to extract original data from analysed data

Atmospheric data generally has high value immediately after readings but value will decrease quickly with time – Hence data is often released after a short period.

Interview 4: Jane Carr – Author, Licensing & Collecting Society (ALCS)

The Author, Licensing & Collecting Society (ALCS) is dedicated to protecting and promoting authors' rights and enabling writers to maximise their income.

Their role is to undertake collective licensing of secondary rights⁵ on behalf of writers.

ALCS are currently investigating the use of digital rights metadata. Since the solution will require integrating information about users and bibliographic information with other systems, interoperability is considered to be important. The ALCS also consider that it is important to have information about who is depositing materials into institutional storage (e.g. repository or VLE), who has access and how that material is being used.

Interview 5: Catherine Jones & Linda Gilbert - Council for the Central Laboratory of the Research Councils (CCLRC)

- The question of ownership of resources was discussed. In particular it can be unclear who owns a resource which is stored at a data centre
- If a research resource is owned by an institution they may wish to have some internal method of validating it before external bodies are allowed to access it. This could be for quality assurance or for assessing potential commercial value.
- The issue of access to resources was covered in some detail. In particular, allowing staff easy access to materials which they are permitted to use. However, it was also considered to necessary to make sure visitors could not access materials they are not permitted to use.
- Acknowledgement when using resources is also important. Both the author and the institution will often need to be acknowledged

⁵ Secondary rights occur after purchase (e.g. photocopying or scanning of a textbook)

Appendix G: Focus Group Discussion

This focus group took place during a breakout session in the requirements gathering meeting at Manchester, Friday 14th May. We would like to thank all those who participated in the focus group and those who provided comments about this write up.

Standardised Licenses

- When agreeing terms of use licensees would prefer to use their standard licence. However rights holders are more likely to want to offer on the basis of their own licence. This often means that the licensee will accumulate different licences and a large variety of different terms and conditions

User Licenses

- CLA provide licences that allow Universities to Scan Excerpts from books and journals. This is made available to contracted members of staff.
- The E-Lib has a user licence which allows inclusion of excerpts. The institution is responsible for how the material is distributed

Control of Resources

- It was noted that there is some variation in who controls digital resources. In some cases, the individual author will have control over how a resource is transferred and used but in other cases Institutions will want to have more control.

Aggregation of Resources

- Different sections of aggregated materials may be licensed on very different terms
- Use of aggregated content must always be restricted to the lowest common denominator within licences for parts of the aggregate. This is general practice at the Open University. This means that if a small part of a resource has not had clearance then the whole resource could not be used or if a small part of a resource has been licensed on very restrictive terms, those terms must apply to the whole aggregate.

Clearing of Rights

- Quite often there are situations where rights are cleared by institutions but then the institutions want to use the materials in different ways.

For example people may clear materials for UK and then find they want them to be used internationally and have to clear again.

- Clearing twice can be very expensive and time consuming. In general it does not cost much more to get licences for more than intended use
- A few institutions have a centralised body that checks the rights have been cleared before the material is used but this is not common.
- In practice, clearing of rights is different for different media types. For example for films or music it is normally necessary to contact the rights owner. For books it may be the publisher or another body.

Understanding of Legal Terms

- A major problem arises from the variety in licence terms offered by publishers of electronic journals or bundles (aggregations) of electronic journals. Many librarians have yet to find a way to keep track of licence terms.
- If a librarian cannot easily refer to a licence s/he will sometimes make decisions on access restrictions based on assumption or guess. This is necessarily based on the most restrictive use terms.
- One challenge relates to communication of licence terms to end-users. Where different journals or bundles of journals are licensed on different terms, librarians must either find a way of communicating that variation to users or must apply the most restrictive terms (unless the variation can be enforced by technical means).

Breaching/Enforcement of Licence Conditions

- Generally there is not a policing method.
- One method is through peers complaining to licensing bodies about people misusing materials.
- If an Institution has not cleared material properly, they may be asked to remove the material from courses. (This happens though is not very common). In a closed environment (e.g. Institutional VLE) removal would not be difficult but in situations where material has been exchanged between different Institutional Repositories this could be very difficult.

