Table of contents

Creative Commons – the basics...........................................................................................................1
The six Creative Commons licences .................................................................................................2
A step-by-step guide for attaching a CC licence to copyright-protected material.........................4
Third party material ..........................................................................................................................6
Appendix A: CC licensing FAQ’s (for licensors).............................................................................10
Appendix B: Marking specific media ..............................................................................................17
Creative Commons – the basics

Creative Commons (CC) is an internationally active non-profit organisation, headquartered in Mountain View, California, and with a network of affiliates all over the world, including South Africa. CC’s general objective is to enable sharing and reuse of creativity and knowledge through the provision of free legal tools. Thus, CC has developed six copyright-licences - known as Creative Commons licences - that copyright owners can use free of charge to facilitate sharing, reuse and remixing of their copyrighted material. Through the use of CC licences copyright owners give permission in advance for certain uses of their material while at the same time communicating that some other rights are expressly reserved.

The need for CC licensing arises from the fact that copyright protection comes into being automatically the moment a copyrightable work is created. Copyrightable works include literary works such as books, journal articles and blog posts; music; artistic works such as photographs and diagrams; movies and computer programs. Essentially, copyright law enjoins others from copying and disseminating copyright protected material. Thus, if copyright owners wish to tell the world that they don’t mind (or in fact encourage) certain forms of copying and sharing of their material they need to permit these uses by way of a licence. CC is an easy way of doing exactly that without having to draft a licence from scratch. By the same token, users of CC-licensed material can safely and freely use such material as long as they follow the terms of the CC licence chosen by the copyright owner. Creative Commons collaborates with copyright experts around the world to ensure that CC licences work globally.

All CC licences are hosted on CC’s website (www.creativecommons.org) [1] and the easiest way to choose a licence is by using the CC “Licence Chooser” on the CC website [2]. Each of the six CC licences (the “Legal Codes”) is accompanied by easy-to-understand “Commons Deeds” [3] that summarise some of the most important terms and conditions for licensors and licensees as well as “machine readable” versions of the licence, i.e., a summary of the key freedoms and obligations written into a format that software systems, search engines, and other kinds of technology can understand.

CC-licensed works should always be clearly marked as CC-licensed. They typically link (for online material) or refer (for offline material) to the Licence Deeds on the CC website as shown in the following example:

![Creative Commons Homepage](image1)
![Licence Chooser](image2)
![Legal Code / Licence](image3)
![Commons Deed](image4)

It is estimated that more than half a billion works are licensed under a CC licence, with more works being added every day. Nowadays, CC licences provide the legal backbone for crowd-sourced knowledge platforms such as Wikipedia, and they have become the de facto standard for the creation of Open Educational Resources (OERs). While CC’s vision continues to be to help others realise the Internet’s full potential for sharing and collaboration, CC licences work for both offline and online works. CC licences are irrevocable.
The six Creative Commons licences

The six standard CC licences [Table C] are a result of combining a set of several unalterable user rights and obligations (so-called “baseline rights”) [Table A] with some optional licence elements [Table B]. It is worth pointing out that all CC licences require that users of CC-licensed works must always credit the creator of the work - the so-called “by”-element:

<table>
<thead>
<tr>
<th>Table A: User rights and obligations included in all CC licences</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>User rights</strong></td>
</tr>
<tr>
<td>Users <strong>may</strong> always:</td>
</tr>
<tr>
<td>- Copy the work</td>
</tr>
<tr>
<td>- Distribute the work</td>
</tr>
<tr>
<td>- Communicate the work</td>
</tr>
<tr>
<td>- Convert verbatim copies to another format (e.g. from a CD to MP3)</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Users <strong>always must not</strong>:</td>
</tr>
<tr>
<td>- alter the terms of the licence</td>
</tr>
<tr>
<td>- use the work in any way that is prejudicial to the reputation of the creator of the work</td>
</tr>
<tr>
<td>- imply that the creator is endorsing or sponsoring you or your work</td>
</tr>
<tr>
<td>- add any technologies to the work that restrict other people from using it under the terms of the licence</td>
</tr>
</tbody>
</table>

