



Study of the different possibilities for Open Educational Resources (OER) protection

Responsible partner: Biedrība Eurofortis

Project:

Boosting a novel and innovative tRAining approaCh of Key Enabling
Technologies - BRACKET

Project partners:



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1. INTRODUCTION

Open Educational Resources (OER) are teaching, learning and research materials in any medium – digital or otherwise – that reside in the public domain or have been released under an open license that permits no-cost access, use, adaptation and redistribution by others with no or limited restrictions. So in a very simple language Open Educational Resources are curriculum maps, course materials, textbooks, streaming videos, multimedia applications, podcasts, and any other materials that have been designed for use in teaching and learning that are openly available for use by educators and students, without an accompanying need to pay royalties or license fees. [1.]

The concept of Open Educational Resources (OER) was originally coined during a UNESCO Forum on Open Courseware for Higher Education in Developing Countries held in 2002. During a follow-up, online discussion, also hosted by UNESCO, the initial concept was further developed as follows: *“Open Educational Resources are defined as ‘technology-enabled, open provision of educational resources for consultation, use and adaptation by a community of users for non-commercial purposes.’ They are typically made freely available over the Web or the Internet. Their principle use is by teachers and educational institutions to support course development, but they can also be used directly by students. Open Educational Resources include learning objects such as lecture material, references and readings, simulations, experiments, and demonstrations, as well as syllabuses, curricula, and teachers’ guides.”* (Wiley 2006). [2.]

Since that time, the term has gained significant currency around the world and become the subject of heightened interest in policy-making and institutional circles, as many people and institutions explore the concept and its potential to contribute to improved delivery of higher education around the world.

The goal of OERs is to grow our collective body of “knowledge”. In the context of schooling, OERs apply mainly to educational textbooks and other extra-curricular resources. To grow this body of work implies not only that more resources are freely available to educators, but also that more educators (and schools) can participate in the production of such resources. Thus, not only does the body of knowledge grow with OERs, but so does the number of knowledge creators.

The BRACKET project brings together an innovative partnership in 6 European Countries (Croatia, Latvia, Poland, Spain, Greece and Slovenia) composed by 7 partners: VET providers, research centres, universities, companies and associations with wide experience in the subject of KETs and Education. BRACKET Consortium is focused on 3 KETs: nanotechnology, biotechnology, and advanced materials, according to their expertise.

Consequently, the main objective of this project is to transfer KETs to VET through the development of innovative and open learning content in terms of KETs. High capacities cannot be developed and implemented in the markets if students and workers do not have the necessary competences and/or skills, both technical related to chemistry, computer sciences, etc., and non-technical skills as entrepreneurship, communication, innovation, etc.

BRACKET consortium has designed and developed a Joint Curriculum (JCV) for developing and fostering new skills on VET students (initial or continued VET) with the participation of stakeholders, experts and Universities with experience in these enabling technologies as well as in non-technical skills. BRACKET Consortium have developed five different units, to be shared by the e-learning platform and being independent from each other and avoiding redundancies among them.

In a view of the growing importance of OER in today's education, it is necessary to consider the different possibilities for OER protection, therefore one of specific objectives in this project is to deliver the JCV on e-learning OER platform and provide it with adequate protection.

All the contents produced by BRACKET, contained in the 5 units, are licensed following the “Creative Commons Licence” (CCL). This comes from merging the need to created Open Educational Resources (OER), to be shared by the e-learning platform, together with the need of utilising a license worldwide recognised. The CCL allows BRACKET, not only to recognised its own credits on the material but also to put some restrictions as the “non-commercial” restriction and the “share alike” restriction, allowing other to distribute works which are derived by BRACKET’s material under the very same license utilised for training course.

This paper will go through how OER was born and how they developed within the years, also analysing the CCL and its different types of license conditions,

It is also important to briefly explain how a transnational Partnership comes to an agreement regarding the licensing on its work and how the agreement works.

