



# Open Licensing of Primary Grade Reading Materials: Considerations and Recommendations

*A Global Reading Network Resource*



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# **Open Licensing of Primary Grade Reading Materials: Considerations and Recommendations**

*A Global Reading Network Resource*

Sofia Cozzolino, Reading within Reach  
Cable Green, Creative Commons

**October 2019**

*Cover photo: Courtesy of Book Dash*

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This resource is one of several focused on consolidating research and experiences about best practices in primary grade reading with the intention of supporting all stakeholders involved in designing, implementing or managing literacy programs. The information included draws from several previously developed documents on the topic, including the following sources:

- *Open Licensing Made Plain: A Primer on Concepts, Challenges, and Opportunities for African Publishers*, Neil Butcher, Lisbeth Levey, and Kirsty von Gogh. This work is licensed under the Creative Commons Attribution 4.0 International License. It can be found at <http://www.earlyliteracynetwork.org/content/open-licensing-made-plain-primer-concepts-challenges-and-opportunities-publishers>.
- *Concept Paper on Open Licensing for Ministries of Education in Low- and Middle-Income Countries*, Ana Robledo, prepared by RTI International for the U.S. Agency for International Development, Early Grade Reading Program in Nepal, Contract No. AID-367-TO-15-00002. It can be found at <https://shared.rti.org/content/concept-paper-open-licensing-ministries-education-low-and-middle-income-countries>.
- Creative Commons (CC) informational notes accessed on [CreativeCommons.org](https://creativecommons.org).<sup>1</sup>

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<sup>1</sup> <https://creativecommons.org>

<sup>2</sup> <https://creativecommons.org/licenses/by/4.0>

## **Acronyms and Abbreviations**

CC	Creative Commons
EGR	Early grade reading
GDL	Global Digital Library
GPE	Global Partnership for Education
GRN	Global Reading Network
IP	Intellectual property
LMICs	Low- and middle-income countries
MOE	Ministry of Education
NGO	Non-governmental organization
OER	Open Educational Resources
REACH	Reading within Reach
UNESCO	United Nations Educational, Scientific and Cultural Organization
USAID	United States Agency for International Development
USG	United States Government

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## I. Introduction

The objective of this paper is to provide information on copyright and open licensing to the diverse stakeholders involved in reading improvement programs, particularly those supported by USAID. The resource answers common questions and provides specific recommendations for host-country governments, donor staff, implementing partners, publishers, and others so that they can collaborate in the use of Creative Commons licenses.

Over the last several decades, the world has made steady progress towards improving children’s access to education. However, educational quality continues to lag in many contexts, leading to what UNESCO and others have termed a “global learning crisis.” It is estimated that 387 million children around the world are currently not learning to read.<sup>3</sup> Many of them have little or no access to textbooks and reading materials.<sup>4</sup> The dearth of reading materials in homes and classrooms, especially in languages that are familiar to children, makes it very difficult to address the critical deficit of basic reading skills. Restrictive copyrights can limit how likely reading resources are to be used, shared or repurposed, which significantly diminishes the potential impact of the materials.

At the same time, the ever-increasing collection of Open Educational Resources (OER) has created fertile ground for improving learning worldwide, especially where funding for learning materials is scarce. In this digital era, openly licensed educational materials can now contribute to making education more accessible across the globe. New and increasingly numerous modalities for using open licenses enable increased production and sharing of copyrighted educational materials, based on the fundamental belief in the freedom to share knowledge and promote equity in learning. The *2007 Cape Town Open Education Declaration* and the *2012 Paris OER Declaration* demonstrate the degree to which international consensus supporting the use of open licensing to create open educational resources has grown.<sup>5</sup>

Donors and international organizations are increasingly investing in such approaches, as they are interested in ensuring that the educational materials they fund reach

*“To meet modern day education challenges, we can’t use the traditional way. In remote and developing areas, particularly for girls and women, OER are a crucial, crucial means to reach SDGs. OER are the key.”*

- Qian Tang, UNESCO Assistant  
Director for Education

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<sup>3</sup> UNESCO. Teaching and learning: Achieving quality for all. EFA Global Monitoring Report (2014a).

<sup>4</sup> Ibid.

<sup>5</sup> For more information, see the 2007 Cape Town Open Education Declaration:

<https://www.capetowndeclaration.org> and 2012 Paris OER Declaration:

[http://www.unesco.org/new/fileadmin/MULTIMEDIA/HQ/CI/CI/pdf/Events/English\\_Paris\\_OER\\_Declaration.pdf](http://www.unesco.org/new/fileadmin/MULTIMEDIA/HQ/CI/CI/pdf/Events/English_Paris_OER_Declaration.pdf).

the greatest possible number of learners. They are also eager to guarantee that broad access to materials is not compromised at the conclusion of programs they fund. As openly licensed resources provide tools for advancing these objectives, many donors, such as the U.S. Agency for International Development (USAID), now often require implementing partners to issue all learning materials developed with their funds under Creative Commons licenses, the global standard for openly licensing educational materials and other copyrighted content. In addition, USAID has increasingly prioritized uploading openly licensed primary grade reading materials to digital library platforms such as the Global Digital Library, as a means of assuring continued access after funding ends.

Yet, as the concept of open licensing is still not widely understood, coordinated efforts are needed to leverage support for OER, particularly from governments wary of lifting restrictions on curricular materials. Additionally, cooperation with the publishing sector must be strategically planned for and delivered, in order to harness the talent of professional content creators and to support a sustainable culture of reading.<sup>6</sup>

This paper addresses some of the most recurrent issues in openly licensing materials in developing country contexts and presents potential strategies for successfully resolving them. Interested stakeholders are encouraged to review the list of resources for further learning at the end of this document, as well as consult the Creative Commons' website,<sup>7</sup> which includes numerous comprehensive resources for users and prospective sharers of content.

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<sup>6</sup> For more information on this topic, see N. Butcher, L. Levey, and K. von Gogh, *Good Stories Don't Grow on Trees: A Guide to effective costing of storybooks in the Global South* at <http://www.earlyliteracynetwork.org/content/good-stories-dont-grow-trees-guide-effective-costing-storybooks-global-south>.

<sup>7</sup> <https://creativecommons.org>



## II. Glossary

**All Rights Reserved Copyright:** Copyright term most often used by people, organizations or publishers whose priority is to control where and how the work is adapted and distributed, and by whom. Many national governments have had a tendency to use “All rights reserved” copyrights, as a way of maintaining control over curriculum materials.

**Creative Commons (CC):** Creative Commons is a global non-profit organization offering free open licenses and public domain tools, consistent with the rules of copyright, that make it easy for people to share their work and build on the work of others.

**Creative Commons licenses:** CC licenses let people easily change their copyright terms from the default of “all rights reserved” to “some rights reserved.” Copyright holders retain their copyright and add one of six CC licenses to share some permissions with the public to reuse and redistribute their work. See: <http://creativecommons.org/licenses>

**Copyright Exceptions and Limitations:** Provisions contained in copyright law or established by international treaty that allow for copyrighted works to be used without a license from the copyright holder.

**Intellectual property:** A work or invention that is the result of creativity, such as a manuscript or a design, to which the creator/s have rights and for which one may potentially apply for a patent, copyright<sup>8</sup> and/or trademark.

**Licensing terms:** The conditions under which the copyright holder grants permission to reuse, adapt and/or distribute the work to interested third parties. Licensing terms often require payment to the copyright owner.

**Open licensing:** Open licensing of materials expands on the concept of copyright by allowing the public to access and use, copy, and distribute materials at no cost, under the terms of the open license. Creative Commons licenses are examples of open licenses.

**Open Educational Resources:** Teaching, learning and research materials in any medium that reside in the public domain or have been released under an open license that permits no-cost access, adaptation, and redistribution by others.<sup>9</sup>

**Underserved languages:** Languages without sufficient textbooks, teachers’ guides or reading books available to support the achievement of early literacy and learning outcomes.<sup>10</sup>

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<sup>8</sup> Copyright is automatic – one does not need to apply for copyright to receive copyright once their work is in a fixed tangible medium of expression.

<sup>9</sup> <https://creativecommons.org/about/program-areas/education-oer/>

<sup>10</sup> Global Book Fund. Global Book Fund Feasibility Study: Final Report (2016).

### III. Overview of Copyright and Open Licensing

Copyright terminology can often deter non-legal professionals from understanding and applying associated rights. This section explains some of the key concepts and terms necessary for understanding open licensing of educational materials.

In simple terms, a **copyright** safeguards the ownership of intellectual property. In the context of primary grade reading programming, this property is usually a book or written work. Typically, **the first owner of copyright** in any created work – a novel, a biography, a letter, a drawing, a photograph, a song– is the person who created it.<sup>11</sup> Copyright is automatic – one does not need to apply for copyright to receive copyright once their work is in a fixed tangible medium of expression.

