

CC 4.0

Licenses for All Kinds of Data
based on CC4 d3

Nontextual Information Conference
Hannover, Germany
March 18, 2013



Attribution 1.0

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version 1.0 in 2002



Attribution 2.0

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version 2.0 in 2004



Attribution 2.5

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version 2.5 in 2005



Attribution 3.0 Unported



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version 3.0 in 2007

4.0

version 4.0 in 2013

4.0 Goals

- Internationalization
- Interoperability
- Long-lasting
- Appropriate for data, PSI, science, education and related communities
- Meet the needs of important adopters, including IGOs and governments

See <http://creativecommons.org/weblog/entry/29639>

4.0 Goals

Requirements gathering process	September 2011 – April 2012
Draft 1 posted, comment period #1	April 2012 – August 2012
Draft 2 posted, comment period #2	August 2012 – February 2013
Draft 3 posted, final comment period	February 2013 – end of Q1
Chooser, deed and technology implementation	Q1 – Q2 of 2013
Launch	Q2 of 2013

See http://wiki.creativecommons.org/4.0#Draft_timeline

4.0 High Level Changes

3.0

- Language and definitions based on international treaties
- Focus on the work itself
- No warranties

4.0

- Increased human-readability in legal deed
- Focus on rights being licensed
- Clearer attribution requirements
- No warranties, but Licensor can now add or customize
- Includes licensing of **sui generis database rights** (SGDR)
- Licensing of adaptations for BY and BY-NC clarified
- Cure period – way to get your rights back automatically

No Endorsement

As in 3.0, no endorsement is provided or implied.

This means you as a user of CC-licensed works cannot suggest or assert that the licensor is endorsing your use or your work

Easy Attribution

Attribution flexibility is increased.

This means you must accurately attribute all licensors, and confirms you may do this via a credits page and with hyperlinks.

“reasonable to means, medium and context”

Database Rights

"Makers" of databases can use CC licenses to license **sui generis database rights (SGDR)**.

This means that if you see a CC license on a database, you know how you may use the database without worrying about what jurisdiction you are using the database in or where the database was created.

caution: copyright may still apply to creative databases and works they include, but be wary of over-complying where SGDRs do not apply to your use.

Add Value

Licensors can now add warranties to their licensed works.

This allows you to increase the value of your database by guaranteeing your processes, sources or work in compiling the database.

Customizable Disclaimers

Just like with warranties, licensors can now add other disclaimers to their licensed works.

The disclaimers must be retained with the work. This can potentially lead to "disclaimer stacking."

4.0 for Data

- What is staying the same?
- What is changing?
- What are the remaining questions?

What is staying the same

General operation of the license

CC licenses only operable where copyright and similar rights exists

Terms and conditions not triggered for use covered by fair use, exceptions and limitations

4.0 language (Section 2(a)(1)):

“Where any Exception or Limitation applies to Your use of the Licensed Material, this Public License does not apply and You do not need to comply with its terms and conditions.”

What is staying the same

No endorsement

4.0 language (Section 2(a)(5):

“Nothing in this Public License constitutes or may be construed as permission to assert or imply that You are, or that Your use of the Licensed Material is, connected with, or sponsored, endorsed or granted official status by, the Licensor or others designated to receive attribution...”

What is staying the same



NonCommercial

4.0 language:

“not primarily intended for or directed towards commercial advantage or monetary compensation”

What is staying the same

Technical protection measures (TPM)

4.0 language (Section 2(a)(4)):

“Every recipient of the Licensed Material or Adapted Material automatically receives an offer from the Licensor to exercise the Licensed Rights under the terms and conditions of this Public License. You may not offer or impose any additional or different terms or conditions on, or apply any effective technological measures to, the Licensed Material or Adapted Material that prevent any such recipient from exercising the Licensed Rights”

What is changing

sui generis database rights (SGDR)

3.0 makes no mention of SGDR, so compliance with license conditions is not required where SGDR - but not copyright - are implicated

4.0 working language defining these rights:

“Sui Generis Database Rights means rights other than copyright resulting from Directive 96/9/EC of the European Parliament and of the council of 11 March 1996 on the legal protection of databases, as amended and/or succeeded, as well as other essentially equivalent rights in other locations.”

What is changing

Clarity around third party rights

4.0 working language (Section 1(h)) delimits what is licensed, which are only those rights held by the Licensor:

“Licensed Rights means all Copyright and Similar Rights in the Licensed Material that apply to You and that the Licensor has authority to license under the terms and conditions of this Public License.”