Source: adapted from CC Australia’s “What is Creative Commons” Fact Sheet, http://creativecommons.org.au/content/What_is_CC_edu.pdf

<table>
<thead>
<tr>
<th>Table B: Optional licence elements</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Licence element symbol &amp; name</strong></td>
</tr>
<tr>
<td><img src="image" alt="NonCommercial" /></td>
</tr>
<tr>
<td><img src="image" alt="NoDerivs" /></td>
</tr>
<tr>
<td><img src="image" alt="ShareAlike" /></td>
</tr>
</tbody>
</table>
### Table C: The six CC licences

<table>
<thead>
<tr>
<th>Licence symbol</th>
<th>Meaning</th>
</tr>
</thead>
<tbody>
<tr>
<td><img src="#" alt="CC BY" /></td>
<td>This licence lets others distribute, remix and build upon a work, even commercially, as long as they credit the original creator.</td>
</tr>
<tr>
<td><img src="#" alt="CC BY-SA" /></td>
<td>This licence lets others distribute, remix and build upon the work, even for commercial purposes, as long as they credit the original creator and license any new creations based on the work under the same terms.</td>
</tr>
<tr>
<td><img src="#" alt="CC BY-NC" /></td>
<td>This licence lets others distribute, remix and build upon the work, but only if it is for non-commercial purposes and they credit the original creator.</td>
</tr>
<tr>
<td><img src="#" alt="CC BY-ND" /></td>
<td>This licence allows others to distribute the work, even for commercial purposes, as long as the work is unchanged, and the original creator is credited.</td>
</tr>
<tr>
<td><img src="#" alt="CC BY-NC-SA" /></td>
<td>This licence lets others distribute, remix and build upon the work, but only if it is for non-commercial purposes, they credit the original creator and they license their derivative works under the same terms.</td>
</tr>
<tr>
<td><img src="#" alt="CC BY-NC-ND" /></td>
<td>This licence allows others to download and share the work as long as they credit the original creator, they don’t change the material in any way and they don’t use it commercially.</td>
</tr>
</tbody>
</table>
A step-by-step guide for licensing your work under a CC licence

1. Ascertain that you own the copyright in the material you wish to publish
   - Even if you don’t own the material you may still be able to include third-party material (see next section)
   - If you are an employee you may have to get permission from your employer
   - If you are an employer, make sure that your employment contracts and organisational policies as well as your contracts with freelancers spell out that you own the copyright created by your employees and freelancers.

2. Ascertain that no exclusive licence in relation to the copyrighted material has already been granted to another party

3. Read the licence FAQ section on the Creative Commons website (partially reproduced in the Appendix to this document): [http://wiki.creativecommons.org/FAQ](http://wiki.creativecommons.org/FAQ)

4. Decide on the most appropriate CC licence for your purposes by using the CC Licence Chooser at [http://creativecommons.org/choose](http://creativecommons.org/choose)
   - By answering the simple questions in the Licence Chooser’s “Licence Features” section (see below), the licence appropriate for your circumstances is automatically generated in the “Selected Licence” section
while the Licence Chooser is self-explanatory, the following flow chart, developed by CC Australia, is helpful to identify the most appropriate CC licence:

- If you are still uncertain, consult with a knowledgable lawyer to obtain advice on the best licence for your needs

5. Decide on how you want to be attributed

- If you use the CC Licence Chooser and you fill in the information in the “Help others to attribute you!” section your information will be included in the machine-readable html code generated by the Licence Chooser

6. Attach the licence to your material

- **For online works:** When using the CC License Chooser a piece of html code is automatically being created in the Licence Chooser’s “Have a web page?” section. Include the html code in your work. The code will automatically generate a license button and a statement that your work is licensed under a CC license. The html code will also include metadata, which allows the work to be discovered via Creative Commons-enabled search engines.