An author who holds copyright to a primary grade reading book automatically would have the following rights related to that book: the right to reproduce it, the right to create derivative works from it, the ability to control the manner in which the work, or a copy of the work, is transferred to others, and the ability to control the manner in which excerpts of the book could be publicly performed.<sup>12</sup> Absent an applicable Copyright Exception or Limitation that allows the public to reuse a copyrighted work without permission, a copyright license must be obtained to avoid copyright infringement.

Licensing is the procedure by which an author grants to others permission to use their copyrighted work. A license contains the terms and conditions of the permissions granted. Often, an author will sell certain rights to a book, for example, to a publisher, and the publisher will then be authorized to reproduce that book and earn profits from the sale of those reproductions. An author can also **grant** a license to give some of those rights to others, without those third parties having to purchase those rights. “The term ‘open content’ describes any copyrightable work [...] that is licensed in a manner that provides users with free and perpetual permission to draw on the material.”<sup>13</sup> Open Educational Resources are one type of open content.<sup>14</sup>

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<sup>11</sup> World Intellectual Property Organization (WIPO), Managing Intellectual Property in the Book Publishing Industry. Retrieved from: [https://www.wipo.int/edocs/pubdocs/en/copyright/868/wipo\\_pub\\_868.pdf](https://www.wipo.int/edocs/pubdocs/en/copyright/868/wipo_pub_868.pdf).

<sup>12</sup> [https://copyrightalliance.org/ca\\_faq\\_post/rights-copyright-owners-ata/](https://copyrightalliance.org/ca_faq_post/rights-copyright-owners-ata/)

<sup>13</sup> <http://opencontent.org/definition/>

<sup>14</sup> UNESCO’s draft recommendations on open licensing, see [www.oercongress.org/wp-content/uploads/2018/04/Draft-OER-Recommendation-Version-Draft-18-April-2018-text-for-online-consultation-ENG.pdf](http://www.oercongress.org/wp-content/uploads/2018/04/Draft-OER-Recommendation-Version-Draft-18-April-2018-text-for-online-consultation-ENG.pdf).

According to UNESCO's most recent "Recommendation on Open Educational Resources (OER)," the application of open licenses to educational materials introduces significant opportunities for more cost-effective creation, use, adaptation, and quality assurance of those materials (including translation, adaptation to different learning and cultural contexts, development of gender-sensitive materials, and creation of alternative and accessible formats of materials for learners with special educational needs).

***"Open Educational Resources (OERs) are defined as "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."***

- 2019 UNESCO Draft Recommendations on Open Educational Resources

The open license is the key difference between an OER and any other educational resource. **OER have an open license that facilitates reuse, adaptation, and distribution without first requesting permission from the copyright holder.**<sup>15</sup> The open license indicates the conditions under which the copyright holder grants permission to reuse, adapt and distribute the work to interested third parties. Open licensing terms are applicable only to works that are eligible for copyright protection. For example, works in the public domain are already freely available, adaptable and sharable and do not require an open license. The copyright holder must make open licensing terms explicit and include them in the work; in the case of printed materials, usually on the copyright notice page.

Prior to the advent of open licensing, most educational resources (e.g., textbooks, decodable and leveled readers) were under **All Rights Reserved Copyright terms**, which dictated how the works are adapted and distributed. Publishers, individuals or organizations use All Rights Reserved Copyright terms in order to retain the exclusive right to sell, or to otherwise protect the work absent an applicable Copyright Exception or Limitation. When All Rights are Reserved, in the absence of an applicable Copyright Exception or Limitation all third parties interested in reusing, copying and/or distributing the copyrighted content must have explicit written authorization from the copyright holder, a process which can easily be denied or can necessitate a fee for issuing a license for reuse, adaptation or distribution.

According to David Wiley<sup>16</sup>, the permissions granted by an open license allow the public to potentially use OER in the following ways (depending on the type of open license adopted):<sup>17</sup>

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<sup>15</sup> Ibid.

<sup>16</sup>As of initial publication, David Wiley is Chief Academic Officer at Lumen Learning, which provides OER materials for professors and students to access to support higher education.

<sup>17</sup> D. Wiley (n.d.). Defining the open in open content. <http://opencontent.org/definition/>

## RETAIN

**The right to** make, own and control copies of the content (e.g. download, duplicate, store and manage)

## REUSE

**The right to** use the content in a wide range of ways (e.g., in a class, in a study group, on a website or in a video)

## REVISE

**The right to** adapt, adjust, modify or alter the content itself (e.g., translate the content into another language)

## REMIX

**The right to** combine the original or revised content with other open content to create something new (e.g., incorporate the content into a mashup)

## REDISTRIBUTE

**The right to** share copies of the original content, your revisions or your remixes with others (e.g., give a copy of the content to a friend)

#### IV. Benefits of Openly Licensed Primary Grade Reading Materials

Open Educational Resources (OER) have great potential to support education systems to improve learning and literacy outcomes. There are several potential benefits to adopting OER approaches to supporting primary grade reading, including:

- ***Increase access and equity*** – Achieving equitable learning outcomes requires an increase in the supply of early reading materials in low- and middle-income countries, especially in those with high linguistic diversity and which possess a policy that supports the use in schools of languages that children speak and understand.<sup>18</sup> OER offers the possibility of adapting, translating and reusing existing content as a means of supplying reading materials in underserved languages otherwise experiencing a dearth of children’s books. There is an urgent need to measure the impact of OER on access and equity, compared to that of more restrictively licensed material, as studies on this topic are few and far between.
- ***Shift book-related expenses*** – The terms of use of openly licensed educational resources may allow governments and others to maintain quality, up-to-date materials through continuous updates. Because OER can be freely adapted and remixed, over the long term, this may reduce the monetary investment required to develop high-quality early reading materials from scratch. That said, open licensing will not produce high-quality materials without significant up-front investments in creation, and in the short term this may mean shifting expenses from the end user to the commissioner of the materials (often a ministry of education or donor agency). Additional data is needed on any potential reduction in cost.
- ***Empower teachers to improve instruction*** – Openly licensed educational resources allow teachers to draw on growing repositories of teaching materials in order to supplement their lesson planning and instruction. OER from around the world can be adapted and customized to meet the needs of individual learners. In many places, curricular reading materials are limited to a single textbook or short collection of levelled texts. Openly licensed material may be housed online or -- where digital access is limited -- circulated in print copy. This may offer a potential business model for local print shops, who benefit from free access to materials that could be printed and sold for a fee. Teachers are also benefiting from openly licensed materials to support improvement of pedagogic practices through self-study or mediated by teacher educators. If a struggling reader required additional practice to master a specific skill, a teacher could access, print/reproduce and share openly licensed leveled texts for the student to practice in school or at home with parents. While this level of connectivity

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<sup>18</sup> A. Robledo. Concept Paper on Open Licensing for Ministries of Education in Low- and Middle-Income Countries, prepared by RTI International for the U.S. Agency for International Development, Early Grade Reading Program in Nepal, Contract No. AID-367-TO-15-00002 (2018).

does not yet exist in many of the contexts served by USAID and other education donors, the rapid global advancements in technology and access may mean significant increases in the ways that openly licensed materials are accessed and used.

- ***Continuously adapt materials*** – OER also represents an opportunity for educational materials to be adapted to new contexts and educational needs. By allowing material to be modified by other educators around the world, open licenses create the opportunity for a work to be made relevant to broader range of stakeholders. OER materials also create multiple opportunities to innovate in teaching and learning.<sup>19</sup>

### **OER advancing Teacher Education**

***TESS-India***, led by *The Open University and Save The Children India* and funded by UK Aid, provides freely available and adaptable open education resources to support development of pedagogic practices in relation to Language and Literacy, Science, Maths, and English. See <http://www.tess-india.edu.in/>.

***TESSA (Africa)*** is a network of teachers and teacher educators stretching across Sub-Saharan Africa. At the heart of the network is a bank of OER, linked to the school curriculum, and designed to support teachers and teacher educators in developing active approaches to learning. This network is also coordinated by *The Open University* in the UK. See <http://www.tessafrica.net/>.

In short, openly licensing primary grade reading materials has the potential to dramatically increase the availability of and access to children’s books in appropriate languages. It opens up opportunities for such materials to be continuously enhanced and more widely distributed to meet the urgent need for high quality primary grade reading instruction.

For these reasons, countries around the world, as well as international organizations, are increasingly adopting open publishing models to support OER. There are policies in place at the World Bank, UNESCO and OECD to ensure that publications and data are “openly licensed.” In June 2012, the Paris OER Declaration was issued with the singular objective of encouraging governments to embrace the use of OER and to develop strategies and policies to integrate OER into their respective education systems.<sup>20</sup> Many USAID missions around the world have encouraged their implementing partners in education to work with ministries of education to include open licenses on USAID-funded reading materials. At present, twenty-five countries

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<sup>19</sup> N. Butcher. A Basic Guide to Open Educational Resources (OER). Paris and Vancouver: UNESCO and Commonwealth of Learning (2015). See <http://unesdoc.unesco.org/images/0021/002158/215804e.pdf>.

