



**The Facilitation of the Transfer of
Learning Materials Manual, Version I**

THE COMMONWEALTH *of* LEARNING
Vancouver, British Columbia
Canada
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THE COMMONWEALTH *of* LEARNING

The Commonwealth of Learning is an international organisation established by Commonwealth governments in September 1988, following the Heads of Government Meeting held in Vancouver in 1987. It is headquartered in Vancouver and is the only Commonwealth intergovernmental organisation located outside of Britain.

The purpose of The Commonwealth of Learning, as reflected in the Memorandum of Understanding, is to create and widen access to education and to improve its quality, utilising distance education techniques and associated communications technologies to meet the particular requirements of member countries. The agency's programmes and activities aim to strengthen member countries' capacities to develop the human resources required for their economic and social advancement and are carried out in collaboration with governments, relevant agencies, universities, colleges and other educational and training establishments among whom it also seeks to promote co-operative endeavours.

The Chairman of the Board of Governors is Dr. H. Ian Macdonald and COL's President and Chief Executive Officer is Dr. G. Dhanarajan.

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The Facilitation of the Transfer of Learning Materials, Manual,
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Introduction

When the Commonwealth of Learning (COL) was established in 1989, its mandate was to increase access to learning opportunities in developing countries through the use of distance education techniques and methodologies. One of the main ideas behind the establishment of The Commonwealth of Learning was the transfer of existing distance learning materials to developing countries to thus increase opportunities for education and training there, without lengthy and expensive development processes. In view of that, COL identified one of its main functions; to achieve its mandate COL was to facilitate the transfer of learning materials from producer to user institutions.

After a few years working in the area of materials transfer, COL staff determined that although there was much expertise and experience in the transfer and use of distance learning materials from producer to user institutions, few resources were available to assist new-comers interested in pursuing materials transfer. COL staff then decided it would be very helpful if 'experts' in the area of facilitating the transfer of materials could recommend to COL how best to assist its members.

To initiate the process, COL convened a series of teleconferences in February 1996 to acquire information and feedback on issues relating to materials transfer in various parts of the Commonwealth. These teleconferences included personnel from educational institutions that were producers and users in both developed and developing countries. Together they identified major issues of concern in materials transfer.

Following from the teleconferences, COL convened a meeting of international experts. During the meeting, the experts reviewed a draft paper on the development of protocols involving materials transfer, and discussed the issues based on their own area of expertise and knowledge.

They also made a number of recommendations for COL to consider in furthering its mandate to facilitate the transfer of materials. This manual, as an aid to those just starting out in the field, is one of the results of those recommendations.

The manual is intended for both producers and users of distance education materials. Its objectives are to:

- provide information and practical advice to producers in selling and transferring materials
- provide information and practical advice to users in purchasing or acquiring materials
- facilitate the inter-institutional negotiation processes between producers and users
- identify the roles that COL may play in specific transfer and accreditation situations

The transfer of materials is facilitated by the availability of detailed course information for evaluation by potential users. In addition, it is important that guidelines and specifics relating to various issues that are addressed in this manual are made available to both potential producers and users. These issues include:

- types of transfer arrangements
- **copyright and intellectual property**
- **adaptation** and translation
- costs, pricing, and remuneration
- quality
- accreditation

The Commonwealth includes 54 countries that range from the world's poorest to its most advanced and richest, and from some of the most populated, with India at over 900 million, to some of the smallest, with Nauru at 8,000. Within this range are countless educational systems, with different funding, infrastructure, criteria, modes

of operation, and programmes of study, serving a vast array of learners. In this manual, we do not attempt to address all the issues that might be encountered between any two institutions when transferring distance education materials between them; however, we do offer guidelines and highlight potential barriers to successful implementation. It is up to each individual institution to protect its own interests and to ensure that all materials transfer activities are mutually beneficial to all parties.

Section 1

The Basics

Courses, learning materials, and their development

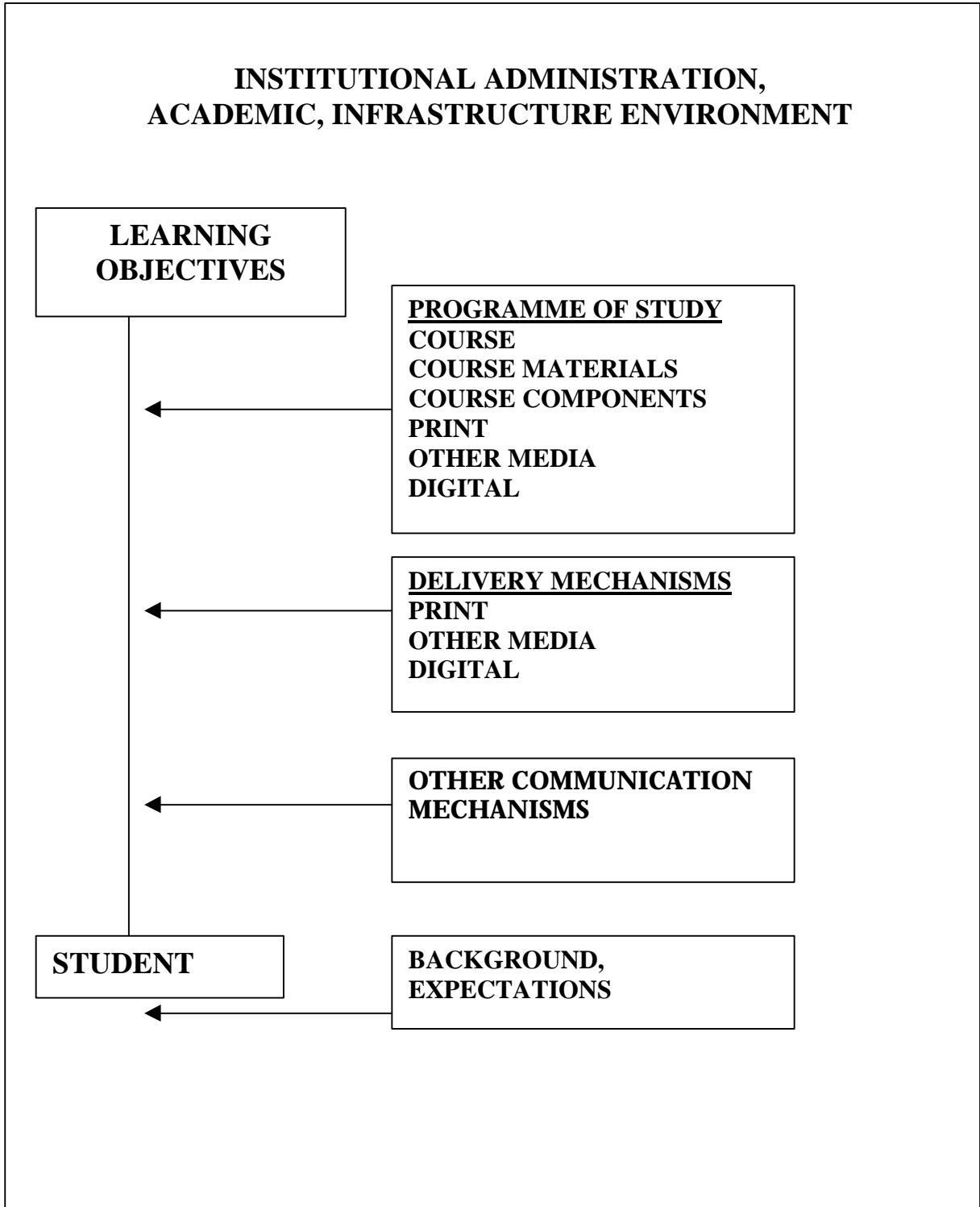
In this manual, we are primarily concerned with the transfer of printed *learning materials* from producer to user institution, although we are aware that often it is whole *courses*, rather than course components or learning materials, that users wish to acquire. With this approach, we can meet more of the many, diverse needs of users of this manual. We take a practical and pragmatic, distinctly operational approach to the transfer of materials by considering various generic issues. Each transfer situation will be unique to the parties involved, as well as to the learning and operational environments.