- **For offline works:** Mark your work with a statement such as, "This work is licensed under the Creative Commons [insert name of the licence, e.g., ‘Attribution 3.0 South Africa’] License. To view a copy of the license, visit [insert url] or send a letter to Creative Commons, 444 Castro Street, Suite 900, Mountain View, California, 94041, USA." In addition, you may want to insert the applicable license button.

- **Multimedia works:** Marking certain works, e.g. audio files, can be tricky. You can find some advice in Appendix B and here: [http://wiki.creativecommons.org/Marking/Creators](http://wiki.creativecommons.org/Marking/Creators)

7. (If in doubt, browse the CC website – you will usually find an answer to your question. You may also consult your local Creative Commons South Africa team).
Third party material

In some instances, you may wish to include third-party material such as images, text or any other content produced by someone other than yourself into your CC-licensed work (e.g. on your website or in your book). In most cases, the rights holders' permission is required for your use of their work. However, such permission may of course be given in advance; e.g. if the third-party content is also disseminated under a CC licence.

- Make sure that you abide by any licence restrictions set by the copyright holder (regardless of whether you are dealing with an individual licence or a Creative Commons licence)
- If you use third party content in your work that is not offered under the same CC licence terms as the rest of your work some additional thinking is required:
  - You can simply mark the material differently – however, this may be a bit cumbersome for users if they intend to use the resource as a whole as they have to adhere to different licences. A common marking practice for differently marked items is as follows:
    - Your own content (in this example licensed under a CC BY-SA 4.0 licence):
      
      ![Creative Commons Attribution-ShareAlike 4.0 International License](http://creativecommons.org/licenses/by-sa/4.0)
      
    - Third-party material (in this example a photo):
      - If under another CC licence:
        "This photo is © 2014 John Doe, used under a Creative Commons Attribution-Noncommercial license: [http://creativecommons.org/licenses/by-nc/4.0/](http://creativecommons.org/licenses/by-nc/4.0)"
      - If with individual permission from the copyright owner:
        "This photo is © 2014 John Doe"
  - If you want to combine two CC-licensed works and publish the resulting work under a single CC licence you need to make sure that the CC licence used by the third party is compatible with your own CC licence. This is a bit tricky but the chart below gives an overview of what licences are compatible with each other. (Note: the graphic also mentions the Public Domain Licence (PD) which is not discussed in this guideline document). In this chart the third-party material is called the “original work”.

![Compatibility chart](chart)

On the Internet you can find several useful tools to test the compatibility of CC licences: see, for instance: [http://www.web2rights.com/OERIPRSupport/creativecommons/](http://www.web2rights.com/OERIPRSupport/creativecommons/)

- Keep a record of all third party material you use.
How to find CC licensed third-party material

It is not difficult to find CC licensed material on the Internet. This is because CC licensed material contains metadata that makes it easy for search engines to identify and locate CC licensed material. Creative Commons’ own search tool at [http://search.creativecommons.org](http://search.creativecommons.org) lets you conveniently use the searches of several major websites such as Flickr, Google and Google Images, YouTube, Wikimedia and Jamendo to find CC licensed material online. On CC Search you can specify whether you need the work for commercial purposes or to modify/adapt/build upon, and once you type in your search phrase and click on the website you wish to search the website will generate the relevant results for you.

**CC Search**

![CC Search](image)

**Search engines**

Many search engines allow you to specifically search for Creative Commons licensed material, usually in their advanced search section. The following screenshot shows Google’s Advanced Search with the search option “usage rights” at the bottom of the page.

![Google Advanced Search](image)
Websites hosting CC-licensed material

These days a great number of websites host CC licensed material and it may be easier to go directly to these websites. Well-known websites include flickr (for photos) and YouTube (for videos). On Jamendo’s website (for music), all artists select a CC license (or any other license allowing a similar distribution) when they publish their Works on the platform. Jamendo’s users are notified of the licence chosen by the artists once they select a certain song. The screenshots below show the relevant sections on Flickr, YouTube and Jamendo.