2. OBJECTIVES

- How BRACKET ensures the property rights on its own material within the Erasmus Plus Programme Rules.
- Explain the connection between produced materials and Creative Commons Licenses (CLL).
- Explain what Open Education Resources are and what is the connection with BRACKET.
- How property rights work among the Project partners.

3. LICENSES VS. OPEN LICENSES

3.1. Licensing

The creation of OER requires consideration of several legal issues. Paramount amongst these is consideration of Intellectual Property Rights (IPR), and copyright. Copyright is the right to control the copying and dissemination of an original work. Other legal issues which may need to be considered include data protection law, liability for inaccuracy or illegal content, and accessibility law. [3.]

Usually licenses are used to resolve issues of Intellectual Property Rights (IPR).

License - is an official permission or permit to do, use, or own something. So, license can be farmed also as a document that specifies what can and cannot be done with a work. It grants permissions and states restrictions. The Latin noun was itself derived from the verb licere "to be permitted." [4.] With license under intellectual property law licensor may grant authorized use (such as copyright or using anyhow the teaching/learning materials) to a licensee sparing the licensee from a claim of infringement brought by the licensor.

A license under intellectual property commonly has several components beyond the grant itself, including a term, territory, renewal provisions, and other limitations deemed vital to the licensor. [5.]

OERs are characterized by the fact that their copyright scope is limited by means of an **open content license**. The “**all rights reserved**” model of traditional copyright is replaced with a more generous “**some rights reserved**”. [6.] So "openly licensed" does not mean that content belongs to public, and the author gives up all of their rights to this material. It means that it is allowed to copy and share a work via the Internet without asking, but at the same time protecting also a copyright's holders rights.

Thus, open license is one that grants permission to access, re-use and redistribute a work with few or no restrictions so the restrictions that were mentioned above practically are not in place anymore and the work can be used by general public.



Figure 1. Difference between open license and copyright with all rights reserved [7.]

Open licenses are legal tools that make use of existing copyright laws. [8.] All OER are made available under some type of open license, a set of authorized permissions from the rightsholder of a work for any and all users. [9.]

3.2. How does an open license work?

When an author creates some work, it is automatically protected by copyrights and only the author has the exclusive rights to allow somebody to use his work. Usually a creative work is in the public domain when its copyright has expired, was forfeited, or is otherwise inapplicable. This most often occurs when the author of a creative work has been dead for many years.

As we already clarified in section above an open license is a way for the copyright holder (creator or other right holder) to grant the public the legal permission to use their work.

The applied open license is usually indicated directly on the work and wherever the work is shared. As in the case of other licenses, open licenses do not imply a transfer of copyright or other intellectual property rights. Someone granting an open license for their work remains the copyright holder of their materials and can themselves use the materials as they wish, e.g. to commercialize their project outcomes. [10.]

Open licenses enable authors to allow more freedom in what others can do with their works. Benefits of this freedom includes:

- allowing others to circulate the work freely - potentially giving it a greater circulation than if a single group or individual retained an exclusive right to distribute.
- not forcing users to apply for permission every time they wish to circulate a copy of the work in question - which can be a time-consuming affair, especially if the work has many authors.
- encouraging others to continuously improve and add value to a work.
- encouraging others to create new works based on or derived from the original work - e.g. translations, adaptations, or works with a different scope or focus. [11.]

3.3. The role of an open license provider

What is an open license provider, and do we really need them?

Licensing system providers are professionals who offers a service and, in the end, helps the author offer the material produced free of any copyright constraints to the general public. Basically, the licensor remains the author of the creative work and the licensees remain all authors potential users/recipients. With help of licensing system providers, the author of creative work can determine what exactly can be done and what is strictly restricted regarding his creative work, for example, maybe author wants to allow the use of his work for general public, but don't want to let someone to sell his work.

Services of licensing system providers can be free of charge but those can also charge services.

The most well-known open licenses provider is Creative Commons. It is an American non-profit organization devoted to expanding the range of creative works available for others to build upon legally and to share. The organization has released several copyright-licenses known as Creative Commons licenses free of charge to the public.