Courses are originally designed, produced, and presented for specific students in a particular institution or environment. They consist of physical materials and delivery mechanisms, and encompass various forms of student support designed to meet the learning objectives and expectations of both the students and the institutions. Through discussion in this manual of the transfer of printed materials only, we are deliberately restricting the scope although many of the same issues that apply to the transfer of printed materials apply when transferring other media.

See the diagram on the following page which shows how learning objectives, delivery mechanisms, the institution and the learner link together, and if we take out one component for transfer to a different environment, then we have to make compromises and compensations to ensure success.

EXTERNAL EDUCATIONAL, BUSINESS, FUNDING AND CULTURAL ENVIRONMENT

INSTITUTIONAL ADMINISTRATION, ACADEMIC, INFRASTRUCTURE ENVIRONMENT



What are the starting points for a prospective user when developing a new distance learning programme? The models for developing courses in a distance learning environment range from developing in-house courses, to purchasing or use of course materials with some in-house development, to licensing and adapting courses or materials, to purchasing or using complete courses. Levels of the producer's involvement range from none, to some academic support, to joint awarding of certificates, and even to awarding certificates themselves. This vast range has significant implications for the human resources involved in setting up and running courses and the time schedule that is possible from the initiation of a programme to its delivery to students.

As distance education continues to grow and the methodologies and techniques improve, even a brief look at current publications, information on the Internet, advice from bodies such as COL, and the recent research identifies the key areas of interest:

- funding
- institutional policies and strategies
- internal regulations
- politics and faculty support
- academic and administration set-up and management
- change in culture
- staff training for development and presentation
- costing models for development and presentation
- delivery strategies
- internal and external course and programme approval

The references list at the end of the manual and those included in the various databases cover many of these issues.

These areas must all be considered before decisions about course development can be made. In the short or long term, if the strategy is to buy and use materials from other institutions, then some of the issues that are encountered, specifically in the transfer of printed materials, are addressed. Other materials, when attempting to transfer, are likely to have the same type of issues as print; but because of their complicated nature involving copyright, delivery mechanisms, and technology implications, the challenges may prove to be insurmountable and the materials thus

inappropriate for use. However, by selecting just part of a course we may introduce further complications that will require addressing, such as, for example, in meeting the overall learning objectives. Also as an organisation grows it is likely to change its mode of course development, and will possibly become a producer as well as a user.

Some of the issues addressed here will then become important; if the basic approaches to developing, acquiring, or transferring materials have followed sound principles, then these changes should be manageable.

Generally, distance education courses are made up of a number of *course components* or learning materials and can include any number of the following:

- teaching texts
- study guides
- course guides
- readers or anthologies
- assignments, with or without accompanying tutor guide
- television broadcasts or videotapes
- radio broadcasts or audiotapes
- software or on-line information and data
- CD-ROM
- textbooks
- laboratory materials

In addition to these physical components, before considering the transfer of materials, information about the course of which the component is part is also important:

- academic level and position in a programme of study
- assumed knowledge, skills, and prerequisites
- learning objectives
- means of delivery

- any other equipment required
- student support – through tutors, means of communication, other resources, library access, seminars, and workshops
- language
- cultural and regional specificity
- assessment
- credit weighting within producer institution
- number of study hours required
- possibility of adaptation, modification, or translation
- commercial availability of any course components
- date of first production and latest revision, if any
- availability and cost of review copies
- credit transfer options
- academic support provision

As a first step, information about the course and components will give potential users a fairly good idea of whether a particular course is likely to fit their needs or is useable in a particular environment. The second step is for potential users to acquire sample copies, as without the opportunity to review, it is very difficult to decide if course components will be useful in any given context. Producers, if they wish to transfer materials, must be prepared for other institutions to preview their courses and a system should be put in place to facilitate access to all the components for this purpose. The *Learning Materials Proforma* in Appendix 1 along with the information in this manual should assist in guiding the planning and decision making processes from the perspectives of both the producer and the user. The section titles identify the major areas that need to be addressed when entering into an arrangement to transfer learning materials for use in different situations.

All the components that make up a particular course may not be available or available in the same context. A producer institution may, for example, have a policy of not releasing assignments and tutor guides to outside parties; or the broadcast

television element may only be available within a particular territory. If only the study guides are available, a user may still be able to make use of them, but additional materials will need to be located or developed, and this will have resource and scheduling implications. Users must take these considerations into account from the outset when planning courses, budgeting, and negotiating with producers.

If the materials will be used for reference only, then a transfer arrangement may not be necessary. A bulk purchase price from the producer for the appropriate number of copies might be a better, and more convenient, option. In this case, it is the producer's responsibility to ensure that this sale is permissible under the terms of ownership and copyright clearances for materials third party. Even direct sale or transfer of copies is only possible if the producer owns the original materials and copyright for any third party materials has been cleared for other parties outside of the original institution.

Delivery mechanisms

Printed materials are still the most likely means of delivering the bulk of the information to learners. Printed materials also lend themselves most easily to adaptation. However, in today's world with increasingly sophisticated use of technology, we should not ignore the various types of media, and issues related to their use.

Locally it is probably quite clear what the major delivery mechanisms are, and if radio is the means of delivery for much of an institution's courseware, then as a first instance it will look to buy, sell, or use material that has been specially designed for radio. But there are other options, for example, an audio-tape from one institution could perhaps be delivered as a radio broadcast in another country; equally, material that is on-line or on a CD-ROM could be re-presented as printed materials or discussed at a seminar. However, the copyright issues must first be carefully checked, as well as any pricing and adaptation implications.

Each country, and institution within that country, has its own infrastructure of educational resources and communication technologies that need to be harnessed to provide the best and most cost-effective ways of managing and delivering distance learning courses. This infrastructure encompasses the delivery of the learning material, the management of academic and administrative issues, and communications among the institution, the tutors, and the students themselves.

Institutional and other contacts

Aspects of the transfer of materials probably will involve different areas and levels of the respective institutions, for example:

- contracts are dealt with by the finance department or a separate company
- materials are provided by an administrative or production area or through commercial companies
- academic support and advice are provided directly by individual academics or through faculty bodies
- course content and syllabus are approved through academic boards
- delivery mechanisms and instructional design issues are approved through the education technology department
- production and supply of masters is through a publishing department
- textbooks and broadcast material are through the purchasing or media department
- payment is through the accounts department
- student details are through the registry

- copyright clearance and institution **licences** are through the library
- credit transfer is negotiated between academic boards or committees

In small institutions these functions are unlikely to be so clear-cut, and all communication might be through one or two people. In any event, these relationships need to be ascertained and the routes of communication and liaison

established. Perhaps the initial contact is through vice chancellors or faculty heads, and there may be an overall institution-to-institution contract, with specific contracts negotiated for courses and course materials, and for academic support.

Outside parties and their agents or distributors may be involved through the supply of textbooks, software, and broadcast material, for example. A producer is only able to sell material that it currently owns the rights to in any specific territory and has not divested in some way through a publishing agency, or distribution arrangement. The producer needs to know how the components and outside parties involved in course delivery are linked, and must be able to supply all relevant information to prospective users. It is pointless for a user to negotiate the licence to use a complete course, which includes a video element, if the producer has already sold the exclusive video rights in that particular territory to another buyer. In that instance, a prospective user would have to deal directly with the distributor or agent who owns the rights and can supply the video as a separate component.