**Flickr**

![Flickr Screenshot]

**YouTube**

![YouTube Screenshot]
This guideline document can only provide but a snapshot of CC material available online. A more detailed list of organisations and projects powered with Creative Commons licences can be found here: http://wiki.creativecommons.org/Content_Curators
Appendix A: CC licensing FAQ’s (for licensors)

(Excerpt from the CC FAQ section at http://wiki.creativecommons.org/FAQ)

What things should I think about before I apply a Creative Commons license to my work?

Applying a Creative Commons license to your work is a serious decision. When you apply a CC license to your work, you give permission to anyone to use the work for the full duration of applicable copyright, absent a violation of the license.

CC has identified some things that you should consider before you apply a CC license to your work, some of which relate to your ability to apply a license at all. Here are some highlights:

- Is the work copyrightable? CC licenses do not apply to ideas, facts, or content that is otherwise not copyrightable. Different countries have different standards for what is and is not copyrightable or in the public domain.
- Do you own the work? Are you otherwise authorized to license the work under the specific CC license you are interested in using? You should not apply a license to a work that you do not own or that you are not authorized to license.
- Are you aware that CC licenses are not revocable? You are free to stop offering the work under a CC license at any time, but this will not affect the rights associated with any copies of your work already in circulation absent a breach by a particular licensee (which does not affect continual use of the work by other licensees).
- Are you a member of a collecting society? If you are, you should make sure that you are able to use CC licenses for your works.
- Always read the terms and conditions of the specific license you plan to apply to your work. Some of the ported licenses contain specific provisions that may impact your choice, such as a choice of law provision. You may also want to access the jurisdiction database to search for licenses that contain choice of law and/or other terms and conditions that you may find relevant to your license selection.

How should I decide which license to choose?

There are plenty of resources to help rightsholders choose the right CC license. If you are unsure which license best suits your needs, Creative Commons offers several other tools on their website that may help. You may also want to consult with a lawyer to obtain advice on the best license for your needs.

Should I choose an international license or a ported license?

That depends. There are several reasons why the international licenses may be preferable for a rightsholder, even if the licenses have been ported to his or her jurisdiction. For example, CC licenses all of its own content under an international license because, among other reasons, the international licenses are essentially jurisdiction-neutral while remaining effective globally. The neutral nature of the international licenses appeals to many people and organizations, particularly for use in connection with global projects that transcend political borders, a common characteristic of digital culture today.

In addition, the ported licenses for some jurisdictions have not yet been versioned to 3.0, which means licensors using those licenses do not have the benefit of the improvements made in the 3.0 license suite. Moreover, the 3.0 ShareAlike licenses are not backwards compatible, so a user cannot create adaptations of works offered under 3.0 ShareAlike licenses (like Wikipedia pages) and offer the new works under earlier
license versions. Finally, it is important to know that some of the ported licenses contain a choice of law provision, which may be undesirable for your licensing needs.

Notwithstanding these benefits, some rightsholders still choose a license ported to their local jurisdiction because there are nuances in local law that are not explicitly addressed by the international licenses. For example, in the European Union, some licensors prefer to use ported licenses because all version 3.0 EU licenses account for the European Database Directive as implemented in national laws. The international licenses do not. If the licenses have been ported to your jurisdiction and you feel that your jurisdiction’s ported licenses better account for some aspect of local legislation, then you may want to consider a ported license.

What if I change my mind?

CC licenses are not revocable. Once a work is published under a CC license, licensees may continue using the work according to the license terms for the duration of copyright protection. Notwithstanding, CC licenses do not prohibit licensors from ceasing distribution of their works at any time. Additionally, CC licenses provide a mechanism for licensors and authors to ask that others using their work remove the credit to them that is otherwise required by the license. You should think carefully before choosing a Creative Commons license.

Can I use a Creative Commons license if I am a member of a collecting society?

Creators and other rightsholders may wish to check with their collecting society before applying a CC license to their work. Many rightsholders who are members of a collecting society can waive the right to collect royalties for uses allowed under the license, but only to the extent that their societies allow.