<sup>20</sup> UNESCO. 2012 Paris OER Declaration (2012). See [http://www.unesco.org/fileadmin/MULTIMEDIA/HQ/CI/CI/pdf/Events/Paris%20OER%20Declaration\\_01.pdf](http://www.unesco.org/fileadmin/MULTIMEDIA/HQ/CI/CI/pdf/Events/Paris%20OER%20Declaration_01.pdf).

have, or are developing, OER policies while several other countries have OER policies embedded in their education sector strategic plans, such as Romania, Morocco and China.<sup>21</sup>

## V. USAID's Policy on Open Licensing

The U.S. Government (USG) strongly supports open licensing of educational resources as a means to make a significant, sustainable and socially responsible contribution to the quality of learning and teaching that children receive across the globe. The 2017 National Education Technology Plan from the United States Department of Education asserts this priority by stating: "We believe that educational opportunities should be available to all learners. Creating an open education ecosystem involves making learning materials, data and educational opportunities available without restrictions imposed by copyright laws, access barriers or exclusive proprietary systems that lack interoperability and limit the free exchange of information."<sup>22</sup>

According to USAID, there are multiple benefits of requiring open licenses on publicly funded resources, including:

- "Government increases the impact, reach and scalability of its grants,
- Government creates conditions for maximum potential value created from all resources it funds, more efficiency and better stewardship of public funds,
- Public has access to the education, research and data resources it funded,
- Innovative and entrepreneurial uses of openly licensed materials are enabled,
- Resources are available for reuse and value-add by anyone, including individual citizens, educators, scientists, public sector employees, entrepreneurs and commercial businesses."<sup>23</sup>

In line with the USG's vision, USAID recommends that publicly funded resources be freely available and openly licensed. Since 2015, the majority of USAID primary grade reading programs have required implementing partners to work towards using the Creative Commons Attribution 4.0 International License (CC BY 4.0).<sup>24</sup>

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<sup>21</sup> These countries include: *Argentina, Australia, Brazil, Canada, Colombia, France, Ghana, India, Indonesia, Kenya, Lithuania, Mauritius, Mexico, Netherlands, New Zealand, Poland, Romania, Scotland, Slovak Republic, Slovenia, South Africa, Spain, United Kingdom, United States of America, and Wales.* See A. Robledo, Concept Paper on Open Licensing for Ministries of Education in Low- and Middle-Income Countries, prepared by RTI International for the U.S. Agency for International Development, Early Grade Reading Program in Nepal, Contract No. AID-367-TO-15-00002 (2018).

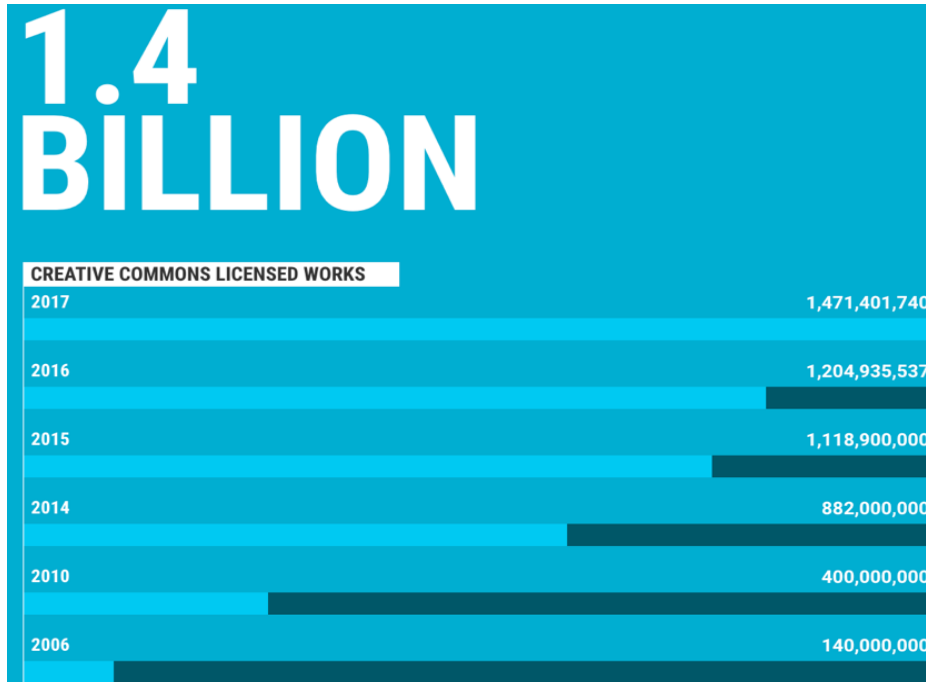
<sup>22</sup> National Technology Plan, United States Department of Education. (2017). Retrieved September 15 from <https://tech.ed.gov/netp/>.

<sup>23</sup> [https://www.usaid.gov/sites/default/files/documents/1865/NW2-CCBY-HO4-Open\\_Licensing\\_Policy\\_Rationale.pdf](https://www.usaid.gov/sites/default/files/documents/1865/NW2-CCBY-HO4-Open_Licensing_Policy_Rationale.pdf).

<sup>24</sup> Ibid.

## VI. Creative Commons and Creative Commons Licenses

Creative Commons (CC) is a non-profit organization that provides a set of freely available legal tools for open licensing. The CC licenses were developed in 2001 in response to changes in the way that content is produced and shared on the Internet and offline. CC provides a well-known suite of open licenses that have become the global standard used by governments, foundations, companies, institutions and individuals across culture, education, science and more to promote digital collaboration and innovation.



**Figure 1: The global increase in CC licenses from 2006 to 2017.**

The CC licenses are growing rapidly in number – over 1.4 billion CC licenses are in use across 9 million websites<sup>25</sup> – making it easy for anyone to use and re-use content. CC collaborates with copyright experts all around the world to ensure that the CC licenses work globally. While most Creative Commons licenses have been issued in the global north, the aspiration exists to increase their use in the global south, particularly as a means of increasing children’s access to reading materials in appropriate languages. A 2017 State of the Commons report notes that CC licenses make up 30% of resources published in the Asia-Pacific region, 16% in Latin America, 7% in the Africa region, and 6% in the Arab world. The most popular languages using CC licenses

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<sup>25</sup> Statistics are updated at <https://stateof.creativecommons.org>. These statistics are from the 2017 State of the Commons report.



are English, Spanish, Portuguese, German and French. CC open licenses are translated into 39 languages<sup>26</sup>

**Creative Commons licenses are not an alternative to copyright.** CC licenses respect and sit on top of copyright, so creators can modify copyright terms to best suit their needs. The licenses do not replace copyright. CC licenses last for the same length of term as applicable copyright and permit certain re-uses, enabling the creator to specify the conditions of re-use while ensuring that the work is credited.

USAID recommends the CC licenses because: 1) they are already the most frequently used open licenses, 2) they are easy to use and information about them is readily available on the CC website, and 3) CC increasingly provides tailored and mission-specific support to assist in selecting and applying CC licenses.

### A. Choosing a Creative Commons License

Creative Commons licenses allow copyright holders of a work to be precise about how others may, and may not, use their work. The licenses are flexible and offer creators and users of educational resources clear and legal options for defining to what extent a given written work can be reused, repurposed, or re-versioned. Therefore, when choosing a Creative Commons license, the copyright holder will need to weigh the importance of retaining control over future adaptations of the work, over commercial use of the work, and over how the work is shared as adaptations occur.

There are different options for Creative Commons licenses, which all allow or disallow varying levels of restriction. The six Creative Commons licenses available are <sup>27</sup>:



**Attribution (CC BY):** This license allows others to distribute, remix, modify and build upon work, even commercially, as long as they credit the original creation. This is the most accommodating of licenses offered. It is recommended for maximum dissemination and use of licensed materials.



**Attribution-ShareAlike (CC BY-SA):** This license lets others remix, modify and build upon work, even for commercial purposes, as long as they credit the original creator and license their new

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<sup>26</sup> CC open licenses are translated into 39 languages as of September 18, 2019. CC continuously adds new CC license translations.

<sup>27</sup> <https://creativecommons.org/licenses>

creations under the identical terms. This license is often compared to “copyleft” free and open source software license arrangements whereby software or artistic work may be used, modified and distributed freely on the condition that anything derived from it is bound by the same terms. Therefore, in CC BY-SA, all new works based on the original will carry the same license, so any derivatives will also allow commercial use.



**Attribution-NonCommercial (CC BY-NC):** This license lets others remix, modify and build upon the work non-commercially. Although the new works must also acknowledge the original creator and be non-commercial, the derivative works do not have to be licensed on the same terms.



**Attribution-NonCommercial-ShareAlike (CC BY-NC-SA):** This license lets others remix, modify and build upon the work non-commercially, as long as they credit the original creator and license their new creations under the identical terms.