Issues for consideration

The norms and legalities of international trade and business apply to the field of distance education just as any other. Many problems for both users and producers may arise from unclear ownership of material. Distance education has different rules than face-to-face tuition; making the information available to a wider student audience brings into play additional **copyright** and **intellectual property** laws and conventions.

The basic material should be original. A producer or user does not own anything that has been taken from someone or somewhere else – a table from a textbook, a poem, a case study, a photograph, or a journal article – so permission must be obtained to use it for a specified purpose, and paid for if necessary. Further, an action that is legally permissible in one country or institution may be illegal or unacceptable in other countries or situations. Further, there are likely to be geographical and other limits on copyright clearances or rights to use intellectual property. If the specified

purpose changes from an institution-wide clearance to use in another institution in a different locality, then the permission will not be valid and permission must be re-sought in this environment. The initial permission could have been sought for a wider usage in a national or internal arena, but in this case it is likely to be more expensive and conditions may apply on remuneration aspects. We look at this area more closely in Section 3 (Copyright and Intellectual Property).

Use of *textbooks* can be a factor when deciding to acquire materials that have a textbook component. Consider issues such as:

- purchase price may be too high for student purchase and the institution may not be able to afford to include it as part of the course package
- edition availability if the learning materials have been built around a textbook edition that is no longer available
- the appropriateness of the cultural, gender, and geographical content of the textbooks

There may be ways of dealing with these various issues when considering transfer arrangements, but first the user must recognise them.

This manual addresses some of the key areas and possible challenges in the transfer of materials. The manual cannot cover all eventualities, but we do try to give some idea of the types of questions that should be asked and answered. Selling or licensing distance education material should not be seen as a way for a producer to make some money by off-loading out-of-date, surplus stock, or unsuccessful course materials. Equally, a user institution cannot expect another institution to allow its material to be used, or to provide help and support in setting up or maintaining courses, without receiving some benefit.

How to use this manual

Check the *Glossary* if any terms are unfamiliar. Those marked in **bold** in the text are defined in the *Glossary*. Use the space provided to note queries and concerns for inclusion when developing institutional guidelines and checklists.

As a user

The *Learning Materials Proforma* in Appendix 1 should be used to develop a similar form that relates to how an institution delivers its own, or another institution's courses. The key issues that affect how the courses are presented should be identified. Checklists should be developed for materials review and to determine production quality based on an institution's requirements and mode of operation.

As a producer

- Identify all course details and make this information readily accessible to potential users (perhaps through a database). Set up systems and procedures for academic and administrative involvement in transfer situations, if these exist.
- Produce materials and check for quality against the four categories (production quality, format, completeness, and curriculum content quality) identified in Section 6 (Quality).
- Develop copyright proforma for third party copyright and decide on the extent of copyright clearance at the development stage. If use of materials by other national, international, or Commonwealth institutions, for example, is planned or envisaged, then the copyright clearance must reflect this. Equally, if sales, rather than some other form of remuneration is planned, then this too should be reflected in the initial clearance. However, increasing the extent will increase the cost, and resources may not be available. If the producer is not intending to sell the material, or is operating as a charity, for instance, or a not-for-profit organisation, then it may be able to negotiate better rates than a purely commercial organisation.

- Draw up policy guidelines to cover the intellectual property rights of in-house academics. They need careful scrutiny in order to adequately include print, on-line, software, and other development of materials using institutional resources. Institutional guidelines on patents and inventions may provide a basis, particularly for on-line and software materials. Alternatively, this issue may be covered by the contract of employment. Academics' concerns may not just be about financial implications but also on the control of the material and the maintenance of its integrity and authenticity. As well, identify internal allocation of any consideration or revenues received from onward transfer or use of materials.
- Draw up contract proforma for authors and others involved in course development, ensuring that intellectual property and copyright issues are clear, especially to in-house staff.
- Establish guidelines for authors on copyright, referencing, and acknowledgements.
- Establish a house style for materials in terms of content, style, appearance and systems for formatting text and graphics.
- Write basic clauses for inclusion in all contracts; these are likely to exist within the institution but would benefit from legal advice in this context.
- Draw up a range of contract proformas for users, depending on their requirements and the nature of the relationship between the institutions.
- Draw up a range of contract proformas for commercial organisations involved in selling or distributing materials.

The basics of many of these guidelines and checklists may already exist in the institution, perhaps in the publishing or library facilities, and can be used as a platform for developing specific procedures for distance learning materials. With both users and producers, the development of guidelines and checklists to facilitate the transfer of materials may require the establishment of local review and expert

groups. Detailed procedures that require institution-wide implementation will also be required. Further, all proforma contracts should benefit from legal advice.

Section 2

Transfer Arrangements

Once course components or learning materials have been identified, the process of transferring them so that they can be legally used can be complicated. Much depends on the materials themselves, the nature of the parties involved, and the context in which they are operating. Both sides must know exactly what materials are available and how they will be used. Careful evaluation of the materials, noting copyright implications, quality, suitability, and adaptability, should take place by all relevant parties within the user institution before a transfer arrangement is discussed.

This manual looks at the different types of arrangements and some points that are likely to be included in the contracts that cover them. Overall institution-to-institution contracts that may cover collaboration, policies on programmes of study, academic co-operation, and other areas are not discussed. In those cases, it is likely that a course-by-course contract for materials transfer within the guidelines of an umbrella contract would be required, and separate academic support and credit transfer agreements for each course would also be necessary.

Types of arrangements

A variety of arrangements are used for transferring materials and these depend on the materials themselves and on the particular circumstances of the parties involved. All arrangements require *contracts*. A legal contract protects both the producers and the users of the material. Through a contract, producers can control the work they own or have created; users know exactly what they can use and how they may use it. Both parties know their responsibilities and the consideration involved. The laws of contract of the particular jurisdiction govern future behaviour, and the legalese of the document details activity within a specified legal jurisdiction but also has international implications.

We can identify four simple forms of transfer arrangement. Although these are not mutually exclusive, nor do they represent the whole range of possibilities, they do give some basic guidelines. Within any particular course, a combination of arrangements might be required. For example, textbooks or videos might be provided as a direct sale of physical copies, a study unit as a direct sale of rights, and the assignments under licence for one presentation to that institution. With different media, the possibilities and difficulties increase.

- The simplest type of transfer is a *direct sale* of the learning materials as physical copies. In these types of arrangements, there is usually no additional support provided by the producer and the user can use the material how it likes within the constraints of international copyright conventions (for example, it cannot copy but its students can use the material). A contract may not be required if each party's rights, responsibilities, and remuneration are subsumed into the actual sale process. The producer, in making the material available, has already taken the responsibility for ownership and third party copyright clearance in this environment and to this user. However, if physical copies do not change hands and permission is given to copy from masters, for example, then a contract would be required to cover a designated number of copies. This then becomes a different type of arrangement, which may or may not have the same complications as a *licensing* arrangement (see below) but there is no temporary or permanent transfer of rights.
- It is possible for a producer to *sell or assign the rights* of material in perpetuity; the user could then do what they like with the materials because they now own them. A simple contractual arrangement would be required for the sale confirming assignment of the rights for some consideration. However, this is unlikely to happen, as the producer then will not own the material. Any additional support is also unlikely.
- Another simple arrangement is *permission to use*, in which an institution allows its material to be used by another in some way, without charge, and possibly under some conditions, for example, in a particular institution or territory and for a

defined period of time. This is likely to be covered by a simple agreement outlining the conditions and confirming that the producer owns the complete work. The producer may be able, under the terms of course development funding, for example, to provide the materials to users in Commonwealth countries only, or to user institutions that are publicly funded or to other members of a particular consortium.