For OER, the most widely used open licenses are the Creative Commons (CC) licenses, which make it possible for educators to share their work freely and legally. Creative Commons licenses work with copyright to automatically give users a set of usage rights pertaining to that work. When something is licensed with a Creative Commons license, users know how they can use it. Since the copyright holder retains copyright, the user may still seek the creator's permission when they want to reuse the work in a way not permitted by the license. [12.]

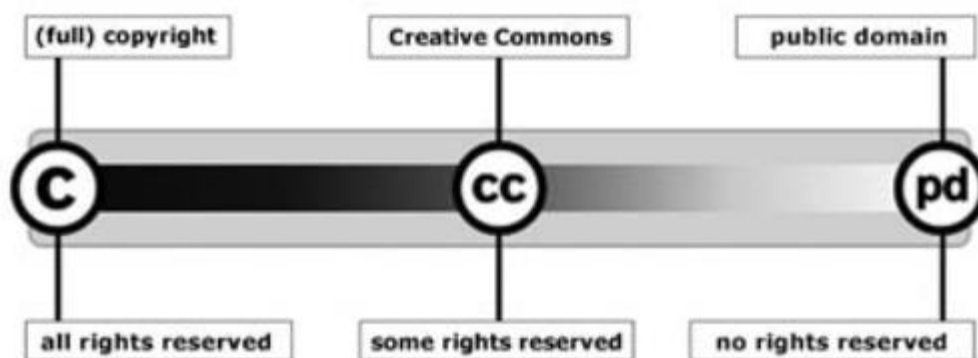


Figure 2. Creative commons

4. OPEN LICENSES AVAILABLE

It is very important to distinguish the difference between Open Access Publishing and Open Educational Resources because those are not the same. Wikipedia notes that “open access” is usually applied to many items but usually refers to:

- Open access publishing.
- Access to material (mainly scholarly publications) via the Internet in such way that the material is free for all to read, and to use to various extents.
- Open-access journal, journals that give open access to all or a sizable part of their articles. [13.]

OAP usually refers to research publications published under an open license.

OER is usually referred to as teaching and learning materials, also released under an open license. Clearly, especially in higher education, there is an overlap, as research publications typically form an important part of the overall set of materials that students need to access to complete their studies successfully, particularly at postgraduate level. Nevertheless, the distinction seems worth applying because it allows more nuanced

discussion and planning about which kinds of open licenses would be most appropriate for different types of resources. [14.]

An open license is a vital component of an open educational resource. [15.]

As it is already detected in section 3.1 “openly licensed” does not mean the absence of rights reserved. In a result a broad spectrum of legal frameworks is emerging to govern how OER are licensed for use. Some of the legal frameworks simply allow copying, but others make provision for users to adapt the resources that they use. The best known of these is the Creative Commons licensing framework (see www.creativecommons.org). It provides legal mechanisms to ensure that authors of materials can retain acknowledgement for their work while allowing it to be shared, can seek to restrict commercial activity if they wish, and can aim to prevent people from adapting it if appropriate. Thus, an author who applies a Creative Commons (CC) licence to their work specifically seeks to retain copyright over that work but agrees – through the licence – to give away some of those rights. [16.] However, there are also other open licenses that can be applied to educational materials.

4.1. GNU Free Documentation License

These open licenses grant the right to copy, redistribute, and modify a resource. It requires all copies and derivatives to be available under the same license. Copies may be sold commercially, but the original document or source code must be made available to the user as well. [17.] The GNU Free Documentation License is a form of copyleft intended for use on a manual, textbook or other document to assure everyone the effective freedom to copy and redistribute it, with or without modifications, either commercially or non-commercially. The latest version is 1.3. [18.]

GNU Free Documentation License (FDL) FDLv1.3 - the purpose of this license is to make a manual, textbook, or other functional and useful document "free" in the sense of freedom: to assure everyone the effective freedom to copy and redistribute it, with or without modifying it, either commercially or noncommercially. It also preserves for the author and publisher a way to get credit for their work, while not being considered responsible for modifications made by others. It is a kind of "copyleft", which means that derivative works of the document must themselves be free in the same sense. It complements the GNU General Public License, which is a copyleft license designed for free software. [19.]