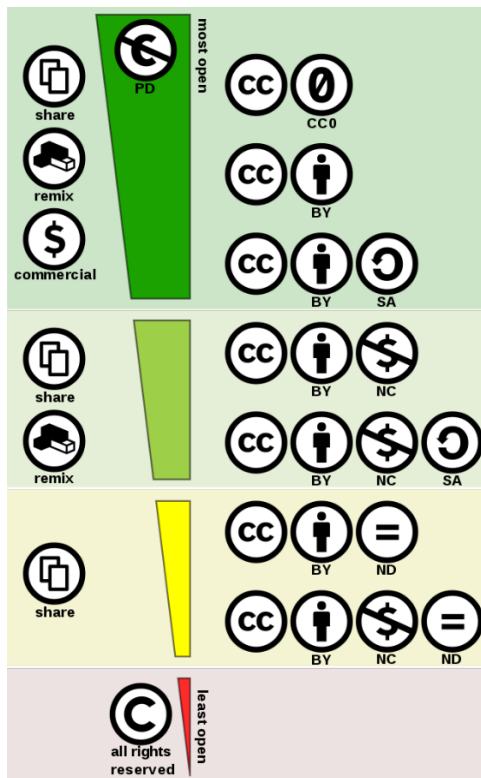
**Attribution-NoDerivs (CC BY-ND):** This license allows for redistribution, commercial and non-commercial, as long as the work is passed along without having been adapted, with credit to the original creator.



**Attribution-NonCommercial-NoDerivs (CC BY-NC-ND):** This license is the most restrictive of the six CC licenses, only allowing others to download the works and share them with others as long as they credit the original creator. Users cannot create adaptations or use them commercially.

Of the CC licenses, USAID encourages use of the CC BY or the CC BY-SA licenses whenever possible. This recommendation is based on a desire to encourage the creation of educational materials that are used as widely available as possible. This in turn enables the greatest possibility for creative reuse, remixing, and other forms of adaptation. According to Cable Green, Director of Open Education at Creative Commons, four of the CC licenses -- CC BY, CC BY-SA, CC BY-NC, and CC BY-NC-SA -- are “OER compatible.” All four of these licenses offer the opportunity to use, adapt, remix, and redistribute an educational resource. In other words, these licenses meet the requirements of the 5Rs from page 6.

The graphic that follows details the degrees of freedom associated with CC licenses.<sup>28</sup>



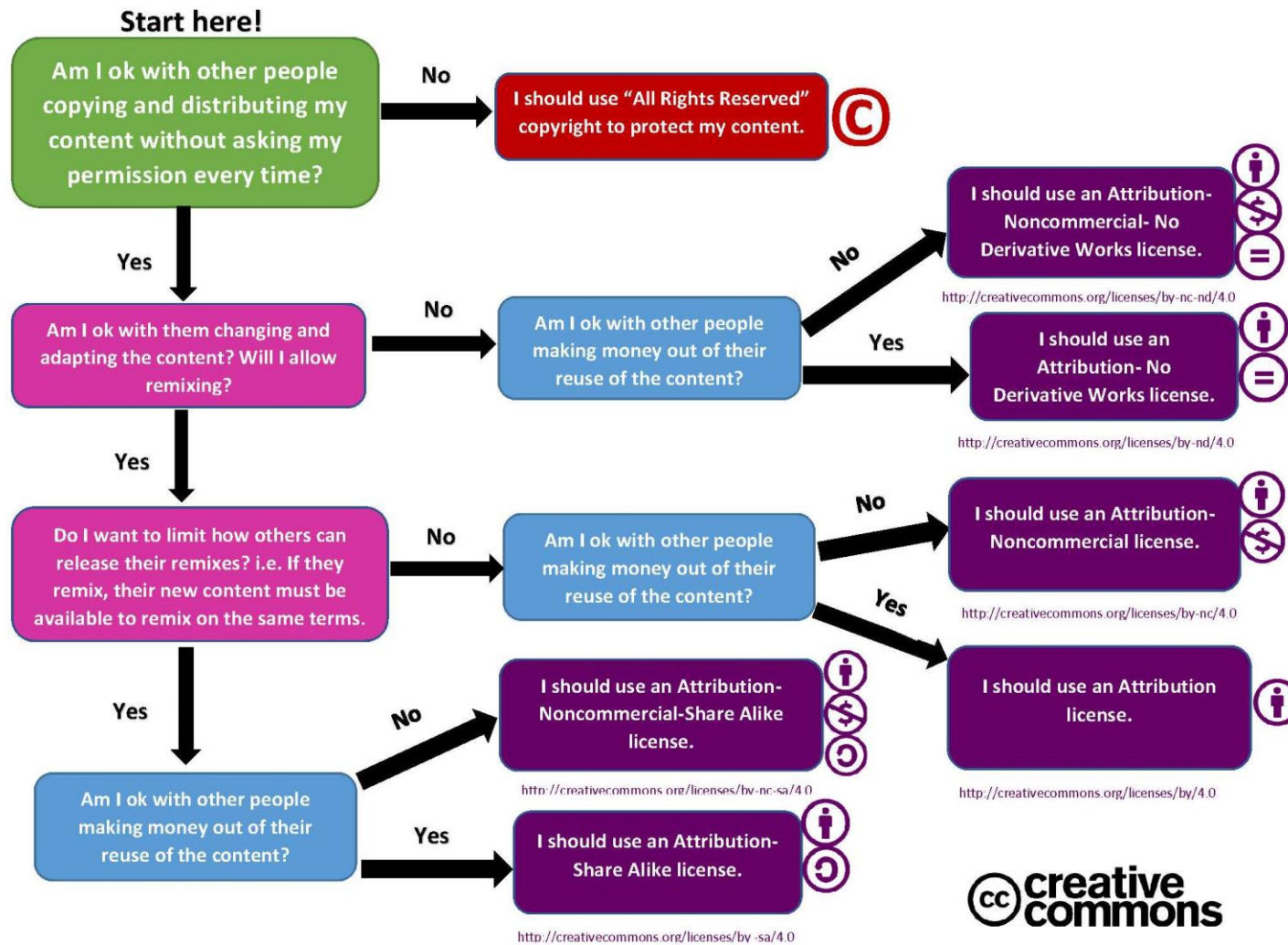
Implementers of reading programs and government counterparts should work together to agree on the appropriate license to use for specific program-related teaching and learning materials. The **decision tree provided on the next page** is designed to help creators select the most appropriate CC license based on their preferences about sharing, allowing users to remix the material, and commercial use.<sup>29</sup>

**BEFORE choosing an open license, program implementers should refer to Section VII, which offers important tips on how to dialogue with different stakeholders on the issue. The decision tree can support this dialogue.**

<sup>28</sup> Creative commons license spectrum on Wikimedia Commons, CC BY 4.0. Retrieved from: [https://commons.wikimedia.org/wiki/File:Creative\\_commons\\_license\\_spectrum.svg](https://commons.wikimedia.org/wiki/File:Creative_commons_license_spectrum.svg)

<sup>29</sup> This decision tree can also be printed from: <http://creativecommons.org.au/content/licensing-flowchart.pdf>.

Figure 2: Decision Tree for Choosing Creative Commons Licenses



## B. Marking Work with a Creative Commons License

After selecting the most appropriate CC license for a work, it is important to communicate this information appropriately to future users. Marking work with a CC license will depend on the medium of the materials. Content creators can obtain suggested text using the CC license chooser<sup>30</sup> and then follow the instructions to include the appropriate HTML code in a web page or other tools that allow embed code. The chooser screen appears as at right.

The code will automatically generate a license button and a statement that the material is licensed under the selected CC license. The HTML code will also include metadata, which allows the material to be discovered via Creative Commons-enabled search. If only part of the work is being licensed (for example, if an EGR program has created a reader under a CC license but is using it as a poem under a different license), be sure to clearly mark which parts are under the CC license and which parts are not.

For documents that are meant to be shared offline, one should use a title and/or copyright page to include the copyright notice and CC license information. After identifying the intended license to apply to the work, one can either: (a) mark your work with a statement such as, "This work is licensed under the Creative Commons [insert description] License. To view a copy of the license, visit [insert URL]"; or (b) insert the applicable license buttons with the same

### 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


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### Selected License

Attribution 4.0 International

This is a Free Culture License!




---

### Help others attribute you!

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

---

### Have a web page?



This work is licensed under a [Creative Commons Attribution 4.0 International License](https://creativecommons.org/licenses/by/4.0/).

Copy this code to let your visitors know!

```
<a rel="license"
href="http://creativecommons.org/licenses/by/
4.0/"><img alt="Creative Commons License"
style="border-width:0"
src="https://i.creativecommons.org/l/by/4.0/88
```

Normal Icon  Compact Icon

<sup>30</sup> See <https://creativecommons.org/choose/>.

statement and URL link. It is a best practice to provide the following information in a marking/attribution statement: Title, Author, Source, License.