Types of Rights

- Authors in academia are often more concerned about having their authorship recognised than about direct financial reward. The institutions (which technically own any content created in the course of

employment) are becoming more aware of the commercial value of the content that their employees' create

- People often waive moral rights in contracts. For example many consultants have to waive rights as part of contractual agreement. However in practice it is a good idea to always give the names of author.
- Furthermore, moral rights don't apply when content is created in the course of employment. However, an employing institutions behaving ethically ought to ensure in licences that the employee is credited with authorship and that the right of the employee to object to 'derogatory treatment' is protected.
- In particular derogatory treatment of work would be of great concern to the author. Even if the author is not allowed to insist that content subjected to derogatory treatment is withdrawn, s/he should be allowed to insist that her/his name be removed from the content. (E.g. if s/he considers it to be out of date or to have been revised in a manner that renders it inaccurate or that would misrepresent her/his view).
- Some licences have an integrity clause which means that the integrity of the material would have to remain intact. This has particular importance when transferring between legal systems in different countries (e.g. UK and France)

Methods of Accepting Licence Terms

- Signature on licence agreement
- Click through license – clicking on button

Appendix H: Examples of Licences

	Type of Contract	Details	URL
1	Creator/Author to User	Creative Commons allows selection of criteria to from licences.	http://creativecommons.org/licenses/
2	Creator to User	EDEC End User Licence	http://www.edec.co.uk/download/ukhev3li.html
3	Creator to User	The GNU General Public License (GPL)	http://www.opensource.org/licenses/gpl-license.php
4	Creator/Author to Publisher	ARL, ACRL and SPARCs Create Change Sample Publication Agreement	http://www.arl.org/create/faculty/issues/manage_ex1.html ⁷
5	Creator/Author to Publisher	Leicester University	http://www.lboro.ac.uk/departments/ls/disresearch/romeo/Leicester.doc ⁶
6	Creator/Author to Publisher	Yale Library	http://www.library.yale.edu/~license/sample.html ⁷
7	Creator/Author to Publisher	Association of American Law Schools Special Committee	http://www.aals.org/98-24.htm ⁷

⁶ Word document stored at ROMEO: <http://www.lboro.ac.uk/departments/ls/disresearch/romeo/>

8	Authors/Publishers to Distributor Agreement	CLA licence for higher education	http://www.cla.co.uk/have_licence/support/he-support-licence.pdf
9	Author to Repository	Caltech Library System: Author Permission agreement	http://caltechlib.library.caltech.edu/archive/00000006/ ⁸
10	Creator/Author to Repository	JORUM Depositors' Licence	http://www.jorum.ac.uk/research/drm/il/files/JORUM_licence_modify.htm ⁸
11	Creator/Author to Repository	AHDS History	http://ahds.ac.uk/depositing/licence.htm
12	Creator/Author to Repository	AHDS Literature, Languages and Linguistics	http://ahds.ac.uk/depositing/licence.htm
13	Creator/Author to Repository	AHDS Performing arts	http://ahds.ac.uk/depositing/licence.htm
14	Creator/Author to Repository	AHDS Visual Arts	http://ahds.ac.uk/depositing/licence.htm
15	Creator/Author to Repository	AHDS Archaeology	http://ahds.ac.uk/depositing/licence.htm
16	Creator/Author to Repository	DSpace Non-Exclusive distribution licence	http://dspace.org/mit/policies/license.html ⁸

⁷ Obtained from the ROME0 as example of licence which author can give to publisher: website: <http://www.lboro.ac.uk/departments/ls/disresearch/romeo/>

⁸ Obtained from the ROME0 website: <http://www.lboro.ac.uk/departments/ls/disresearch/romeo/>

17	Author to Distributor	Swedish University of Agricultural Sciences' Agreement regarding transfer of the right to publish a thesis	http://www.bib.slu.se/stp/epsilon/copyright/Agr_full_jfe.htm ⁸
18	Author to Distributor	TARDIS Project Deposit Agreement	http://tardis.eprints.org/discussion/e-PrintsSotondepositagreementfinal.doc ⁸
19	Distributor/Repository to User	Census registration service: End User Licence	http://census.data-archive.ac.uk/licence.asp
20	Distributor/Repository to User	Economic and Social Data Service	http://www.esds.ac.uk/aandp/access/licence.asp
21	Distributor/Repository to User	Digimap Terms of Use	http://edina.ac.uk/digimap/terms.shtml
22	Distributor/Repository to User	UK Meteorological Data supplied through NERC Data Centres	http://badc.nerc.ac.uk/data/surface/met-nerc_agreement.html
23	Publisher to Distributor	Nesli2 licence for Journals	http://www.nesli2.ac.uk/nesli2_lic_010903.htm
24	Publisher to Distributor	JISC model licence	http://www.ukoln.ac.uk/services/elib/papers/pa/licence/

Appendix I: Table of Permitted Uses and Constraints

Use\constraint	Permitted (YES/NO)	location	duration	Type of user	Number of users	attribute	sharealike	Non- commercial	Education only	Other
Render										
display										
print										
play										
execute										
Derivative										
modify/edit										
excerpt/extract										
annotate										
aggregate/embed										
Transport										
sell										
lend/loan										
give										

lease										
move/transfer										
duplicate/copy										
Utility										
backup										
install										
delete										
verify										
restore										
uninstall										
save/export										