4.2. Free Art License 1.3 (FAL 1.3)

The Free Art License grants the right to freely copy, distribute, and transform creative works without infringing the author's rights. The FAL recognizes and protects these rights. Their implementation has been reformulated to allow everyone to use creations of the human mind in a creative manner, regardless of their types and ways of expression. While the public's access to creations of the human mind usually is restricted by the implementation of copyright law, it is favoured by the Free Art License. This license intends to allow the use of a work's resources; to establish new conditions for creating to increase creation opportunities. The Free Art License grants the right to use a work and acknowledges the right holder's and the user's rights and responsibility. The main rationale for this FAL is to promote and protect creations of the human mind according to the principles of copyleft: freedom to use, copy, distribute, transform, and prohibition of exclusive appropriation. [20.]

FAL is meant to be applied to artistic works, not documents. [21.]

4.3. Creative Commons (CC)

The most widely used open licenses for OER are the Creative Commons (CC) licenses. CC licenses take account of different copyright laws in different countries or jurisdictions and allow for different language versions. To make the licensing process as simple as possible for users the Creative Commons site makes use of a licence generator that suggests the most appropriate licence based on a user's response to specific questions regarding how their work can be used. [22.]

Advantages of CC:

- The CC approach provides user-friendly open licences for digital materials and so avoids automatically applied copyright restrictions.
- The CC licences take account of different copyright laws in different countries or jurisdictions and allow for different language versions.
- To make the licensing process as simple as possible for users, the Creative Commons site makes use of a licence generator that suggests the most appropriate licence based on a user's response to specific questions regarding how their work can be used.
- All the CC licences include basic rights that are retained by the authors, asserting the author's right over copyright and the granting of copyright freedoms.

- Within this framework, the CC licences allow authors, in a user-friendly way, to grant other people the right to make copies of their work and, if they wish, to allow other people to make changes to their work without seeking permission.
- The CC licences also allow users to apply some restrictions on these permissions, for example, requiring attribution of the authorship of the original work, or restricting reuse of the resource for commercial purposes. [23.]

Creative Commons licenses give everyone from individual creators to large institutions a standardized way to grant the public permission to use their creative work under copyright law. From the reuser's perspective, the presence of a Creative Commons license on a copyrighted work answers the question, "What can I do with this work?". [24.] CCL has created six key licensing options from which the rights owner/ creator can choose the most suitable to its needs and its material.