- With *licensing* arrangements, a producer grants a licence to use the material for a specified period of time with certain obligations from the user and the producer for the duration of the contract. A licence could be exclusive in a particular country or region. The licence may permit the materials to be modified, adapted, re-formatted, or translated in some way, and it may be possible for the user to sell on rights of these new materials to others. The contract needs to indicate the restrictions to which both parties agree. However, the ownership of the rights to the original materials in all licensing arrangements remains with the producer; restricted rights are temporarily assigned to the user. Licensing arrangements are the most likely alternative for media other than print.

Drawing up the contract

A contract or agreement is a tool to clarify a relationship at its inception, and a document that sets out the terms and conditions of that relationship thus helping to avoid future conflict and possible litigation. It identifies each party's rights and obligations. The principles of contract law apply. Any contract starts by identifying the parties by their legal names and addresses. It should then state the purpose of the contract and the rights and obligations of each party and the consideration or compensation. There may be a number of general provisions that concern arbitration, applicable law, bankruptcy, etc. Discussion and negotiation of all clauses, with or without legal advice, should be carried out prior to signing. All parties should sign the document, and the signatories should be authorised officers with the name, position of the individual and the party given. Signing should also be witnessed.

As a first step, the producer is likely to draw up an agreement under its national jurisdiction with general provisions that will be standard for all contracts emanating from the institution for whatever function. They are likely to have been vetted by lawyers. The user should make sure that all appropriate clauses for the transfer of materials and their projected use are included. A number of clauses and questions that the contract should clarify are given below. Other clauses may be very detailed. The basic clauses cover precisely who, what, where, when, and how, as well as costs, benefits, and each party's responsibilities. A valid contract has three significant components:

- an offer to do something, or allow the use of something
- an acceptance of that offer
- consideration, which might be money or some other benefit, or a promise to supply goods or services.

Detailed content of agreements

A number of detailed clauses need identifying in contracts for transfer of material for use in a different environment. The agreement must clearly define copyright issues, and the rights to transfer, adapt, and reproduce. Other issues must also be considered and these are likely to concern the materials and the information included in the *Learning Materials Proforma* (Appendix 1). Our main concern here is printed matter; with other media, the same types of issues must be addressed but they are likely to be more complicated as electronic media, computer programs, audio and video recordings, for example, all have their own characteristics.

Key clauses in licensing agreements are identified below. Direct sale of copies or rights and permission to use are likely to require a much simpler agreement as many of these clauses are simply not relevant or possible.

- Clause stating exact specification of materials.

- Clause stating who may use the materials; for example, it may be that only registered distance learners of the user institution are allowed to use the materials.
- Clause stating how the materials can and cannot be used; for example, they can only be used as part of a particular programme, only with specific pre-requisites, or only as part of a student's course package but not as a standalone text that is sold to students.
- Clause stating that the use of the materials is for an agreed period of time, which should include sufficient time for a user to offer a new course. Offering a course includes a certain amount of preparatory work such as acquiring approval for use of the materials, advertising the new course, and hiring tutors. At least three years should be allowed for an agreement, and in cases where extensive adaptation is required, this period should be extended to at least five years.
- Clause stating what exactly is being sold for what price, when, and how payment will be made. The price or benefits should be realistic for both the producer and the user. See Section 5 (Costs, Pricing, and Remuneration).
- Clause stating that producers must own all copyright or have the appropriate permissions to allow use or sale in a different environment, and more specifically that of the prospective user. If they have not cleared third party material for use by others, details of all copyright clearances required and copyright holders should be supplied to the user. See Section 3 (Copyright and Intellectual Property).
- Clause stating whether the materials are updated regularly. Are updates included in the agreement? Is the user obliged to use them? What are the implications, say, of changing to a different textbook? Similarly, is the user required to update?
- Clause addressing the continued revising and updating materials may be included when an agreement extends after the producer institution discontinues the course.
- Clause addressing the timely supply of appropriate materials, masters, or disks for reproduction or adaptation. Does the user require complete printing films or

original photographs for reproduction? Can they be supplied? At whose expense?

- Clause stating whether masters for audio, video, or software will be supplied? At whose expense? In what format?
- Clause covering reproduction issues. Does the arrangement allow for reproduction or alteration on disk as well as hardcopy? Can the final printed version be to the user's, not to the producer's, specification?
- Clause stating what can and cannot be adapted. Is approval required? Is copyright retained? Is copyright shared? Are onward sales rights possible? Can the materials be translated? See Section 4 (Adaptation and Translation).
- Clause stating details of the acquisition of other learning components that do not form part of the agreement.
- Clause stating communication and contact information for all parties.
- Clause addressing academic support, provision of assessment material, or both, once or on a continuing basis, or as part of a separate agreement.
- Clause stating credit transfer or accreditation arrangements or information.
- Renewal clause, if appropriate.
- Termination clause. If the agreement involves a yearly fee for a specified, or unspecified number of years, then either party has the right to terminate with notice given by an agreed-upon notification period.
- Acknowledgements clause. A producer may request acknowledgement. If the copyright remains with the producer as a function of the agreement, then materials will need to carry an appropriate copyright notice. Copyright could be shared and the appropriate acknowledgement carried.
- Exclusivity clause. The user may want the rights for the exclusive use in its country or region, and this should be reflected in the price and in any non-performance clause.
- Clause addressing non-performance by either party. What happens if the user does not pay or provide the benefits stipulated? Or the producer does not supply the appropriate materials or information? Or the producer supplies to a neighbouring institution against the spirit if not the letter of the agreement?

- Clause stating what happens if a per capita fee is negotiated on the basis of a specific estimated enrolment and the estimate is incorrect? If the course is never presented or cancelled, what are the user's or the producer's responsibilities?

All clauses should be discussed and mutually acceptable decisions reached before signing the contract, rather than arguing about misunderstandings after the event. Remember that the wording of these agreements is very important, and that everything involved in the transfer of the material should be written into a legal contract; therefore it is necessary to be very specific about the terms. A contract is valid only between the two parties who agreed to it.

Contracts can be very simple, however, they are often written in legalese and jargon. As long as both parties understand the basic ideas of the clauses, the rest is up to lawyers to draft the clauses in precise legal terms. However, if the expertise or finance is not available, lawyers are not required in order to draft or review an agreement – common-sense language is adequate or a model agreement can be used as a basis (see Appendix 2).

Section 3

Copyright and Intellectual Property

In the transfer of materials, one of the key areas that requires clarification is copyright and intellectual property. Any transfer arrangement risks failure as the arrangement is totally dependent on clear ownership of all materials and clear indications in the agreement of what the owner of the rights is allowing the user to do.

International co-operation on copyright issues is essential for the continued sharing and transferring of materials, whether intellectual or physical. As well as legal and economic factors, moral and ethical concerns arise with copyright-related issues. These concerns are particularly important in the area of distance learning. Producing institutions view their materials as a marketable commodity, and as the world becomes more inter-dependent, copyright laws assume a more important role. As education costs rise, and learning institutions struggle with budgetary restrictions, more governments are considering distance learning as an effective alternative to conventional face-to-face instruction. The ways that these distance learning materials are developed, transferred, and used are important to both users and producers.

One of the roles of the Commonwealth of Learning is to facilitate the transfer of learning materials. COL believes copyright must be respected and that users and producers should follow proper procedures in the development and subsequent transfer of learning materials. This manual addresses some copyright issues, primarily involving print-based materials, that are relevant to both producers and users.

What is copyright?

Simply, copyright is the right to control the use of one's own work. Creators or owners of materials have the right to reproduce their material for whatever use they see fit. They can assign or sell this right to others. Copyright laws protect creators

and owners of material by making it illegal for others to use original materials without the creator's or owner's consent. However, copyright laws also protect users of material as they identify how they can use copyright material *legally*, whether this involves copying the work, performing it in public, or using it for other, for example educational, purposes.