Collecting societies in Australia, Finland, France, Germany, Luxembourg, Spain, Taiwan and The Netherlands take an assignment of rights (in France it is called a “mandate” of rights but has similar practical effect) from creators in present and future works and manage them, so that the societies effectively become the owner of these rights. Creators in these jurisdictions who belong to collecting societies may not be able to license their works under a CC license because the collecting societies own the necessary rights, not them. CC is working with several collecting societies and running pilot programs that allow creators to use CC licenses for their works in some circumstances.

If you are already a member of a collecting society and want to use CC licenses, feel free to encourage your collecting society to give you the option of Creative Commons licensing.

Can I still make money from a work I make available under a Creative Commons license?

Absolutely. One of our goals is to encourage creators and rightsholders to experiment with new ways to promote and market their work. CC’s NonCommercial (NC) licenses allow rightsholders to maximize distribution while maintaining control of the commercialization of their copyrighted works. Choose a license with the NC condition if you want to reserve the right to commercialize your work. The NC license condition only applies to users, not the owner of the work. As the rightsholder, you may still commercially exploit your work. If someone else wants to use your work commercially and you have applied an NC license to your work, they must first get your permission.

How do Creative Commons licenses affect my moral rights, if at all?

The international licenses provide that licensees “must not distort, mutilate, modify or take other derogatory action in relation to the Work which would be prejudicial to the Original Author’s honor or reputation.” This prohibits licensees from making uses that would otherwise violate authors’ moral rights
of integrity where that right exists. The attribution requirement contained in all of our licenses is intended to satisfy the moral right of attribution.

The ported versions of the licenses often contain an adjusted version of this language, in part to account for moral rights legislation in a particular jurisdiction. As a general matter, all CC licenses preserve moral rights to the extent they exist (they do not exist everywhere), but allow uses of the work in ways contemplated by the license that might otherwise violate moral rights through a limited waiver or license of the moral rights where that is possible. If you are applying a ported license to your work, you may wish to review the moral rights language in the particular license.

Can I change the license terms or conditions?

CC does not assert copyright in the texts of its licenses, so you may modify the license text as you wish. Be aware that if you change the text of any Creative Commons license, however, you must no longer call, label or describe the license a “Creative Commons” or “CC” license. Nor can you use the Creative Commons logos, buttons or other trademarks in connection with the modified license or your work.

We advise against modifying our licenses or the terms that apply to reuse, whether by altering the text itself or indirectly through other means, such as in your terms of service. A modified license very likely will not be compatible with the same CC license (unmodified) applied to other works. This would prevent licensees from using, combining or remixing content under your customized license with content under the same or compatible CC licenses.

Worse, doing so creates friction that confuses users and undermines the key benefits of public, standardized licenses. Central to our licenses is the grant of a standard set of permissions in advance, without requiring users to ask for permission or seek clarification before using the work. This encourages sharing and facilitates reuse, since everyone knows what to expect and the burden of negotiating permissions on a case by case basis is eliminated.

Keep in mind that altering terms is distinct from waiving existing conditions or granting additional permissions than those in the licenses. Licensors may always do so, and many choose to do so using the CC+ protocol to readily signal that waiver or additional permissions on the CC license deed.

Can I waive license terms or conditions?

Yes. You may choose to waive some license terms or conditions. Works licensed using CC but with additional permissions granted or conditions waived may be compatibly licensed with other works under the same license. The 3.0 licenses specifically permit this, and our CC+ protocol provides a mechanism for facilitating that grant.

Can I enter into separate agreements or understandings with users outside the scope of the license?

Yes. CC licenses are nonexclusive. Licensors always have the option of entering into different, separate arrangements for the sharing of their works in addition to applying a CC license. However, those different arrangements are not “CC” or “Creative Commons” licenses. Problems arise when licensors design those terms or arrangements to serve not as separate, alternative licensing arrangements but as supplemental terms having the effect of changing the standard terms within the CC license. Except in the limited situation where more permissions are being granted, if the additional arrangement modifies or conflicts with the CC license terms then the resulting licensing arrangement is no longer a CC licensing arrangement. In those instances, to avoid confusion by those who may mistakenly believe the work is licensed under standard CC terms, we must insist licensors not use our trademarks, names and logos in connection with their custom licensing arrangement.
What happens if I offer my work under a Creative Commons license and someone misuses my work?

