FAQ: ONLINE COURSE MATERIALS AND COPYRIGHT

Can I prevent students from taking and sharing my course materials?

Concerns about uncontrolled sharing and reuse of course materials are understandable, and they reflect anxieties about the value of the material, who owns it, how it might be perceived in a different context, and more.

One strategy for dealing with this possibility is to label your materials with your name and contact information so that the ownership of the content is always clear to people who see it.

In general, it is a best practice to be specific about **the copyright ownership** of your materials, and to be clear about your intent to provide (or withhold) permissions for their reuse or redistribution. You are not required to put a copyright symbol on your materials for them to be protected by the Canadian Copyright Act, but using the symbol serves as a reminder to others.

Try any or all of the following strategies:
- Place an easily-visible copyright statement in your page footers, or use a caption on your videos containing your name and contact information.
- Clearly label your material with a licence, such as a [Creative Commons licence](#), that explicitly specifies what uses of your material are permitted.
- Add a prominent statement about how to cite your material when it is reused. This may take the form of a suggested citation that includes your name and a link to your online profile or website.

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You may use [technological protection measures](#) such as watermarks or passwords to make it more difficult to copy your online course content. If your course materials are found on a content sharing website [you do have options to have it removed](#), but the truth is that it is almost impossible to completely prevent copying and sharing of digital content. It is worth noting, however, that the real value of educational material is in how it connects us to crucial things we do as instructors: guiding students, offering support, and providing expert-level assessment and feedback on their work (UNESCO's [A Basic Guide to Open Educational Resources](#), page 15).

What is copyright, and how do copyright and licences relate to each other?

In the absence of another agreement, most instructors at York University own the intellectual property to the teaching materials they create ([Copyright@York Basics](#); YUFA Collective Agreement, [Article 23](#); CUPE 3903 Unit 2 Collective Agreement, [Section 10.06.2](#)). **Copyright** is the exclusive right to sell, publish, perform, produce or reproduce an original work or a substantial part of that work (see [What Rights are Protected by Copyright Law](#) or the [Copyright Act, s. 3](#)). Unless you have formally agreed to some other arrangement, you hold the copyright for your online teaching materials.

A copyright **licence** is a form of permission: it gives another entity the ability to produce or disseminate all or part of a copyrighted work. A licence can be verbal, but is often expressed in written form. Only the copyright holder has the right to apply a licence to a creative work.

When you assign a licence to a work for which you hold the copyright, you are not giving up your rights as the copyright holder. Rather, you are giving others permission to use your work as specified by the licence. This may or may not require them to ask you explicitly for that permission.

What are Creative Commons (CC) licences?

A [Creative Commons](#) licence can be seen as a special form of permission for using or redistributing works for which you hold the [copyright](#). Rather than waiting for someone to ask you for permission to use your work, a Creative Commons licence lets you specify in advance what uses you will allow so that people who see your work will be aware of what is permitted.

There is a [spectrum of licences](#) available under the Creative Commons model. These range from very restrictive to very liberal, based on a set of choices about whether or not:

- Commercial use of the work is allowed
- Others may change or adapt your work
- Others must also share content that is based on your work

The Creative Commons website features an [interactive chooser tool](#) that you can use to decide on a licence that reflects your values, as well as a list of [things to consider when deciding on a licence](#).

Do I keep my copyright if I assign a Creative Commons (CC) licence to my course materials?

Yes. When you assign a CC licence (or any other form of open licence, such as the [ones used for software](#)) to a work, you retain ownership of your copyright. A licence is used to specify how other people are permitted to use your material, but it does not give them ownership of your work.

You do have the option to waive all of your rights to a work, placing it in the [public domain](#) for anyone to use in any way. Creative Commons refers to this as [CC0, or "no rights reserved."](#)

Should I openly-license my course materials?

Openly-licensing course materials under the [Creative Commons](#) is not a simple decision, but it has benefits. Imagine you are building a first year calculus course. Rather than creating all of the course material from scratch, wouldn't a better use of your time and expertise be to find and use existing course content that works well? Open licences create a community for scholars, helping instructors to help each other. While there are many good reasons to give for creating openly-licensed course content, a compelling one is "share your content, because at the end of the day you'd probably prefer that other people share their content with you."

When you create course materials and apply a licence that allows a user to remix or revise the content for redistribution, you are creating an [Open Educational Resource (OER)](#).

Openly licensed teaching materials can be deposited into [YorkSpace](#) so that they are discoverable and could form part of the teaching component of a tenure dossier. The degree to which other instructors have adopted those materials may help make the case for excellence in teaching.

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Which Creative Commons licences are most appropriate for course materials?

Creative Commons (CC) licences tell others how they may reuse your work. A licence that is often applied to course materials and other scholarly works is Creative Commons Attribution (CC BY). This licence preserves your attribution information but allows any other use of your work.

Many scholars also use Creative Commons Attribution-NonCommercial (CC BY-NC), which specifies that attribution must be kept and that only non-commercial uses of the work are permitted.

It is also common to add a "share alike" clause to a Creative Commons licence. This variation requires people who use your work to apply a similar open licence to their adaptation. As the copyright holder, however, you are free to apply any licence you choose -- or none at all.

The Creative Commons website features an interactive chooser tool that you can use to decide on a licence that reflects your values.

How do I license code or data that I may share with my students?

Openly-licensed software (source code and compiled objects) is often governed by a different set of licences, created by organizations such as MIT, Apache, GNU, and Mozilla. For a list of the most common licences, and information on how to use them, see the Open Source Initiative's website.

While factual information and data (e.g. today's temperature or stock prices) cannot be copyrighted, it is possible to copyright a data collection if it exhibits creativity and detail. This may be demonstrated with your creation of visualizations, charts, or a particular arrangement of the data. Examples would be a large dataset of historical stock prices or sensor data for a particular experiment that you performed.

For choosing a licence for your data, check the York University Libraries Data Licensing page.