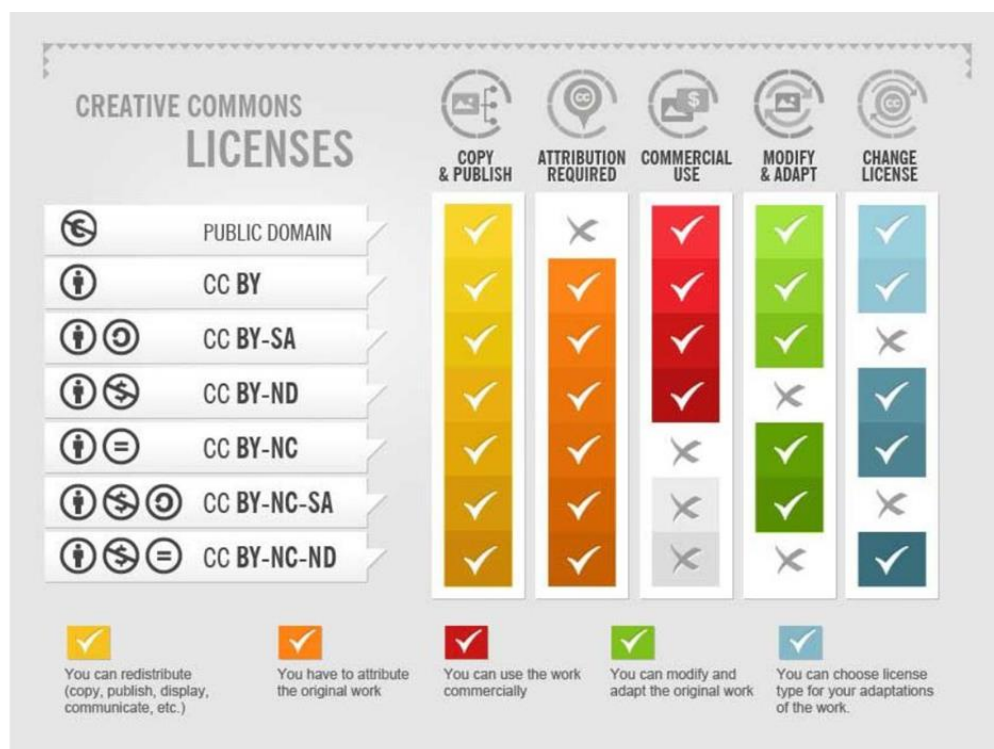


Figure 3. Creative commons licenses explained [25.]

Creators or copyright holders who wish to apply a Creative Commons license to their work can choose the most appropriate from conditions listed below. [26.]



CC BY: This license allows reusers to distribute, remix, adapt, and build upon the material in any medium or format, so long as attribution is given to the creator. The license allows for commercial use (Attribution 4.0 International (CC BY 4.0)).

CC BY includes the following elements:

BY – Credit must be given to the creator.



CC BY-SA: This license allows reusers to distribute, remix, adapt, and build upon the material in any medium or format, so long as attribution is given to the creator. The license allows for commercial use. If you remix, adapt, or build upon the material, you must license the modified material under identical terms (Attribution-ShareAlike 4.0 International (CC BY-SA 4.0)).

CC BY-SA includes the following elements:

BY – Credit must be given to the creator

SA – Adaptations must be shared under the same terms



CC BY-NC: This license allows reusers to distribute, remix, adapt, and build upon the material in any medium or format for non-commercial purposes only, and only so long as attribution is given to the creator (Attribution-NonCommercial 4.0 International (CC BY-NC 4.0)).

It includes the following elements:

BY – Credit must be given to the creator;

NC – Only non-commercial uses of the work are permitted.



CC BY-NC-SA: This license allows reusers to distribute, remix, adapt, and build upon the material in any medium or format for non-commercial purposes only, and only so long as attribution is given to the creator. If you remix, adapt, or build upon the material, you must license the modified material under identical terms (Attribution-NonCommercial-ShareAlike 4.0 International (CC BY-NC-SA 4.0)).

CC BY-NC-SA includes the following elements:

BY – Credit must be given to the creator.

NC – Only non-commercial uses of the work are permitted.

SA – Adaptations must be shared under the same terms.



CC BY-ND: This license allows reusers to copy and distribute the material in any medium or format in unadapted form only, and only so long as attribution is given to the creator. The license allows for commercial use (Attribution-NoDerivatives 4.0 International (CC BY-ND 4.0)).

CC BY-ND includes the following elements:

BY – Credit must be given to the creator;

ND – No derivatives or adaptations of the work are permitted.



CC BY-NC-ND: This license allows reusers to copy and distribute the material in any medium or format in unadapted form only, for non-commercial purposes only, and only so long as

attribution is given to the creator (Attribution-NonCommercial-NoDerivatives 4.0 International (CC BY-NC-ND 4.0)).

CC BY-NC-ND includes the following elements:

BY – Credit must be given to the creator;

NC – Only non-commercial uses of the work are permitted.

ND – No derivatives or adaptations of the work are permitted.

Although this type of license is not suitable for materials to be developed under the project for full insight need to mention that there is also Creative Commons Public Domain Dedication CC0 which allows creators to give up their copyright and put their works into the worldwide public domain and there is conditions for distribution, adaption or other actions. [27.]

Also, a recommendation from the Bracket project partners Danmar Computers LLC from Poland was received. They suggest to place the Creative Commons Attribution 4.0 International License at the footer of the website, which will imply that all project deliverables are in line with this license, including the OER. Additionally, the OER will have this same information embedded. Colleagues accent's that the CC license has already been included in the final versions of the modules that been uploaded by partners and therefore the same CC License should be applied to the OER.