Marking work with a CC license does not require previous registration, but only the copyright holder can apply a CC license. To apply a CC license, all the copyright holder must do is to include a notice in the original work—usually, in the copyright notice—indicating the type of license. The text of the license should include the link to the Creative Commons license that discloses the full legal text of the license, as well as the logo for the license.<sup>31</sup> The logo can be downloaded for free from the Creative Commons website.<sup>32</sup>

Best practices for marking your work with a CC license can be found at:

<https://wiki.creativecommons.org/wiki/marking>

Once the license has been granted, it cannot be revoked. The CC license is perpetual and is in effect as long as the work is protected by copyright. All CC licenses terminate when a licensee breaks their terms, but under 4.0, a licensee’s rights are reinstated automatically if she corrects a breach within 30 days of discovering it.<sup>33</sup> The copyright holder can, on a case by case basis, waive some terms of the CC license or enter a separate agreement with a specific licensee. However, if you make a change to the text of any CC license, you may no longer refer to it as a Creative Commons or CC license, and you must not use any CC trademarks (including the Creative Commons name) or branding in connection with the license.<sup>34</sup> Furthermore, while a licensor can offer separate terms and conditions to other parties, the licensor cannot do so in a way that would neutralize the terms of the CC license.

Examples of copyright notice texts for each of the CC licenses are provided in Annexes B through G. See ([“https://www.r4d.org/wp-content/uploads/R4D-IEP\\_GBF\\_Full-Report\\_web.pdf,”](https://www.r4d.org/wp-content/uploads/R4D-IEP_GBF_Full-Report_web.pdf) n.d.) for more best practices on how to: (a) mark your work with a CC license and (b) provide attribution for others’ works.

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<sup>31</sup> For example, if a work was licensed CC BY-SA 4.0, one would link to: <https://creativecommons.org/licenses/by-sa/4.0/>.

<sup>32</sup> <https://creativecommons.org/about/downloads>

<sup>33</sup> <https://creativecommons.org/version4/>

<sup>34</sup> [https://wiki.creativecommons.org/wiki/Modifying\\_the\\_CC\\_licenses](https://wiki.creativecommons.org/wiki/Modifying_the_CC_licenses)

## VII. Engaging Stakeholders on Open Licensing Issues

The use of OER in developing countries is still at a nascent stage. Differences in ideology about licensing among stakeholders can prove challenging, with government officials often expressing understandable desires to control the circulation of educational resources and with NGO staff and civil society often advocating for the use of open licensing in order to increase access to knowledge. Additionally, publishing sector stakeholders frequently have a natural reluctance to support open licensing of reading materials, as their financial livelihoods are often built on an All Rights Reserved licensing model.

To support the use of CC licenses, and to create an environment in which all stakeholders share educational resources freely, staff of USAID, the organizations it funds, key personnel from host country governments and individuals working within the publishing sector all need to be familiar with them. At the country level, there is often a lack of understanding of the legal and technical aspects of OER, and education stakeholders would benefit from clear discussions of the issues surrounding open licensing of curricular literacy materials. This section provides guidance on how to build stakeholders' understanding of CC licenses.

Differences among licensing policies for curriculum materials can create confusion and cause a government, publishers, authors and illustrators to be resistant to the idea of using the CC licenses. There are often common areas of concern for some education officials that revolve around the potential risks of openly licensing curricular materials. USAID, its partners, other sponsoring agencies, and other local stakeholders can use the ideas that follow to engage in a dialogue that may help address these concerns. Figure 3 notes benefits that can be communicated about open licenses.

While stakeholders may in principle agree on the benefits noted in Figure 3, a common concern expressed among stakeholders is *control* of open licensed materials in their environment. It is important that discussions about curricular materials begin with government education institutions. The subsequent sections address the most prevalent issues encountered when engaging with or within governments and other education stakeholders on open licensing of primary grade reading materials, as well as informed rationale to support those discussions.

### **Figure 3. Benefits of CC Licenses on EGR Curriculum Materials: Key Messages for National Governments**

#### **Increase learning opportunities for children**

Students have free access to textbooks and readers on any web-enabled device or in print-ready options to support class or home learning.

#### **Improve classroom instruction**

Teachers have regular access to textbooks and supplementary materials even when the hard copies are not available.

#### **Improve productivity of public spending**

Open licensing can facilitate more productive use of public funds targeted to *expand* availability of reading materials in appropriate languages. Costs can be saved when edits to existing books need to be made due to errors or curriculum revisions. Popular titles in the global marketplace can also more easily be adapted for use locally. While openly licensed materials can be adapted or translated, preventing the need to commission new books, *it is important to consider that this may alter the learning material's original developmental purpose and the meaning/message/essence of language used in the original material.*

#### **Communicate the proper use of materials**

Creative Commons licenses clarify the legal use of books by providing custom terms of service specifying how the government materials can be used. The licenses contain vetted, legally robust standard copyright terms and conditions.

#### **Promote literacy at all ages**

Access to reading materials will no longer be limited only to those enrolled in formal education. Out-of-school youth and adults can also benefit from the open access to the literacy supportive materials.



## A. Dialoguing with Government Education Institutions

When it comes to open licensing the curricular materials produced by stakeholders, government authorities express two major concerns. Discussion of these concerns should *precede* production of materials, particularly where stakeholders are attempting to comply to USAID’s policy.

CONCERNS	CONSIDERATIONS
<p><i>Third parties will reproduce and/or modify materials intended for the public schools in order to sell them for profit, without the explicit permission of the Ministry.</i> This concern is nearly universal among National Education Authorities, who wish to maintain strict oversight of curricular materials used in schools. It is possible that materials approved by the Ministry could be adapted under a CC license in a way that does not meet the standard of quality required by the Ministry.</p>	<p>It is important to emphasize that Creative Commons licenses allow the copyright holder to retain exclusivity to some or almost all the rights to the original work. Thus, if a National Education Authority is concerned about the ramifications of allowing third parties to exploit the work commercially, it can use one of the Non-Commercial licenses. If an MOE is concerned about the ramifications of allowing third parties to modify the original work, it can use one of the No Derivatives licenses. The publisher can also make clear in the copyright notice that if the work is adapted, those changes are not endorsed by or express the opinion of the publisher.</p>
<p><i>Piracy or theft of intellectual property remains common.</i> In some countries, a common concern is respect for copyright regimes or recourse available against those who ignore them. With openly licensed materials, educational content becomes more easily discoverable. Some may use the content in ways that are not acceptable to the original author, either intentionally or through lack of understanding of the licensing terms and conditions of use. Unfortunately, in many contexts, this can also occur even when materials are marked ‘All Rights Reserved.’</p>	<p>Reports on open licensing initiatives do not indicate that open licensing increases piracy or theft. Indeed, the incidence of intellectual property theft may be reduced under open licenses, owing to the fact that the sharing of digital content is legalized, so there is less need for piracy to reuse and share the content. Thus, for many content creators, open licenses have become a tool for enabling this legal sharing while retaining some of the protections offered under copyright. <b><i>For more resources, see textbox at the end of this section on addressing piracy or unauthorized use.</i></b></p>

**Options currently underutilized by host country governments for maintaining authority over the ways in which openly licensed materials circulate in their education systems are: enforcing rules about attribution, requiring explanations of modifications, and, in extreme circumstances, waiving attribution.**<sup>35</sup> Each is briefly described below:

**Enforcing rules about attribution:** It is important to mention that the non-endorsement clause in all CC licenses means that government approval of the original work does not extend to the derivatives. In addition, an open license does not override any mechanism in place for government approval of materials prior to distribution of materials in government schools. Any third party seeking to adapt openly licensed materials for distribution in government schools must still follow national curricular guidelines and procedures.

**Requiring explanations of modifications:** According to CC licenses, any third-party adapting content originally developed by a national education authority must indicate if modifications were made in the attribution statement about the work. For example:

*This is an adaptation of an original work developed by the [National Education Authority] and licensed under the Creative Commons Attribution 4.0 International License. Chapter 2: Microbiology Ecosystems was modified to include local examples of flora and fauna.*

Although third parties are not obligated to use this exact language, they must nonetheless attribute the original work to the copyright holder (in this case the National Education Authority) and mark the work as an adaptation. In these cases, the attribution language, along with a comparison of the original and adapted texts, would demonstrate that the National Education Authority did not originally create the offensive content.

Also, in the case of original works that include National Education Authority branding, the CC license applies only to the content; it does not apply to the Ministry brand or logo, both of which are protected by Trademark, not Copyright, Law. The copyright holder can add language to the copyright notice to make this exclusion explicit; for example:

*The text and illustrations in this document are licensed by the [National Education Authority] under the Creative Commons 4.0 Attribution International License. The [National Education Authority] name and logo are trademarked and are for the exclusive use of the [National Education Authority]. Unauthorized reproduction of the [National Education Authority] name and logo will constitute a prosecutable offense.*

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<sup>35</sup> For sample cases related to concerns expressed above, please see N. Butcher, L. Levey, and K. von Gogh, *Good Stories Don't Grow on Trees: A Guide to effective costing of storybooks in the Global South* at <http://www.earlyliteracynetwork.org/content/good-stories-dont-grow-trees-guide-effective-costing-storybooks-global-south>.