Appendix J: ODRL Representations of Licences

RoMEO ODRL XML instance for CC Attribution-NoDerivs-NonCommercial licence

```
<offer>
  <context>
    <uid>http://creativecommons.org/licenses/by-nd-nc/1.0/</uid>
    <uid>http://www.romeo.ac.uk/odrl-cc-licenses/by-nd-nc/1.0/</uid>
    <name>Creative Commons Attribution-NoDerivs-NonCommercial Licence</name>
    <date><fixed>2002-10-10</fixed></date>
  </context>
  <permission id="CCCore">
    <display/>
    <print/>
    <play/>
    <excerpt/>
    <aggregate/>
    <give/>
    <duplicate/>
    <save/>
    <constraint>
      <quality>
        <context>
          <uid>urn:romeo.ac.uk:vocab:quality:exactreplicas</uid>
        </context>
      </quality>
      <purpose>
        <context>
          <uid>urn:romeo.ac.uk:vocab:quality:noncommercial</uid>
        </context>
      </purpose>
    </constraint>
  </requirement>
</offer>
```

```
<attribution/>
<accept>
  <context>
    <remark> I agree to use this eprint under the terms and conditions stipulated in the Creative Commons licence found
    at http://creativecommons.org/licenses/by-nd-nc/1.0
    </remark>
  </context>
</accept>
</requirement>
</permission>
<constraint>
  <transferPerm downstream="equal" idref="CCCore"/>
</constraint>
</offer>
```

JORUM+ Depositor's licence – modification permitted version

```
<?xml version="1.0" encoding="UTF-8"?>
<o-ex:rights xmlns:o-ex="http://odrl.net/1.1/ODRL-EX" xmlns:o-dd="http://odrl.net/1.1/ODRL-DD">
  <o-ex:offer>
    <o-ex:context>
      <o-dd:reference>http://www.jorum.ac.uk/odrl-licenses/at-nc-an-ag-sh-m0/1.0</o-dd:reference>
      <o-dd:name>JORUM Attrib-NonCom-Annot-Aggreg-ShareA-Modify Licence</o-dd:name>
      <o-dd:date>
        <o-dd:fixed>2004-08-01</o-dd:fixed>
      </o-dd:date>
    </o-ex:context>
    <o-ex:asset>
      <o-ex:context>
        <o-dd:uid>urn:oai:www.jorum.ac.uk:12345</o-dd:uid>
        <o-dd:remark>The unique id of the object in the jorum+ repository</o-dd:remark>
      </o-ex:context>
      <o-ex:context>
        <o-dd:uid>urn:oai:www.jorum.ac.uk:56789</o-dd:uid>
        <o-dd:remark>The unique id of the metadata record for the object in the jorum+ repository</o-dd:remark>
      </o-ex:context>
```

```
</o-ex:asset>
<o-ex:permission id="JORUMmodify">
  <o-dd:display />
  <o-dd:print />
  <o-dd:play />
  <o-dd:execute />
  <o-dd:modify />
  <o-dd:excerpt />
  <o-dd:annotate />
  <o-dd:aggregate />
  <o-dd:give />
  <o-dd:move />
  <o-dd:duplicate />
  <o-dd:backup />
  <o-dd:install />
  <o-dd:delete />
  <o-dd:verify />
  <o-dd:restore />
  <o-dd:uninstall />
  <o-dd:save />
  <o-ex:constraint>
    <o-ex:purpose>
      <o-ex:context>
        <o-dd:reference>http://www.jorum.ac.uk/odrl-licenses/at-nc-an-ag-sh-m0/1.0#non-commercial</o-dd:reference>
      </o-ex:context>
    </o-ex:purpose>
  </o-ex:constraint>
</o-ex:permission>
<o-ex:requirement>
  <o-ex:attribution>
    <o-ex:accept>
      <o-ex:context>
        <o-dd:remark>User agrees to use this object under the terms and conditions stipulated in the JORUM licence found at
http://www.jorum.ac.uk/odrl-licenses/at-nc-an-ag-sh-m0/1.0</o-dd:remark>
      </o-ex:context>
    </o-ex:accept>
  </o-ex:attribution>
</o-ex:interactions>
<o-ex:accept>
```

```
<o-ex:context>
  <o-dd:remark>User must indicate acceptance of the conditions under which permissions are granted.</o-dd:remark>
</o-ex:context>
</o-ex:accept>
</o-ex:interactions>
</o-ex:requirement>
<o-ex:constraint>
  <o-ex:rights>
    <o-dd:transferPerm downstream="equal" idref="JORUMmodify" />
  </o-ex:rights>
</o-ex:constraint>
</o-ex:offer>
</o-ex:rights>
```