A CC license terminates automatically upon a violation of its conditions. For example, if a user of a work distributed under a Creative Commons license fails to attribute the creator as required, then the user no longer has the right to continue using the work and may be liable for copyright infringement. The license terminates with respect to the user who violated the license, but it remains in effect for all other users so long as they are in compliance. If you adopt a Creative Commons license and a user violates the license conditions, you have options for addressing the situation, from contacting the person and asking them to rectify the situation to consulting a lawyer to act on your behalf.

What can I do if I offer my work under a Creative Commons license and I do not like the way someone uses my work?

Creative Commons licenses do not allow licensors to control how their works can be used except as limited by the license terms they select (i.e., NonCommercial, NoDerivatives, and ShareAlike (if modifications are allowed)). As long as users abide by the selected license conditions, licensors cannot control how the work is used. That said, CC licenses do provide several mechanisms that allow licensors and authors to choose not to be associated with their works or uses with which they disagree. First, all CC licenses prohibit using the attribution requirement to suggest that the original author or licensor endorses or supports a particular use of a work. This "No Endorsement" provision protects reputation, and its violation constitutes a violation of the license and results in automatic termination. Second, licensors may waive the attribution requirement -- choose not to be identified as the author or licensor of the work -- if they wish. Third, if a work is modified or incorporated into a collection, and the original author or licensor does not like how the work has been modified or used in the collection, CC licenses require that the person modifying the work or incorporating the work into a collection remove reference to the original author or licensor upon notice. Finally, if the selected CC license permits modifications and adaptations of the original work, then the person modifying the work must indicate that the original has been modified. This ensures that changes made to the original work -- whether or not acceptable to the original author or licensor -- are not attributed back to the licensor.

What do I do if someone tries to restrict my work with digital rights management (DRM)?

The use of DRM tools or any technical protection measures by licensees to prevent others from exercising the rights granted by the license is prohibited. All of CC’s licenses prohibit users from "impos(ing) any effective technological measures on the Work that restrict the ability of a recipient of the Work from You to exercise the rights granted to that recipient under the terms of the License." Not all encryption or access limitations are necessarily prohibited by the licenses. For example, content sent via email and encrypted with the recipient’s public key does not restrict use of the work by the recipient. Likewise, limiting recipients to a set of users (e.g., with a username and password) does not restrict use of the work by the recipients. These examples are not incompatible with the prohibition on DRM because the recipient is not prevented from exercising all rights granted by the license (including rights of further redistribution). If you become aware of someone using technical protection measures with your CC-licensed work, you may wish to contact them directly to obtain compliance or hire a lawyer to represent you.

Do I need to register with Creative Commons before I obtain a license?

No. CC offers the licenses, code and tools to the public free of charge, without obligation. CC does not require or provide any means for creators or rightsholders to register their use of a CC license, nor does CC maintain a database of works distributed under Creative Commons licenses. CC also does not require registration of the work with a national copyright agency.
How do I apply a Creative Commons license to my work?

For online works: Select the license that is appropriate for your work from the CC license chooser and then follow the instructions to include the html code in your work. The code will automatically generate a license button and a statement that your work is licensed under a CC license. The html code will also include metadata, which allows the work to be discovered via Creative Commons-enabled search engines.

For offline works: Identify which license you wish to apply to your work and 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 statement and URL link.

To clarify, the only difference between applying a CC license to an offline rather than an online work is that the offline work will not include metadata, so users will be unable to find it through the CC-enabled search engines. CC’s website offers resources on the best practices for marking works and on how to mark works on different media.

Why should I use the license chooser? What if I don’t?

