



# Some Questions (from several points of view)

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# IPRs vs. OER

Provocation (Question 1):

IPRs are a means to a purpose

The real purpose is education and publishing,  
(more generally the dissemination of  
civilization)

Therefore we do not want rights that restrict,  
rather, we want Open Educational Resources

# Requirement analysis

A University want to treat IPRs in ways that are

- Legal (in the international context it operates)
- Ethical (in a fast moving non-established field)
- Effective (in its task of producing and disseminating knowledge)
- Fair (in treating its students, faculty, and the society it serves)
- (other?)

# Γύρω-γύρω όλοι, στη μέση το Πανεπιστήμιο

A University identifies with

- the producers (its faculty, among others),
- the consumers (its students and researchers)
- the publishers (its teachers)
- The gatekeepers (its library/website)

In the middle: a nice, precarious, position!

# Question 2: Author

- The Open University of Cyprus (OUC) has commissioned me to write educational material for a course in social anthropology (Consider two cases, i.e. (i) I am permanent staff, and (ii) contract staff). They are asking me,
- To guarantee that all work I submit is copyright free. How do I know if an asset (photo, video, piece of text) circulated on the web with no copyright attached is actually copyright free? Should I accept this term of the contract?
- To grant OUC all rights arising from my work (with the exception of the moral right to be identified with my work) and in particular the right to produce derivative work from my work. Can I refuse?
- More generally, can they ask anything they want, or do I have some legal rights?

# Question 3: Author

- Can I point out to the students, web sites which carry e-books without checking if they are infringing copyright?
- If the web site is in the Cayman Islands, the book was originally published in the U.S.A. and my students are in Cyprus, which law is applicable?

# Question 4: Student

- I am using a chapter of a book that I received as an attachment in an e-mail from a fellow student.
- No copyright notice is included in the chapter, but I know the chapter comes from a book which I have not seen, but which probably included a copyright notice although I do not know if it allows such distribution of a chapter or not.
- What are my liabilities? Can I keep it for myself? Send it to others?

# Question 5: Librarian

- Being in charge of an Open University digital library, I host a vast amount of digital content in our library website, suggested, given or pointed to by members of the teaching staff of the university.
- Is it my legal responsibility to make sure that this content is copyright-free (or that I have the right to put it in the library) if no copyright notice is attached to the material?
- Is it my legal responsibility to remove any content that is challenged by a publisher or an author or do they have to prove their claim?
- Can I transfer the burden of legal liability to the academic staff who suggest or give the digital material?



# Question 6: The University

- We need to update some educational material written for us ten years ago by a contracted author. According to the contract we must go to her first, and we do so. But we do not seem to be able to agree: she is asking for too much money, or time, or does not agree with some of the requested changes.
- Can we go to another author? How do we prove that our terms are reasonable? Does the first author have the right to be mentioned as the author of the material to be produced?
- Do we have the right to mention her as the author of the material to be produced even if she disagrees? Is there some mediation process?