What is changing



Attribution

3.0

author, name of parties designated by licensor, title of work, copyright notice, URI to work (but only if modification has been made), URI to license, notices, disclaimers and warranties (but only if customized)

4.0

Increased flexibility in how attribution is done (e.g. through URL shortcut)

Helps solve attribution stacking problems

Continued, but clearer requirements to attribute author or other designated parties

What is changing

Cure breach/provisional reinstatement

Some violations unintentional

In GPL, if you violate the license but later fix it, you get your rights back under the license

Past CC license versions don't allow for this

4.0 working language (Section 5(b)):

“Your right to use the Licensed Material under this Public License reinstates automatically: as of the date the violation is cured, provided it is cured within 30 days of Your discovery of the violation; or upon express reinstatement by the Licensor.

For the avoidance of doubt, this Section 5(b) does not affect any rights the Licensor may have to seek remedies for violations of this Public License by You.”

What is changing

Allowing licensor to add terms

Consumer laws that require specific forms of disclaimers of warranties and liabilities

Allow licensors to add warranties to their licensed works

4.0 language:

“By the Licensor. The Licensor may supplement the terms of this Public License in the following respects only:

1. to disclaim warranties or limit liabilities... or to undertake warranties...;
2. to offer additional permissions not granted under this Public License; or
3. to waive conditions of this Public License.”

What is changing

Allow licensee flexibility in meeting the licensing conditions if the Licensed or Adapted Material is Shared:

give attribution in any reasonable manner requested by the Licensor;

retain copyright notice if supplied by the Licensor;

retain any notice containing customized disclaimers or limitations of liability;

indicate if Licensed Material has been modified and supply a URI to the Licensed Material in unmodified form if practicable; and

indicate the Licensed Material is licensed under this Public License, and include the text of, or the URI or hyperlink to, this Public License.

What are the remaining questions

Content mining

Ambiguous legal issue, No harmonization between jurisdictions; not always certain even within a jurisdiction

Is the particular technique/process permitted because of an exception or limitation to copyright or (where applicable) SGDRs? Not uncommon for access restrictions (via contract) to prohibit notwithstanding

4.0 working language:

“where the Licensed Rights include Sui Generis Database Rights, to use and Share all or a substantial portion of the contents of the database.”

What are the remaining questions

Content mining

Version 4.0 is clear: If the technique/process implicates © or SGDRs that apply to you (and no exception or limitation applies) then Permission is granted (as a matter of © and/or SGDRs only*) to mine, consistent with the license permissions

Watch for new 4.0 explanation page with details of treatment under all 6 licenses

4.0 only covers Copyright and Similar Rights. Other laws or permission may be needed beyond those granted by the license.

What are the remaining questions

Content mining: the following chart identifies the permissions that are granted under each of the six licenses

License	Permissions Granted
BY BY-SA	to mine for any purpose; to make and Share Adapted Material
BY-ND	to mine for any purpose but only if Adapted Material is not produced; to Share the Licensed Material only
BY-NC BY-NC-SA	to mine for NonCommercial purposes only; to make and Share Adapted Material for NonCommercial purposes only
BY-NC-ND	to mine for NonCommercial purposes but only if Adapted Material is not produced; to Share the Licensed Material for NonCommercial purposes only

Pending questions

Attribution stacking

Address with increased flexibility in 4.0 attribution

URI shortcuts?

All attribution requirements subject to reasonableness language

Pending questions

To Port or Not To Port

For Porting

- Now 55 jurisdiction ports (more than 550 licenses – talk about proliferation!)
- Important community building and adoption vehicle – will look at other ways to build out communities, likely around Official Translations of 4.0 unported
- Watch for Official Translations!

Against Porting

- Complex, long time, lag, high cost, variance in expertise of affiliates
- Litigation has relied on unported
- GPL not ported to jurisdictions

What's Next

- Draft 3 published Feb 2013
- Porting, deed and license chooser discussion pre-launch
- Launch Q2-2013

Participate

Subscribe: <http://lists.ibiblio.org/mailman/listinfo/cc-licenses>

Blog post: <http://creativecommons.org/weblog/entry/36713>

Draft 3 discussion: http://wiki.creativecommons.org/4.0/Draft_3

All six licenses: <http://tinyurl.com/coe2ftr>

Share ideas: <http://wiki.creativecommons.org/4.0>