Licensors are not required to use the CC license chooser or provide any information about themselves or their works when applying a CC license to their works. Doing so, however, allows licensors to take advantage of the "machine readable" layer of CC licenses. Our machine readable code enhances the discoverability of your work because that code allows software, search engines and other technologies to recognize when a work is licensed under a CC license. The code also facilitates attribution -- users of your work can click on the CC badge placed on your site and link directly to html code that they can cut and paste to provide attribution.

May I apply a Creative Commons license to a work in the public domain?

That depends. CC licenses should not be applied to works in the worldwide public domain (i.e. works that are not copyright protected). All CC license deeds state unambiguously: "Public Domain -- where the work or any of its elements is in the public domain under applicable law, that status is in no way affected by the license." In some cases, a work may be in the public domain under the copyright laws of some jurisdictions but not others. For example, U.S. government works are in the public domain under the copyright law of the United States, but may be protected by copyright laws in other jurisdictions. A CC license applied to such a work would be effective (and the license restrictions enforceable) in jurisdictions where copyright protection exists, but would not be operative if U.S. copyright law is determined to be the applicable law. A creator may also apply a Creative Commons license to an adaptation of a public domain work as long as he or she holds the copyright to the adaptation. The owner of copyright in a collection of works can apply a Creative Commons license to the collection even if it contains a work from the public domain. And publishers of databases and other works that are protected by copyright (or, in the case of databases, sui generis database rights) may use a CC license even if parts of the work or content in the database is in the public domain. However, in each of these instances, the license does not affect parts of the work that are unrestricted by copyright. If you want to dedicate your work to the public domain before the expiration of copyright or sui generis database rights, use CC’s legally robust CC0 public domain dedication. If you want to mark a work that is already in the worldwide public domain, use CC’s Public Domain Mark.

If I take a photograph of another work that is out of copyright and in the public domain, can I apply a CC license to my photo?

That depends. You can apply a CC license to your photograph if your photograph constitutes a work of original authorship, a question that varies by jurisdiction. As a general matter, your photograph must involve some creative choices, such as background setting, lighting, angle or other mark of creativity. In
practice, if your photograph is sufficiently creative to attract copyright protection, people will likely have to comply with the license conditions if they reproduce your entire photograph in verbatim form, absent some applicable exception or limitation. However, they would not have to comply with the license conditions if they reproduce only those parts of the work in the public domain. This is because your copyright in the adaptation only extends to the material you contributed, not to the underlying work.

**Can I insist on the exact placement of the attribution credit?**

No. CC licenses allow for flexibility in the way credit is provided depending on the means used by a licensee to re-distribute the work. There may be differences based on the format in which the content is re-used. All CC licenses provide that attribution is to be provided in a manner “reasonable to the medium or means” used by the licensee, and for credit to be provided in a “reasonable manner.” This flexibility facilitates compliance by licensees – minimizing the risk that overly onerous and inflexible attribution requirements are simply disregarded.

**Can I apply a Creative Commons license to software?**

We do not recommend it. Creative Commons licenses should not be used for software. We strongly encourage you to use one of the very good software licenses which are already available. We recommend considering licenses made available by the Free Software Foundation or listed at the Open Source Initiative. Unlike our licenses, which do not make mention of source or object code, these existing licenses were designed specifically for use with software. Furthermore, our licenses are not compatible with the GPL, the most frequently used free software license.

**Can I apply a Creative Commons license to data or a database?**

Yes, CC licenses can be used on anything that is restricted by copyright, including data and databases that are under copyright. Please note that in the version 3.0 ported licenses developed for jurisdictions where sui generis database rights exist, the license conditions are waived for uses that implicate only sui generis rights (as opposed to copyright), provided the licensee is otherwise in compliance with the license. For all of our 3.0 licenses (international or ported), the result is the same: if a particular use of a database implicates sui generis database rights (rights that exist independent of copyright law in the European Union and a few other countries and restrict the extraction of a substantial amount of data from databases) but not copyright law, the license conditions are not triggered by that particular use. Users in those situations do not need to provide attribution or comply with other relevant conditions such as NonCommercial, ShareAlike, or NoDerivatives where those apply. Many governments and others use CC licenses for data and databases. Creative Commons is reconsidering how sui generis database rights (and other similarly-situated rights) will be treated in licence version 4.0.