**Waiving attribution:** If the government is still concerned about being linked to offensive content, Creative Commons licenses also offer the copyright holder the option of waiving attribution for that specific adaptation.

The government could ask the user of the license responsible for the offensive content to remove the National Education Authority credits from the adaptation. The user will then be obligated to remove the attribution if reasonable to do so, or they will be in breach of the license.<sup>36</sup> If they fail to do so, the National Education Authority could pursue legal action and sue under Copyright law, due to the fact that the CC licenses sit on top of and are backed by the full force of Copyright Law. Furthermore, the legal code for all CC licenses includes a “no endorsement” clause. Users of CC licensed works may not imply any sponsorship, endorsement, or connection with the licensor or attribution party without their permission. Wrongfully implying that a creator, publisher or anyone else endorses you or your use of a work may be unlawful. Creative Commons makes the obligation not to imply endorsement explicit in its licenses.<sup>37</sup>

**Addressing piracy or unauthorized use:** As CC licenses are not an alternative copyright, countries should continue to bolster their copyright protection system while encouraging the local legal system to become familiar with Creative Commons. A lot of the public conversation about copyright focuses on “unauthorized” use or copying of creative works. People apply the word unauthorized to imply that the use is also illegal. Under fair use, fair dealing, and other provisions, many uses are simultaneously legal and unauthorized. Creative Commons can refer stakeholders to legal experts and other resources on this issue.

*Figure 5 on page 28 refers readers to a global Creative Commons Network which could be tapped for legal assistance. To further read about this issue, see:*

[www.creativecommons.org/get-cc-savvy/copyright-creativecommons-are-friends/](http://www.creativecommons.org/get-cc-savvy/copyright-creativecommons-are-friends/).

Creative Commons has developed illustrative language to address the concerns discussed above via copyright notices to accompany other information about licenses, which can be found in Annexes B through F, while Annex G provides a sample copyright notice for works with different licensing terms. Stakeholders may also wish to start discussions with Annex A, a sample Consent and Release form which can be used with authors of materials which would be openly licensed. *It is important that the sample Consent and Release form be adjusted for the*

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<sup>36</sup> Collins, E., Milloy, C., & Stone, G. *Guide to Creative Commons for Humanities and Social Science Monograph Authors*. United Kingdom: OAPEN-UK (2011). Retrieved from <http://oapen-uk.jiscebooks.org/files/2011/01/CC-Guide-for-HSS-Monograph-Authors-CC-BY.pdf>.

<sup>37</sup> Creative Commons FAQs: <https://creativecommons.org/faq/#do-i-need-to-be-aware-of-anything-else-when-providing-attribution>.

*context, as required; the final language of these forms may change as negotiations are made with authors.*

The two case studies from South Africa that follow highlight examples of a successful approach used with government entities in navigating the issues mentioned above. It is useful to note in the first case the spending benefits which are being derived from the decision of how to package the materials and to openly license them.<sup>38 39</sup>

### ***Two South African Case Studies: Selecting an Open License Which Ensures Continued Control and Quality for Local Schools***

Curricular materials which are government-approved might retain a Non-Derivative license to avoid running the risk of having someone who is not qualified adapt their literacy materials.

**Molteno Institute for Language and Literacy**, based in South Africa, has allowed a donor to compile its storybooks into an anthology per grade for South Africa's Eastern Cape Department of Education to supply books to Grade 1-3 learners under a CC BY-NC-ND license. By eliminating licensing fees, combining stories into one book with one cover, and printing in large print runs of more than 100,000 per anthology, the government was also able to reduce the cost per anthology.

**Siyavula** is a social enterprise with the aim of making openly licensed content available for all grades and subjects within South Africa. Its mathematics and science subject textbooks from grades 4-12 were released under a CC BY license to facilitate wide access globally by teachers and students to the content, but a government-approved version of the textbook is marked with a CC BY-ND license to address concerns about altered curriculum materials.

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<sup>38</sup> For more information on Molteno, see: [www.molteno.co.za](http://www.molteno.co.za), and blogs at <https://www.businesslive.co.za/bd/opinion/2019-04-29-eastern-cape-pioneers-book-printing-and-distribution-scheme-to-pupils/> and <https://nicspaul.com/2019/04/>.

<sup>39</sup> For more information on Siyavula, see [www.siyavula.com](http://www.siyavula.com) or N. Butcher, L. Levey, and K. von Gogh, *Open Licensing Made Plain: A Primer on Concepts, Challenges, and Opportunities for African Publishers*, Early Literacy Resource Network (2018).

## B. Dialoguing with Authors, Illustrators and Publishers

The following section outlines issues and strategies for engaging content creators, particularly authors, illustrators, and publishers, to develop openly licensed educational materials. A comprehensive resource on the topic, *Open Licensing Made Plain: A Primer on Concepts, Challenges and Opportunities for African Publishers* by Neil Butcher, Lisbeth Levy and Kirsty von Gogh,<sup>40</sup> highlights some of the concerns content creators have regarding openly licensing primary grade reading materials.

At the heart of the debate is the financial risk that openly licensing materials could present to content creators. The primer explains, “Openly licensed resources are ‘free’ to access, but there can be significant user, creation, adaptation, and production costs. The long-term sustainability of African publishing in local languages requires that these costs be met fairly and completely, using models that will encourage people to establish, grow and sustain excellent content creation organizations. This research will assist content producers to make informed arguments to funders (governments or donors) about the costs associated with open licensing to ensure long-term sustainability of the publishing industry...”<sup>41</sup>

Through open business models, OER *can be* compatible with the business of commercial publishing. At present, there are models emerging in which openly licensed content can still provide profitable revenue streams for content creators. For example, some publishers charge a one-time fee for services such as content production and translation; others offer value-added services, such as teacher training on the materials, to generate revenue. *Made with Creative Commons* is a recent publication on open licensing business models and includes the ways the creators, organizations and businesses bring in revenue through openly licensed materials, with evidence that some of these innovative approaches have proven financially successful.<sup>42</sup> To future-proof their industry,

### From a Traditional to Open License Business Model

**Paul Stacey**, now with the Open Education Consortium, described the issue content creators face: “*Traditional business models start with exclusivity, denying access to a good until money is paid. There is no impact without first a financial transaction. Open business models start with inclusivity, participation and universal access. Impact is enabled up front and revenue generation follows.*”

From P. Stacey. What is an Open Business Model and How Can You Generate Revenue? (2016). Retrieved July 15, 2018 from <https://medium.com/made-with-creative-commons/what-is-an-open-business-model-and-how-can-you-generate-revenue-5854d2659b15>

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<sup>40</sup> <http://www.earlyliteracynetwork.org/content/open-licensing-made-plain-primer-concepts-challenges-and-opportunities-publishers>

<sup>41</sup> Ibid.

<sup>42</sup> P. Stacey and S. Hinchliff Pearson. *Made with Creative Commons*. Retrieved November 20, 2018 from <https://creativecommons.org/use-remix/made-with-cc>.

some publishers and authors are exploring more open business models. David Waweru, from World Alive Publishers in Kenya, in speaking to the role of publishers in OER, remarked, *“The challenge is to innovate viable business models that make it possible for creators and owners of content to generate revenue while still licensing their content for free.”*<sup>43</sup>

Successful engagement with the publishing sector on OER will require implementers to plan for business models that make openly licensed content financially sustainable and worthwhile. Below is information relevant to the key concerns of the publishing sector.

## **1. Helping Commercial Authors and Illustrators Generate Revenue**

In a traditional publishing model, authors and illustrators typically receive payment through royalties based on sales of the work. Authors and illustrators may retain copyright to their work unless they enter into a contract that assigns copyrights to another party, which is typically the publisher. In negotiations with publishers, governments or organizations who wish to produce content under an open license, authors and illustrators should receive fair compensation for their efforts in lieu of the opportunity to earn royalties. Authors and illustrators can also be compensated with a flat fee for the work produced in order to not forfeit income. Organizations such as Room to Read have employed the above strategy under the REACH project in South Africa. In this model, publishers were commissioned to develop stories at a flat fee (to authors) that the project eventually issued under a CC BY license. The publishers’ logos appear on the book despite the fact that they don’t hold copyright. All publishers also have access to all the books from the project and are able to print, for profit, a book created by another party with an open license.

Depending on the type of material developed, authors may be able to retain copyright of their work. For example, if developing a collection of readers, individual stories from authors can be attributed to the author or the copyright owner, while the collection’s license is held by the issuer. In these cases of remixing content, citations should indicate the original work, the copyright holder, and the licensing terms under which the work was reproduced. In this model, each individual contributor licenses their work under CC BY so the copyrights to all the pieces (story, art, editing, design) sit with those individuals, while the whole collection is fully open licensed. Organizations such as RTI International<sup>44</sup> have employed this strategy in various contexts, and have provided a template of the contract used with authors in Annex B.