Copyright does not protect the underlying idea or facts, but only the content and form in which they are presented. It is a protection for 'work done'. Three conditions must be met before copyright protection is granted:

- the work must be original
- the work must be 'fixed', or presented in a tangible form such as writing, film, photography, audio recording, and so on
- a 'qualified person' must create the work. A qualified person is one living in a country that is a member of the Universal Copyright Convention or the Berne Convention (see Appendix 4). These international agreements include most countries in the world. Members are guaranteed copyright protection, no matter in what country their work originated or in what country it is used. For example, the work of a Jamaican writer would be protected under Canadian copyright law if used in Canada, and the writer would be entitled to the same benefits he or she would receive in Jamaica. Under these international agreements, copyright is automatic: once someone puts it in a fixed form, they own it.

Copyright in one work may coexist in layers; for example, the author, editor, translator, publisher, and recorder may all own copyright to aspects of the work. The author may own the original copyright but the publisher, or editor, or translator may own the rights to a particular version.

Under the Berne Convention, material is still covered by copyright law and protected even if it does not carry a copyright notice. Any material should be assumed to be copyright-protected unless otherwise informed.

Why is it necessary to follow copyright laws?

Using someone else's material without their permission is illegal under most worldwide jurisdictions and can result in the perpetrator being sued for damages. Organisations must respect copyright laws as they apply to domestic and foreign environments. This ensures a balance in international business practices, and a controlled flow of information. Copyright protection provides creators of materials with financial and other incentives so that they can continue to create new material without fear of their work being stolen or misused. Original work is protected; it may be paid for directly or as a result of its onward use. Everyone is affected by copyright. Whether the process involves a writer or inventor creating original material, or a student or teacher using that material, copyright plays a role.

COL believes in respecting copyright laws, and strongly urges its associates to abide by the same principles. Respecting the work of others is essential in maintaining a balanced and regulated flow of knowledge. Copyright laws provide a measure of insurance for the continued output of original works and the creative efforts from which we all benefit. Claiming ignorance is not enough. The 'fair use' or 'educational use' aspects of particular country copyright legislation should not be pushed; 'educational use' is interpreted with most divergency among different national legislation. Many countries allow some private individual copying but not institutional. The national copyright legislation should be checked wherever the material is to be used. What can legitimately be done in a face-to-face situation is immediately changed once the material is transferred and used; copyright will almost certainly be breached.

Some copyright laws specifically address distance learning issues (for example, allowing simultaneous broadcasts of lectures on closed circuit television to remote campuses as an extension of face-to-face teaching, but not at different times to these locations or to other remote locations). And some countries allow use of copyright materials and payment through national collection agencies. Any transfer of materials in these cases needs careful scrutiny. Public access does not mean public domain; just

because material is easily available, for example, broadcast or on the Internet, it is not in the public domain. Nothing is, unless explicitly put there by the owner.

Institutions deal with the complexities of copyright in national and international jurisdictions, however, by adopting a variety of approaches and range of procedures for face-to-face and distance teaching. Regardless of the approaches, both producers and users have certain obligations that protect all parties. The following points offer general guidelines for the development and transfer of distance learning materials.

Considerations for producers

A producer of course materials needs to ensure that it *owns or has permission to use* all the material that it is delivering to its own students or is considering giving, selling or licensing to another party. A producer cannot assign or sell what it does not own unless the rights to do so have been negotiated and, if necessary, paid for. Primary areas of concern for an institution are:

- **intellectual property** and originality of the basic material
- permission to use any **third party material**.

Intellectual property and original material

A producer may develop **in-house materials** using its own staff or hire an outside writer or developer. What are the problems? Perhaps, the materials are developed by a staff lecturer who writes part of a distance learning course based on his or her lecture notes. The staff lecturer's terms of employment must be clear that anything created within or on behalf of the institution belongs to the institution, otherwise the lecturer will own the intellectual property. Perhaps an additional payment is made; then the lecturer must relinquish any rights through a separate contract. If the lecturer changes institution, then the rights of the written material stay with the institution, and the lecturer will need to recreate new materials at his or her next institution, although they could again be based on the same lecture notes. External

writers and developers are likely to write under contract and relinquish their intellectual property rights on payment of the negotiated fee. Problems are beginning to arise with the electronic transmission of material, with academics regarding the creation of specific Web sites for their material as in their ownership, and not in that of the institution. Digital forms of work must be covered in all contracts.

All authors need to ensure that their material is original and has not been plagiarised, knowingly or unknowingly, from another source. They also need to ensure they still retain ownership (perhaps they have already used part of their materials for a published textbook, and have transferred rights to the publisher – reusing the same material would be in breach of copyright). Also, all authors need protection from misuse and abuse, through the proper reference to their work so it is clear where ideas and comments come from.

Third party materials

When a course component includes material from other sources, for example, a table or a section from a textbook, maps and diagrams from published sources, play excerpts, software, poems, photographs, or articles from journals and newspapers, then permission needs to be sought from the original copyright holder or 'third party'. Generally speaking, all of these third party materials need clearing for all use, not just for resale, although in some countries and institutions, copying of articles may be allowed for education purposes or under an institution-wide (and controlled) agreement with a national collecting agency. Third party materials that could legally be used in a face-to-face situation are likely to require copyright clearance, for example, a site licence for student use of software may exist but this does not cover installation on the student's home machine in a distance learning environment. Care also needs to be exercised if a student's case study or assignment answer is used as an example, as permission is then required from the student unless students agree on registration that the rights of any material they create belong to the university.

When third party copyright permission is sought, the points in the Standard Permission Form in Appendix 3 should be followed. An institution may be set up and funded to seek worldwide rights for all forms of reproduction, resale, and media; however, it is likely that some kind of restricted rights will be negotiated that allow, for example:

- sale of printed works for restricted local use
- use of any media (or only print) for staff and registered students only
- payment based on a per copy or per student basis.

Restricting these rights is likely for economic reasons and an institution's primary responsibility is to its own students and to its funding body whether it is public or private. Perhaps the material also contains third party copyright that also has restrictions. Generally speaking, the wider the clearance of rights both geographically and to include all forms of reproduction, including electronic and broadcast, then the more expensive it will be.

Thus problems arise when a user wants to acquire what the producer actually is not in a position to sell or to allow to use. Perhaps the producer cannot transfer materials because:

- initial copyright clearance was for registered students only
- initial copyright clearance was for print only and the user wants to deliver part of the material via a different medium, say, on-line
- user adaptation has made the work into a different work
- there was no initial copyright clearance as the material was covered by the producer's arrangement with a national collecting agency or the commercial supplier, for example, of software

In all these cases, and many others, third party copyright will need to be re-cleared for the particular use of the transferred material. A producer may be prepared to re-clear and then will need details from the user about precisely how the material will be used or adapted, course components, number of students, and presentation time.

The producer could then re-clear on the basis of one particular client, or more generally, say for printed works for educational use in Commonwealth countries, so it has the ability to transfer to other institutions. If the producer re-clears copyright for the user, then the cost of re-clearing would be reflected in the contract price or remuneration. If the producer has not cleared sufficiently from the outset or is not re-clearing for the user, then it needs to inform the user of all details of copyright holders.

Producers are likely to view the sale and distribution of materials as a revenue- or other benefit-producing activity, and as a result, they often adopt various clearance policies on a country to country basis and on a course by course basis.

Considerations for users

There are several issues for users to consider before signing an agreement:

- The copyright situation for original and third party materials needs clarification. An author could suddenly demand money for a work he or she perceives as owning, or he or she could admit that it was not original in the first place, or the user could unknowingly use third party materials that have not been acknowledged or cleared.
- The producer should be provided with details of how the learning materials will be used, approximate student enrolment, language of instruction, or intended translations, adaptation, and any further transfer, resale, or onward sales expected, to see if user requirements fit the original copyright clearances or if they can be re-cleared.
- If the user is to re-clear third party copyright, then the user pays copyright charges. If the producer has already done so as part of the overall deal, then these charges are reflected in the price or remuneration. Whichever institution does the third party clearing (or re-clearing), there may be some administrative follow-up to be done. In the event that permission is denied, which it may be, then adjustments will have to be made to the original material.