**Could I use a CC license to share my logo or trademark?**

Creative Commons does not recommend using a CC license on a logo or trademark. While a logo or trademark can be covered by copyright laws in addition to trademark laws, the special purposes of trademarks make CC licenses an unsuitable mechanism for sharing them in most cases. Generally, logos and trademarks are used to identify the origin of a product (or similar), or to indicate that it meets a specific standard or quality. Allowing anyone to reuse or modify your logo or trademark as a matter of copyright could result in your inability to limit use of your logo or trademark selectively to accomplish those purposes. Applying a CC license to your trademarks and logos could result in a loss of your trademark rights altogether.
Can I place a trademark on a work and offer the work under a CC license without also licensing or otherwise affecting rights in the trademark? If so, how?

Yes, you may offer a work for use under a Creative Commons license that includes a trademark indicating the source of the work without affecting rights in the trademark. However, applying a CC license to such a work may create an implied license to use the trademark or otherwise suggest to licensees that use is permissible. Creative Commons recommends that licensors who wish to mark works with trademarks or other branding materials give notice to licensors expressly disclaiming application of the license to those elements of the work. This can be done in the copyright notice, but could also be noted on the website where the work is published. The following is an example notice:

“The text of and illustrations in this document are licensed by Red Hat under a Creative Commons Attribution–Share Alike 3.0 Unported license ("CC-BY-SA"). . . . Red Hat, Red Hat Enterprise Linux, the Shadowman logo, JBoss, MetaMatrix, Fedora, the Infinity Logo, and RHCE are trademarks of Red Hat, Inc., registered in the United States and other countries. For guidelines on the permitted uses of the Fedora trademarks, refer to https://fedoraproject.org/wiki/Legal:Trademark_guidelines.”
## Appendix B: Marking specific media

(Adapted from ‘Best Practoces for Marking Content with CC Licences: Creators” - [http://wiki.creativecommons.org/Marking/Creators](http://wiki.creativecommons.org/Marking/Creators))

| Images | • A safe method of indicating licence choice consists of two actions:  
|        | a. When publishing the image on a website, make sure that your license choice is clearly visible, preferably indicated with one of our license icons.  
|        | b. Ensure search engines can see it also via the use of RDFa (see [http://wiki.creativecommons.org/RDFa](http://wiki.creativecommons.org/RDFa)), which you can copy and paste from the HTML code given to you by the license chooser.  
|        | • Additionally, you can ensure that the image has XMP metadata support with your name, date, and license choice (see [http://wiki.creativecommons.org/XMP](http://wiki.creativecommons.org/XMP)). |
| Audio  | • For audio files, two actions are recommended:  
|        | • When publishing the audio file on a website, make sure that your license choice is clearly visible, preferably using one of our license icons.  
|        | • Ensure search engines can find it via the use of RDFa, which you can copy and paste from the HTML code provided by the license chooser.  
|        | • Additionally, you may want to ensure that the audio file has metadata support with your name, date, and license choice.  
|        | • One easy way to do this is to upload your file to music sharing site that has enabled CC licensing.  
|        | • Alternatively, you can usually use your favorite audio player to add in the information.  
|        | • Also, if it is practical to do so (for podcasts, for instance, not song tracks), add an audio bumper to the beginning of the file to indicate your choice of license. You can find some intro bumpers here: [http://creativecommons.org/podcasting](http://creativecommons.org/podcasting). |
| Video  | • For movie formats that have the ability to include a 2-5 second copyright frame, it is advisable to use the same format as what is suggested for textual works.  
|        | • Here is a collection of stills which can be used as license bumpers:  
|        | • Official CC bumpers: [http://wiki.creativecommons.org/CC_video_bumpers](http://wiki.creativecommons.org/CC_video_bumpers)  