5. HOW TO CHOOSE AN OPEN LICENSE FOR OER IN BRACKET COURSE

5.1. Erasmus+ criteria

Erasmus+ clearly states the criteria regarding licensing all the material produced within a project founded by Erasmus+.

An open license applied to educational resources produced with support of Erasmus+, must allow the public (i.e. any third parties) at the minimum to freely:

- Use the work.
- Adapt the work as needed (e.g. translate, shorten, modify for local contexts, etc.);

- Reproduce and share the original or adapted work with others (e.g. with students in the classroom, online, with peers, etc.). [28.]

While Erasmus+ encourages beneficiaries to apply the most open licenses to ensure the maximum impact of their works, beneficiaries may choose open licenses with specific conditions, in particular:

- That the creator has to be indicated whenever the work or a derivative is used or shared.
- That the work cannot be used commercially (e.g. sold by others, integrated in a commercial textbook, etc.).
- That any derivatives have to be shared under the same license or licensing terms. [29.]

While beneficiaries are free to choose any open license or even develop their own open license, to avoid duplication of work, ensure legal certainty, and ensure the possibility to combine several works, Erasmus+ beneficiaries are strongly encouraged to make use of well-known existing licenses suitable for the type of resource. The license cannot contain any conditions which limit the user group, which forces users to register, participate, or otherwise undertake any specific activity, or which specifies that the use has to be requested or reported.

5.2. OER BRACKET criteria

There is the necessity to guarantee OER the rights on the material created but not using the “all rights reserved” tool. As the CCL is the most used license for OER materials the most suiting one via CCL generators can be chosen. This license generators helps make the licensing process as simple as possible for all users as it suggests the most appropriate license based on user's responses to specific questions regarding how the work is planned to offer for using.

Criteria for materials created during this project are following:

- 1) Extension of certain rights reserved the material created.
- 2) Possibility to exclude commercial use and purposes on the created material.
- 3) Users are free to share — copy and redistribute the material in any medium or format and Adapt — remix, transform, and build upon the material

- 4) The need for a right reserved license that could allow point 1 and 3 without losing the point 2.

Comparing criteria above mentioned with the description of CC licenses and selecting the criteria in CLL “license generator” a match was found with the “Attribution 4.0 International (CC BY 4.0)” license (Registering a CC license). [30.]

License Features
Your choices on this panel will update the other panels on this page.

Allow adaptations of your work to be shared?
☒ Yes ☐ No
☐ Yes, as long as others share alike

Allow commercial uses of your work?
☒ Yes ☐ No

Selected License
Attribution 4.0 International
 CC BY
 This is a Free Culture License!
 APPROVED FOR

Help others attribute you!
 This part is optional, but filling it out will add machine-readable metadata to the suggested HTML!

Title of work
 Attribute work to name
 Attribute work to URL
 Source work URL
 More permissions URL
 Format of work
 License mark

Have a web page?
 This work is licensed under a [Creative Commons Attribution 4.0 International License](#).
 Copy this code to let your visitors know!

```
<a rel="license" href="http://creativecommons.org/licenses/by/4.0/"></a><br />This work is licensed under a <a rel="license"
```


☒ Normal Icon ☐ Compact Icon

Figure 4. Attribution 4.0 International (CC BY 4.0) [31.]

LICENSES

This training material is subject to Creative Commons licenses. For training material, such as images, subject to another type of license, the license is explicitly stated.



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Funding



This training material has been developed within the framework of the "Boosting a novel and innovative tRAining approaCh of Key Enabling Technologies" project.



Co-funded by the
Erasmus+ Programme
of the European Union

The project is implemented within the framework of the **Cooperation for Innovation and the Exchange of Good Practices** Key Action and is funded by the **Erasmus+ Programme of the European Union**.