- A user needs to be aware of its own institutional arrangements, in whatever context, for copyright and licensing arrangements with national licensing and collection agencies, software houses, and broadcasting bodies, for example.

Use of some published materials is very expensive and the user may wish to just avoid using them. However, the user would then be adapting the course rather than adopting it, and allowance to adapt the materials will need to be agreed with the producer and details included in the contract. Perhaps third party copyright material can be replaced with other reference material, or students have access to it in a library situation. Care needs to be exercised in relation to bulk photocopying through the library, however; the user's librarian can offer guidance on national guidelines.

Other media

Some copyright issues are generic, but there are specific complications with audio, video, broadcast, electronic and CD-ROM presentations. There are many restrictions. The user may have no choice about what can or cannot be bought, sold, or used in a territory, what can and cannot be adapted, and the costs of doing anything may be prohibitive. Proprietary software or a CD-ROM, for instance, cannot be adapted; it is either used as is or not used and appropriately paid for. A bulk purchase or copying agreement may be negotiated with the software house, but will probably need to be negotiated between the producer and all users individually. It is also worthwhile noting that permission from performers for broadcast material will need to be sought. Even incidental music will need to be cleared, with several permissions to seek: the creator of the original work, the producer of the particular recording, the performer, and even the conductor. A producer should restrict authors and developers to using only essential material that serves an educational function. All these areas should be approached with caution and expert advice sought.

With audiovisual material there may be specific instructions in the national copyright legislation, allowing certain kinds of broadcast, copying, distribution of a number of copies, and indicating how long these copies can be used.

With the Internet, copyright is still an issue as the material is available but not necessarily for legal use. Protection of student information is also important if electronic means are used for communication. Permission for electronic presentation may be more likely with protected access through a password system.

Section 4

Adaptation and Translation

Adaptation is the process of modifying learning materials from their original form, or from the form in which they were licensed, to a more locally acceptable and relevant form. Even if the changes are simply reformatting and changing the spelling and style to an institutional style, the materials are being adapted and the user must have permission to do so. Similarly, if the method of delivery of the materials is being changed, the materials are again being adapted.

If materials are designed specifically for a particular learner population in a particular context, then depending on their features, the learner audience, and the content matter, they may be totally unsuitable for use in a different learner population, or environment. However, adapting the learning materials can facilitate their effective use in a different context with different learners. If, for example, the producer has designed the materials so that a core of basic material can be expanded with local materials to suit different environments; then transferability and subsequent adaptation will be facilitated. Producers need to decide to design for transferability at the planning and development stages. Databases of learning materials available for transfer could contain some basic guidance about the structure and possible use of the materials.

Unless the subject matter is completely 'generic' in nature, for example, tertiary level mathematics, the materials will probably need adapting for the local context. The amount of adaptation and the conditions for permission under which changes can be incorporated affect the logistics of production, costs, pricing, and copyright issues. When entering into transfer agreements, users must be specific in expressing their intentions. Permission to adapt and related conditions should be clearly stated in the agreement. For example, perhaps the producer may request:

- the right of first refusal to carry out any major content changes
- the right to grant approval for any changes, or changes of a particular type
- that changes only to a certain percentage of the content be made to the materials
- that when changes over a certain amount are made, then copyright should be shared or assigned to the adapter under certain conditions
- that the source of the original materials should be acknowledged

When adapting materials for local delivery methods, for the infrastructure of the institution, or for the educational and cultural environment of the learners, users should rewrite and change what is necessary and allowable, but only when permission has been granted and all legal details are included in the agreement. Both users and producers should be aware of the amount of adaptation that will be required before signing an agreement.

All adaptations need to be approached with care; they may not be as simple as they appear. For example, if a business case study is included in the materials and a user institution wants to change some of the details in order to make it more relevant to the students' backgrounds, then the case study and the learning materials are being adapted. Permission, in writing, from the copyright owner of the case study, as well as from the owner of the materials (if different) must be acquired, before the changes can be implemented, even if the case study was initially cleared for international transfer. Generally speaking, no materials are cleared for copyright after adaptation as the initial clearance is no longer valid.

Guidelines for users

Users should note the following:

- Permission and clear adaptation guidelines must be included in the contract.
- Details of what changes are required and the most effective ways of implementing them must be clarified with the producer. For instance, will certain examples be replaced in order to accommodate local relevance? Will case studies

be used in a particular way? Will content be added or deleted? Will reformatting, following the institutional house style, be required? Will the materials be used 'as is' if they are suitable for local needs, with simply changes to the cover design and packaging system? Will the materials be left unchanged (even if certain parts will not be used), but the students provided with a study guide for the relevant parts? Will the content of the materials be unchanged, but new case studies added, along with additional readings and assignments that focus on the local context? Are more fundamental pedagogical changes required? Will the materials be upgraded or downgraded to a different level, undergraduate degree to diploma, or vice versa?

- If substantial adaptation is required, the licensing period of agreement should be at least five to seven years, in order to provide adequate time to implement the changes and deliver the course.
- Third party copyright is likely to require re-clearing for a new version whether it has minor or major changes.
- Identify the course of action for revisions and updates of the original materials. What happens when the original course is discontinued, if anything? Can the old adapted course still be used? Does the producer require updating in the transfer contract?
- Identify in what physical format the components will be supplied. For example, perhaps only a hard printed copy is available and it will have to be scanned into the computer, or re-typed, before it can be modified. Or perhaps the content can be supplied on disc using appropriate software, thus saving much production time and effort before adaptation can begin.
- Access to additional resources such as subject expertise may be required during the adaptation process.

Producers can facilitate the adaptation process at an early stage by designing transfer courses that have a core available for different delivery mechanisms, suitable for different contexts and appropriately cleared for third party copyright for use in a different environment. Users, in the appropriate environment, can then add on their

own materials to this basic core, thus making the materials appropriate for their uses in their own particular contexts without the necessity of adapting the original content. This environment could be national, international, private or public sector, or whatever, depending on the original clearance of any third party materials.

Translation

Translation is another form of adaptation. The copyright owner has the sole right to translate, or authorise others to translate, a work. In some cases, translation to local languages may be required, and permission must be sought from the producer. All the same issues discussed earlier apply, including adaptation, copyright, and acknowledgement.

- If the producer is unwilling to grant permission to translate, joint copyright of the translation could possibly be negotiated.
- Agreements must address the needs of the translator, producer, and user. Ownership and acknowledgements that are required for the translation must be identified, and whether onward sales are permissible, and if so, who benefits.
- Poor translation, with inappropriate phrases and examples, will seriously affect the quality of the materials.
- Translation is best completed in one stage as it is more difficult to 'add in' materials later.
- Use of different media can influence the translation process and may cause substantial copyright and production problems. Spoken and written words can be interpreted differently in different contexts. Similarly, graphics, photos, and other visual representations vary in use and in meaning.

Facilitating adaptation and translation

Adaptation and translation can be lengthy and complicated. The following points may help with facilitating the processes:

- Curricular issues must be dealt with before the adaptation begins. Therefore, it is important for users to define their curriculum in detail making it easier to determine the amount of adaptation for effective use of materials in a different context and for different learners and thereby saving on future administrative and other costs.
- Evaluating materials before adaptation can take much time.
- The adaptation policy should be flexible to cope with different delivery mechanisms in particular locations: it should accommodate photocopy, print, electronic distribution, and other media. Also, providing the materials in digital format will assist in the mechanics of adapting and when reformatting. However, having an electronic version of materials is only useful if a popular and up-to-date version of word processing software is used. This may not be possible in many environments and institutions, especially if publishing or desk top publishing software has been used to publish the final version.
- Clear, legal contracts are essential.