It is useful to highlight to authors the potential longer-term benefits of having work widely distributed through a primary grade reading project. For example, when their stories or books

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<sup>43</sup> Personal communication to Lisbeth Levey from David Waweru, July 19, 2018, quoted in <http://www.earlyliteracynetwork.org/content/open-licensing-made-plain-primer-concepts-challenges-and-opportunities-publishers>.

<sup>44</sup> [www.rti.org](http://www.rti.org)

are published in a government or NGO text, it increases the visibility of their work and builds the name recognition, particularly for newer authors.

For example, as of July 2018, one book on the StoryWeaver platform, *It's All the Cat's Fault!*, which was written in India, has been read over 30,000 times and translated into 57 languages, including several African languages.<sup>45</sup> Open licensing can therefore make sense for content creators wanting to increase the visibility and discoverability of their work. There is the possibility that this may lead to profitable opportunities later down the road, such as better contracts with publishers, increased sales of other texts or paid speaking engagements.

The case study below illustrates one example of how a budding new author used a CC license to springboard his writing career.

#### ***Case Study: Leveraging CC licenses to increase visibility of written work***

A popular example of how open licensing can benefit creators economically is the strategy employed by writer **Cory Doctorow** when publishing his first novel, *Down and Out in the Magic Kingdom*. To increase publicity for his book, Doctorow simultaneously published a commercial version in print as well as a free download via a Creative Commons license. In less than a month, more than 70,000 copies of his book were downloaded, yet it did not negatively affect sales of the hard copy. The book was subsequently ranked number 19 on the Amazon Science Fiction bestseller list. For Doctorow, offering his novel freely on the internet acted more as a means of advertising, as many more people were exposed to his book than may have been otherwise. The author created revenue by selling physical copies of the book, as well as taking on paid speaking engagements.

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<sup>45</sup> <https://storyweaver.org.in/stories/1281-it-s-all-the-cat-s-fault>

## 2. Helping Commercial Publishers Generate Revenue from Openly Licensed Materials

The fact that open licensing is a relatively new domain means that there are still not well-established guidelines and best practices for working with the for-profit publishing sector. Approaches currently being operationalized by diverse stakeholders vary depending on the program objectives, activities and resources. Stakeholders are using the following two business models to ensure publishers are fairly remunerated.

### Figure 4: Open License Business Models

**WORKS FOR COMMISSION.** This model generally entails the commissioning or adaptation of content by the government or another organization. The publishers are paid a once-off amount for content development, production, adaptation, and/or translation services, with the agreement that the copyright remains with the government or institution, who can then legally openly license the materials. If financial remuneration is appropriate to cover costs, publishers may be willing to be engage in this manner. Organizations with experience employing this strategy include Room to Read, including through their USAID-funded REACH project in South Africa.

**ADVANCE-MARKET COMMITMENT.** With this model, the project works with publishers to create materials under the agreement that the books will be under a CC BY license and the copyright remains with USAID. In turn, the project uses an “*advance-market commitment*” to guarantee the purchase of a particular number of hard copies of the titles to ensure that publishers are able to make a reasonable profit margin. Under CC BY licenses, publishers would also be allowed to sell additional copies of the book in the future, potentially leveraging an additional benefit. Save the Children has experience using advance-market commitments to incentivize publishers to develop local language reading materials and to stimulate the supply chain via the promise of a guaranteed, bulk purchase of books that meet the organization’s quality standards. Save the Children has used this model for its primary grade reading programs in Rwanda. For more information, see *Engaging the Private Sector Towards an Improved Literate Environment: A Learning Paper on Book Development in Rwanda*, Sofia Cozzolino. Save the Children, 2018.



An open license business model can also be extended to stimulate the development of new openly licensed materials or leveraged to market other products, as has been done by Pratham Books in India and Siyavula (see Section VIIA) in South Africa.<sup>46</sup>

### ***Case Study: Boosting Publisher Sales Through Open Licensing***

**Pratham Books** in India receives most of its funding for content creation and running the StoryWeaver platform through donations from Indian and international foundations, non-profit and corporate organizations, and individuals. Authors and illustrators are commissioned to develop stories, which are in turn published with an open license and more easily disseminated to multiple organizations without the long negotiations required from traditional arrangements. Rather than negatively impacting sales, the open licensing model and exposure Pratham Books provides has boosted sales of openly licensed titles that are available online. In 2013, sales of print books that were openly available on Scribd outsold books that were not available on the platform by a ratio of 3 to 1.

**Siyavula**, a South African social enterprise, leveraged its openly licensed textbooks in government schools to offer related paid-for examination preparation and online practice programs that have been zero-rated on two of South Africa's major cellular networks, meaning that users do not pay for data when they use the site. Certain bank customers also receive a 50 percent discount on purchasing these materials.

Finally, publishers may wish to experiment with releasing a much-anticipated publication through an open license to increase its visibility to potential buyers. Doctorow's example in part 1 above demonstrated that providing free electronic copies of creative works is an effective marketing strategy and can lead to higher print sales.<sup>47</sup> *Made by Creative Commons* points to the benefits of authors growing an audience and developing a "brand" through CC licensed work:

*"The idea that more eyeballs equate with more success is a form of the **max strategy**, adopted by Google and other technology companies. According to Google's Eric Schmidt, the idea is simple: 'Take whatever it is you are doing and do it at the max in terms of distribution...' Because CC licensed content is free (as in cost) and can be freely copied, CC licensing makes it even more accessible and likely to spread. The fact that the name of the creator follows a CC-licensed work makes the licenses an important means to develop a reputation or, in corporate speak, a brand. The drive to associate your name*

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<sup>46</sup> N. Butcher, L. Levey, and K. von Gogh. *Good Stories Don't Grow on Trees: A Guide to effective costing of storybooks in the Global South* (pp. 18; 72-73) at <http://www.earlyliteracynetwork.org/content/good-stories-dont-grow-trees-guide-effective-costing-storybooks-global-south>.

<sup>47</sup> Facts drawn from: <https://poynder.blogspot.com/2006/04/interview-with-cory-doctorow.html>.

*with your work is not just based on commercial motivations, it is fundamental to authorship.”<sup>48</sup>*

### C. Developing an Advocacy Environment for Creative Commons

Creative Commons is available to provide guidance to stakeholders through an affiliated network of legal experts and advocates at the country level to help education stakeholders navigate the path of choosing an open license for curricular materials. [The CC Global Network](#) can also be tapped to advise in countries where such affiliates do not exist.

#### **Figure 5: Creative Commons Network Model**

If a country wishes to embrace open licensing, it will need a professional network which can support local advocacy, provide advisory support and training, and advocate to strengthen any mechanisms relevant to protecting works developed for educational purposes or private use.

Creative Commons has organized a global network of 41 CC Country Chapters, made up of open licensing, copyright, education, and other experts who can support CC licensing in their country. Projects are being launched at the country level with an expressed interest in supporting users in their own education contexts and languages. As of 2019, Creative Commons was supporting more than 482 network members in 72 countries. *For more information on developing a CC Country Chapter, refer to <https://network.creativecommons.org>.*

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<sup>48</sup> <https://creativecommons.org/wp-content/uploads/2017/04/made-with-cc.pdf>

## VIII. Guidance on the Process of Using CC Licenses

Open licensing is a relatively new approach to educational materials developed with donor financing. It is an ambitious work in progress that will likely require time for stakeholders to determine how to optimally navigate the process of making project materials freely available. Intentional efforts will be required from those involved in the process, including implementing partners, USAID mission staff, host country governments, NGOs and the publishing sector.

The following guidance outlines suggested considerations for these key stakeholders. Best practices will always depend on the specific context and circumstances, but this guidance draws on experiences and learning of how to use CC licenses to make OER openly available.

**USAID** plays an instrumental role in supporting the use of Creative Commons licenses for the primary grade reading materials which it funds. A crucial consideration for USAID is early engagement at the mission level on the question of open licensing, to ensure there is support at the highest levels of the host country government. From a portfolio management perspective, there are a number of processes to plan and operationalize.

*Advance discussions around open licensing can help inform primary reading program design. Broad agreements with government would ideally be settled before procurement of a program.*

### Prior to drafting a reading program:

- Understand the existing policies in the country that may affect issues around openly licensing educational materials, such as copyright laws or curricular policies. These national policies should be thoroughly understood and reflected in the procurement details.
- Build the capacity of mission staff to understand and communicate the rationale for and benefits of Creative Commons licenses. Creative Commons offers a certificate course that provides comprehensive information on CC licensing issues which may be appropriate for USAID personnel to build their confidence in the subject.<sup>49</sup>
- Beginning from the initial discussions with the government, ensure there is a basic grasp of the open licensing requirement and its benefits both locally and globally. Prepare materials in advance to share with relevant ministry officials explaining the basics of open licensing.
- Agree with the host country government on the ownership of copyright and the types of licenses that the developed materials will hold. Ensure there is a common understanding of how the materials will be marked, and document decisions for future reference and sharing. This includes agreeing with the education authorities on where the resources will be stored, in what format(s), and who will have access to them.

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<sup>49</sup> CC Certificate course: <https://certificates.creativecommons.org>.