Figure 5. License selected in BRACKET partnership (page of the template)

6. OER AGREEMENT

As the main objective of the OER are to ensure free access to different materials used in teaching and learning of the BRACKET project, it is very important that those materials are openly available for use by educators and students, without an accompanying need to pay royalties or license fees so an open license (Creative Commons) is the best option and it is most commonly used for OER materials.



Open education licensing policies insert open licensing requirements into existing funding systems (e.g. grants, contracts, or other agreements) that create educational resources, thereby making the content OER, and shifting the default on publicly funded educational resources from "closed" to "open". [32.]

Also, the terms and conditions contained within the Erasmus+ Agreement regarding the creation and production of educational materials, established by the same Erasmus+ Programme, causes you to choose the agreement of the OER licensing use, making all the material available for European and World Wide users while keeping the intellectual property rights for the creators of the material and at the same time letting get the maximum of the teaching/ training material as everyone can modify and improve the material.

7. INTELLECTUAL PROPERTY TO THE PARTNERSHIP AGREEMENT

At the start of a project and where Partnerships are involved the “Partnership Agreement” have to be created and signed. In this project the creation of one Partnership Agreement for each Project Partner, was the best option. The agreement defines organisation of the partnership by regulating the rights and obligations of sides in order to successfully implement the BRACKET project.

The agreement sets out several topics, such as the duration of the agreement, payments of funds and modalities, management of project, accounting, record keeping and reporting, audits, etc. Among other topics, there is Intellectual property.

Within the Intellectual Property, a list of criteria and rules are set.

- Material already developed and brought in maybe only used within the scope of the project as templates of good practice. Copyrights must be strictly safeguarded, permission for reproduction and scale of reproduction have to be settled beforehand.
- Where beneficiaries develop material within the scope of the project this material will be available for the partnership as a means within the common goals set in the partnership.

- Collective products in a tangible form, like manuals, CD-ROMs, online data as the authorized result of this project work may be disseminated and translated into the respective beneficiary's official language(s) for free as long as they are not marketed for a profit. Throughout the contractual period of the project, the partnership is the proprietor of the product.

There is two most important elements that turns out of this

- 1) Protection of copyrights
- 2) Need to concentrate on the no-profit side of the market

8. CONCLUSIONS

These days high-quality education has become as one of the most important fundamental freedoms of humanity. OER has emerged as a concept with great potential to support educational transformation. While its educational value lies in the idea of using resources as an integral method of communication of curriculum in educational courses (i.e. resource-based learning), its transformative power lies in the ease with which such resources, when digitized, can be shared via the Internet. OER represent a common intellectual capital that should be unlocked to drive and support education rather than being kept locked away. The potential of OER includes bringing transparency to educational processes, facilitating collaborations between educators and students at different institutions, and establishing a new economic model for procuring and publishing learning materials. So, it is very important to think about the reasonable protection of the OER.

As more institutions around the world are, at different levels, requiring their educators to share more materials under open licenses, experiences clearly demonstrate that this opening of intellectual property to peer scrutiny is having the effect of improving quality of teaching and learning materials. [33.] This process is bilateral because educators invests a lot of time in improving materials before sharing them openly and because the feedback that they receive from peer and student helps them to improve and upgrade materials their share.

So, the most important reason for harnessing OER is that openly licensed educational materials have tremendous potential to contribute to improving the quality and effectiveness of education. [34.] The potential of OER includes bringing transparency to educational

processes, facilitating collaborations between educators and students at different institutions, and establishing a new economic model for procuring and publishing learning materials.

The most widely used open licenses for OER are the Creative Commons (CC) licenses. CC licenses take account of different copyright laws in different countries or jurisdictions and also allow for different language versions. Creative Commons licenses give everyone from individual creators to large institutions a standardized way to grant the public permission to use their creative work under copyright law. From the re-users perspective, the presence of a Creative Commons license on a copyrighted work answers the question, “What can I do with this work?”

Creative commons helps everyone to set for the work created right restrictions and the user to get all the rights they need and therefore BRACKET project respect the Erasmus+ program rules regarding the “non-commercial” use of the materials and can maintain the intellectual property on the produced material while sharing it with the users.

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