Gender and cultural considerations

Gender-related and cultural issues differ from one country to another. Cross-cultural and inter-institutional matters should be carefully considered, noting the following points:

- The role and value of education and how it is presented vary according to values and beliefs.
- Gender roles and stereotypes vary from culture to culture, as do perceptions about femininity and masculinity.
- Teaching and pedagogical methods vary and are viewed differently.
- Different target groups respond differently to certain teaching methods.
- The physical environment influences learning styles, content, choice of examples, and assignments.
- Features of educational and community infrastructure vary widely.
- Norms in one area may not apply in another.

Section 5

Costs, Pricing, and Remuneration

Producers, generally speaking, will anticipate some kind of reward for allowing the transfer and use of materials by another institution. It could be a straightforward money transaction or other benefits could be involved. 'Pricing' is a sensitive issue for both users and producers, influenced by funding restrictions, course development costs, copyright issues, quality of materials, and number of students. Pricing obligations from both sides must be clearly defined, as they have an impact on rights of adaptation, delivery methods, assessment strategies, production quality and volume, and third party use. Other benefits and considerations must be spelled out.

Both users and producers should conduct detailed costing on all aspects of the materials. Further, in the case of the user, detailed costs for adapting and producing the materials locally, and for delivering the course over the expected duration with the anticipated student enrolment should also be calculated. In order to calculate these costs, a very detailed evaluation of the materials will need to be conducted. Potential users should have access – at limited or no cost – to review copies of the materials in order to determine these costs and whether or not the material is appropriate. Producers should have an accessible system for informing users about availability, pricing policies and structures. Both parties must consider local requirements when setting prices and terms, and determining how costs will be met and whether costs will be passed on to the learners.

What is required?

Pricing must be addressed in mutually acceptable and clearly communicated terms. Users and producers should agree to a pre-determined pricing and benefit structure as part of the contract. The price arrived at should be consistent with the pricing structures for similar materials in similar locations. The price of any commercially

available components required, copyright re-clearances, and the amount of adaptation required will usually be the users' responsibility.

Users need to decide whether to create their own materials, adapt materials transferred from other institutions, or use materials in their original form. They need to realistically balance affordable costs, the in-house and available expertise, appropriateness for their students, time constraints, and the quality of the materials. These factors all need to be considered in the short and long term, and the approach taken may depend on the stage that the institution is in its distance learning programme (for example, initially setting it up or well established). (For costing and human resource implications see J. M. Ekins (1994) *Economics of developing and using existing distance learning courses in terms of human resources*, G. Dhanarajan, P. K. Ip, K. S. Yuen, and C. Swales, in *Economics of Distance Education: Recent Experience*, Hong Kong: Open Learning Institute Press.)

How the materials are to be used

Materials are used in one or more of the following ways:

- as reference material (then no contract is required)
- directly or 'as is' (no contract is required with direct sale of copies but a contract will be required if master copies are provided to facilitate local duplication)
- with minor changes or reformatting for local use
- use of materials but with alternative delivery mechanisms
- major adaptation or translation for local use

Number of potential students

The number of students will influence the decision about whether to develop new materials, buy existing materials and use 'as is', or adapt materials. With very small numbers of learners, a user institution is probably better off buying materials and using them in their existing state as production costs will be very high per student for

short runs. When student enrolments are low, then the user will probably want to negotiate a per capita fee for the use of materials. The producer may require a base maintenance fee in addition to the per capita fee, as otherwise the costs of setting up and maintaining the transfer agreement may not be worthwhile.

With larger student registrations, production costs become economically feasible for the user, and the possibility of adaptation (or even development) is more realistic. The producer will probably request a per capita fee, but the user may prefer a single, 'one-off' annual fee, or to negotiate a reduced per capita fee when the number of students exceeds a certain level.

Amount of adaptation

Adaptation of materials involves time and money. The amount of adaptation required will vary from simple changes to in-depth revisions or translations. If the material is out-of-date or requires major changes, it will take considerable resources to make it usable. Other considerations include:

- If the materials are very culturally specific, the user may want to consider using other materials that will not require as much modification. Simple changing of existing examples to local examples requires time and expertise and a user must estimate how long it will take to make the material suitable and relevant for its learners before entering into an agreement.
- Providers may be requested to adjust the costs according to the amount of adaptation required.
- Third party copyright may need to be re-cleared.
- A producer may be able to assist in estimating the cost for adaptation and production of adapted materials.

Development costs

The cost of developing material by the producer may or may not be reflected in the cost to users. The producer may price their products at a market rate in a particular environment or internationally, regardless of the actual costs involved or the source of the funding for the development. The institution (and country) in which the materials are developed will determine the course development costs as these are based, at least partially, on wages and related expenses for course writers and developers, the equipment required, and available resource materials. The producer institution may be publicly funded and any materials used by learners other than registered students may be deemed an inappropriate use of funds that must be recouped. If outside expertise of any sort has to be brought in for course development, costs will increase. Use of other materials, such as textbooks, and the level, content and subject areas of the learning materials all influence the development costs. If third party copyright clearances are required, the final cost of the materials will also be affected. Different media development using CD-ROM, video, software, Internet, and e-mail all increase costs, both for production and copyright clearance.

Types of payment

The type of payment involved could include:

- a single, 'one-off' payment on signing the contract for a specified time period
- an annual or per presentation payment
- a per capita fee for each student using the materials
- some combination of the above, for example, an annual payment to cover maintenance and set-up costs, and a per capita fee for each registered student
- additional charges for masters, transport, academic support, upgrades or revisions, or any other services the producer provides

- purchase of stand-alone study units, videos, and software, 'off the shelf' and unchanged

All details of the terms and procedures for notification of student enrolments and related information should be included in the contract if appropriate.

The question of 'How much?' has not been addressed in this manual. This issue must be negotiated between the two parties on an individual basis, as each institution and its financial situation, the student numbers, the use to which the materials will be put, and related factors will all be unique. Prices and terms that work realistically for both parties entering into the contract, as well as for the learners, must be agreed upon. As well as, or instead of, monetary remuneration, other benefits may be sought by the producer or offered by the user. Perhaps the user cannot offer money, but could provide cheap development, production or translation services for future collaborative efforts. Perhaps the user cannot pay for academic advice at long distance but can pay for academics to do research in their locality on long-term secondments, or perhaps it can obtain funding from international agencies for collaboration, co-operation, and conference activities that also benefit the producer institution. All remuneration and benefits should be detailed in the agreement.

Section 6

Quality

One of COL's goals is to assist educational institutions in determining the quality, suitability, and feasibility of distance learning materials and courses. In any distance learning programme, the quality of the materials is crucial to success. The following guidelines will be useful to producers in the development of materials, and to potential users in evaluating and adapting existing materials in their own context.

Categories to consider

The following categories relate to primarily printed materials, although similar comments could be applied to different media. Distance learning materials should meet certain quality standards, which can be assessed in four different categories:

- *Production quality*: appearance and layout of the materials, quality of paper, and reproduction
- *Format*: grammar, spelling, visual appeal, and language level
- *Completeness*: whether all features generally associated with 'good' distance learning materials are present, such as identified learning objectives, self-test exercises, assignments, summaries, clear instructions for use, instructional design features, level of interactivity, and appropriate language
- *Curriculum content quality*: appropriate level of scope, and depth and difficulty of course content

For the production quality, format, and completeness categories, further definitions and standards set by a review group for the producer or user institution will probably be required. They should result in clear guidelines, checklists, standards for formatting, and an institutional house style. With the category of curriculum content quality, an in-house (or external) expert group will need to be established to review the content and determine if it is suitable. Procedures that link the four categories of quality assessment will also be necessary within each institution.