### Issues that inform program design:

- By this stage, stakeholders should have engaged with the education authorities on the types of licenses materials will hold, and how and where the resources will be publicized and made accessible. Before a program design is finalized, it is important to document agreements on how to address changes and corrections in materials, and whether the funder or the Ministry of Education will house final materials. Content producers will need to ensure files are in an editable format, and stakeholders will need to consider whether an archiving policy is necessary to follow those files.
- Present options for and reach consensus on sustainable hosting platforms, including a government-hosted website for educational materials. Also explore other vibrant shared platforms such as the Global Digital Library, African Storybook Project and StoryWeaver. An important consideration for project design is identifying who is responsible for putting these resources into the appropriate format for uploading to digital platforms.
- Integrate the idea of and support for open licensing into aspects of programming throughout the life of the project.

### At project startup:

- Share information with implementing partners on the copyright, licensing, marking and online hosting decisions agreed upon with the government.
- Provide ongoing support to implementing partners as they engage in discussions with the host country government and education department stakeholders on copyright and licensing.
- Identify capacity within the mission to operationalize legal knowledge of open licensing issues. If this specialized knowledge doesn't exist within the country, remote support should be explored as an option to help understand more complex legal dynamics, as necessary.

### During the life of the project:

- Be prepared to re-engage government staff on open licensing issues when questions arise or particularly when there is turnover in key Education Department positions.
- Provide guidance to implementing partners on opportunities to share materials on U.S. government-funded platforms, such as the Global Digital Library.

### At project closeout:

- Receive the completed, openly licensed digital materials in editable file formats from the implementing partners. Be mindful of replacing previous versions with finalized government documents.
- Use communications strategies and USAID platforms to publicize the availability of the materials.

USAID's **Implementing Partners** have the responsibility to fulfill the award's requirement of Creative Commons licenses. The process of how to achieve this will vary depending on the

organization's approach, philosophy and experience in the area. It will also largely be affected by the attitudes of the host government and the key influencers in the country, which can include representatives from the publishing sector. Transparency, consistency and proper implementation of the CC open license requirement are key to securing ongoing support. From a project management perspective, there are a number of processes to plan and operationalize throughout the life of the program, including the following key points:

#### **At the proposal development stage:**

- Integrate understanding of open licensing into every phase of project design and implementation. Work plans should include realistic timelines for open content development, and budgets should reflect financial allowances to fairly remunerate content creators.
- Identify capacity within the organization to operationalize legal knowledge of open licensing issues. If the project has a lawyer on staff, enquire about their knowledge of copyright and licensing issues in country.

#### **At project start up:**

- Educate key personnel and staff at all levels to understand open licensing requirements associated with the program requirements. Staff should be able to communicate the myriad benefits of openly licensing the materials developed under the project to government stakeholders. This will prevent the spread of misinformation and contribute to a broader appreciation for the benefits of OER within the country. Implementing partners might consider having one or more staff members take the online Creative Commons Certificate<sup>50</sup> course to develop local open licensing expertise.
- Hold initial discussions with the host country government on the open licensing requirement associated with the aid and the licensing and copyright decisions previously agreed upon with USAID. If necessary, continue to support government stakeholders to understand the rationale for and benefits of Creative Commons licenses.
- Discuss with content creators how open licensing works and the associated benefits in order to identify publishers, authors or illustrators interested in collaboration. Agree on the specifics of the engagement, including issues of copyright ownership. In cases where content creators retain copyright, provide guidance (both verbally and in writing) on the terms of the licenses. See section VII for additional details on engaging with publishing sector stakeholders.

#### **During the life of the project:**

- If content creators will retain copyright, require that they complete authorization forms agreeing to the open licensing terms of the materials produced. Provide the form in relevant languages to be sure the terms can be well understood.
- During the materials development process, ensure the technical team has properly planned for editable, online and offline versions of the OER. The technical team must be

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<sup>50</sup> <https://certificates.creativecommons.org>

aware of the file format requirements for online materials. PDF versions are ideal for print-ready files but not digital materials. For many online platforms, including the GDL, there are two preferred document and file formats for the different types of e-books and content: [EPUB3](#) or [HTML5](#). If technical teams are aware of this requirement, they can source design expertise to develop both print and editable online versions of the file formats.

- Enlist project staff, including communications and technical staff, to invest efforts in disseminating information about the availability of the materials, including the platforms where they can be accessed.
- Provide metadata (LRMI<sup>51</sup>) to accompany the files to increase the searchability of the materials. Metadata usually includes key information on the materials, including titles, authors, levels (when appropriate), languages and a brief description of the content. Clear metadata makes it easier for users to find the exact educational resources they need.

#### At project closeout:

- Share finalized, editable, CC BY licensed, digital materials with identified hosting platforms as well as the USAID mission. Be mindful of version control by clearly re-circulating the finalized documents.
- Use the organization's communications teams to publicize the availability of the materials. Social media and blog posts can be effective ways of giving the materials a searchable presence online.

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<sup>51</sup><https://www.dublincore.org/specifications/lrmi/>

## IX. Conclusion

While marking work with a Creative Commons license is quite simple, ensuring that the host country government and content creators are supportive of openly licensing project materials can require significant effort. Resistance to the approach is understandable, given that the shift to open licensing may disrupt current practices for the development and distribution of reading materials. Additionally, the practice of open licensing education materials is still a relatively new phenomenon, particularly in lower- and middle-income countries. That said, several promising models are being utilized to adapt to open licensing requirements, thereby allowing materials to be shared more broadly, while still offering compensation to publishers, authors, and illustrators. While nascent, these practices offer the possibility to shape markets that better serve all learners.

**For this process to be successful, it is recommended that USAID and implementing partners' staff**, at both country and headquarters level, **understand the issues** related to copyright and licensing, as well as the rationale for using CC licenses. This will allow staff to ensure open licensing **considerations are incorporated throughout the life of the project**, beginning from the drafting of the procurement until the materials are effectively marked with CC licenses and shared freely. Additionally, **ongoing dialogue** with the government and the publishing sector on open licensing issues will contribute to greater support and buy in from both key stakeholders.

## Additional Resources

Butcher, Neil, Lisbeth Levey, and Kirsty von Gogh. *Open Licensing Made Plain: A Primer on Concepts, Challenges, and Opportunities for African Publishers*. This work is licensed under the Creative Commons Attribution 4.0 International License and can be found at [www.earlyliteracynetwork.org](http://www.earlyliteracynetwork.org).

Robledo, Ana. *Concept Paper on Open Licensing for Ministries of Education in Low- and Middle-Income Countries*. Prepared by RTI International for the U.S. Agency for International Development, Early Grade Reading Program in Nepal, Contract No. AID-367-TO-15-00002.

Butcher, Neil, Lisbeth Levey, and Kirsty von Gough. *Good Stories Don't Grow on Trees: A Guide to effective costing of storybooks in the Global South*. This work is licensed under the Creative Commons Attribution 4.0 International License and can be found at [www.earlyliteracynetwork.org](http://www.earlyliteracynetwork.org).

For information on the Creative Commons licenses, and how to start sharing your work, visit: <https://creativecommons.org/share-your-work/>.

Creative Commons Frequently Asked Questions (FAQ): <https://creativecommons.org/faq/>.

This video explains the Creative Commons licenses:

<https://www.youtube.com/watch?v=4ZvJGV6YF6Y&index=4&list=PLWZ0HETZsWsN2h70E3MFCUQD1kh59wTxt>.

For information on business models that use Creative Commons licenses, go to Paul Stacey, What is an Open Business Model and How Can You Generate Revenue? (2016, March 6). Medium.com, <https://medium.com/made-with-creative-commons/what-is-an-open-business-model-and-how-can-you-generate-revenue-5854d2659b15>.

*Made with Creative Commons* by Paul Stacey and Sarah Hinchliff Pearson: <https://creativecommons.org/use-remix/made-with-cc> (CC BY-SA 4.0).

For browsing the varieties of licenses that have been applied to open educational resources and a list of licenses conformant to the Open Knowledge Definition, go to <http://opendefinition.org/licenses/>.

The Cape Town Open Education Declaration: <https://www.capetowndeclaration.org>.



## **Annex A. Sample Author Contract Template from RTI International**

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By signing this form, I acknowledge that I have completely read and fully understand the above release and agree to be bound thereby.

Print Name: (subject or guardian of minor subject)

Signature:

Date Signed:

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## Annex G. Sample Copyright Notice of an Anthology that Remixes Works with Different Licensing Terms<sup>52</sup>

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Second edition, 2015

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<sup>52</sup> RTI International. *Nigeria Reading and Access Research Activity: Story read-aloud book* [in Hausa] (2015). Prepared for USAID under the EdData II project, Task Order No. AID-620-BC-14-00002 (RTI Task 26). Research Triangle Park, NC: RTI. Retrieved from [http://pdf.usaid.gov/pdf\\_docs/PA00KX7R.pdf](http://pdf.usaid.gov/pdf_docs/PA00KX7R.pdf).