Production quality

There are some basic features that assist during the production of materials, including:

- consistent methods for instructional design, editing, and proofreading
- the use of a pre-determined template
- employment of commonly used word processing and graphics packages

Structure, appearance, and layout of the materials should be consistent with the needs of the following:

- delivery system and how the material is supported (tutor contact, seminars, teleconferencing, e-mail, and so on)
- production logistics and budget

When developing or adapting materials, the following duplication and reproduction issues should be considered:

- Paper characteristics such as size, quality, and colour will depend to a certain extent on local availability, printing equipment and price. Consideration when making these decisions should be given to the weight and subsequent costs of posting to students.
- Binding decisions such as loose-leaf, paperback, or spiral affect other considerations such as the ease of updating and size of print runs. They also have logistical and costing implications for warehousing and dispatch to students.
- Cover design and logo will identify the institution and different programmes and courses in a consistent manner.
- Standard copyright and acknowledgements pages should identify copyright holders, contact addresses, and printing and publishing history, and include any other details that are required for reproduction of materials locally, and under the terms of the contract if the materials have been transferred.

- Typographical considerations such as type size, line length, and white space all should be consistent with readability and other standard institutional publications.
- Illustrations and graphics should be of appropriate quality for duplication purposes. Originals or films of photographs may need to be supplied by the producer or original copyright owner. The use of colour should be balanced between costs for reproduction and educational value.
- There should be overall consistency with institutional style.

Format

Whether a producer or potential user is evaluating materials, the materials should be consistent in format, specifically:

- grammar, spelling, and content-specific conventions
- version of English used (for example, British or American)
- language level and system (for example, Fog index)
- instructional design and copy editing
- graphic design and layout
- proofreading and electronic spell-checking
- institutional house style

In transfer cases in which adaptation or modification is necessary, the contract should allow for alterations in spelling, grammar, and modifications to the house style of the user institution, as appropriate.

Completeness of courses and components

When evaluating learning materials for transfer, institutions must address certain issues to ensure that the materials are consistent, complete, of good quality, and meet their needs. Much has been researched and written on the characteristics of distance education programmes from methodological and pedagogical perspectives that this

manual will not cover. Suffice it to say that, the features of a 'good' distance education course include:

- good 'fit' of the materials to the institution's (and students') needs and environment in terms of objectives, cost, educational and community infrastructure, appropriateness, capabilities, and support
- consistency with the institution's existing programmes and courses
- materials that achieve the course's aims and objectives in a co-ordinated, manageable manner, with learning components clearly linked and delivery mechanisms appropriately used
- appropriate information about any equipment required; any pre-requisites required for enrolment; position of the course within a programme of study; study hours required; and the credit point value
- delivery and communication mechanisms that allow for interaction between institution and student, tutor and student, and student and student through mail, telephone, radio or television broadcast, e-mail, and Internet
- appropriate assessment mechanisms

When determining completeness of the learning materials themselves, consider including the following components:

- clear course and unit or chapter learning objectives
- student support required or available
- instructions about studying in the distance learning mode
- planning calendar
- self-instructional exercises and learning activities that enable achievement of the objectives (see D. Rowntree (1992) *Exploring Open and Distance Learning*, Milton Keynes: The Open University)
- appropriate use of illustrations, examples, case studies, and supplementary materials
- clear use of language

- explanation of course credentials
- assessment and grading methodologies

Curriculum content

Advisory committees or groups comprised of subject experts, distance learning specialists, and local educators may be the most useful in determining the appropriateness of content and type of existing learning materials to transfer for use at a local institution. Issues that should be considered include:

- Materials should present information through a variety of media which address the different backgrounds of the learners, and assist in maintaining their interest.
- Pedagogy should be effective and appropriate to the content and appropriate to the learner's background, expectations, and cultural context.
- Content should be up-to-date and relevant for the learners.
- The academic standards of the materials should be consistent with those used at established institutions at a similar level and with other institutional programmes.
- The media used should be appropriate and accessible

If materials are being used by other institutions, reports and evaluations may be available. It may also be useful to explore credit transfer options.

Section 7

Accreditation

In its simplest form, **accreditation** is the acknowledgement for credit by one institution to students for a similar course completed in a different institution. For example, a student may complete a course at a local university and then move to a different location. The new university may grant credit for the course that was completed at the original university. As a result, the student would not have to repeat the course at the second university, but would receive credit for the course completed in the original institution. This process, the granting of credit for a course taken at an institution other than the one in which the student is currently enrolled, is known as accreditation.

The concept of accreditation may extend further, and have many advantages, especially for students who follow a non-traditional approach to higher education. For example, students may choose to do their first year or two of post-secondary education in a community college, and then transfer to a university. This approach may have a number of advantages, such as lower tuition fees, courses available in the evenings or on weekends enabling employed students to register, less stringent entry requirements than universities, and so on. However, if the student's goal is to eventually acquire a university degree, the college courses must be transferable and accredited at the university.

Credit transfer arrangements for courses delivered at a distance

Disadvantaged students, such as single parents, the unemployed, and the disabled, all who have difficulties in accessing traditional education, often use distance or open learning approaches to further their education. Similarly, students who live in smaller countries that do not have a local university may choose to do some courses by correspondence or through distance learning, and then move to a larger community with a university to complete their programme of studies.

Accreditation becomes a key issue to these distance learners. The courses that the students complete by distance may not be offered by the conventional institution in which they eventually register, and therefore receiving transfer credit for the courses completed through distance is very important. Through accreditation arrangements, distance learners can acquire credits recognised at an institution without registering or attending classes. This is an advantage for many learners. They may eventually have to register for some face-to-face classes, but the amount of time required at the conventional institution will be significantly reduced.

Other arrangements for accrediting courses can also be put in place to accommodate distance learning students. For example, a student may take a course developed and accredited by one institution, but delivered by a second, more conveniently located institution. In this case, the institution delivering the course may be responsible for the provision of the materials and possibly for marking some of the course assignments. Often the final assessment, however, as well as course subject tutoring, is the responsibility of the producer institution. In this way, the producer institution is confident that their standards are being upheld, but the student is still able to complete a course without having to travel to the producer institution.

Joint accreditation in transfer of materials arrangements

Sometimes a producer institution will provide credit for a course even if it does not hold the responsibility for course assessment. This could be the case if an institution sells, or otherwise provides its course materials to a second institution. In this case, the user institution would be entirely responsible for the course: for marking student assignments and examinations, for providing tutor and student support services, and for ensuring the students receive the appropriate materials. If the producer institution is confident that its standards are being upheld, then it may agree to grant credit for the course even though it is not involved in the actual course assessment or delivery.

When both the producer and delivering institutions provide credit for the same course, the resulting arrangement is often referred to as **joint accreditation**. Other arrangements may also be termed joint accreditation, such as when an institution delivers a course for another institution and also awards credit for that course.

In cases of joint accreditation involving the transfer of learning materials, precise details should be worked out beforehand and included in the agreement. Issues, such as which institution is responsible for particular aspects of course delivery and how the student tuition fees are allocated, should be agreed. For example, the delivering institution may register the student and provide the course materials, with the producer institution providing the student support services and the assessment. In this case, each institution may agree to share the registering students' tuition fees. Or, they may come to a completely different agreement, as with a straightforward transfer of materials, through which the user institution pays a flat fee for the use of the materials, regardless of the number of students.

If joint accreditation is important to a user institution, it should be discussed when entering into the agreement to transfer materials. An institution should not assume that just because it is offering a course using another institution's materials, that the originating institution will necessarily provide credit to the students completing the course.

Another situation in which joint accreditation is relevant, is when two or more institutions work together to produce learning materials. With the increased costs associated with the development of high quality distance materials, more and more institutions are following a joint production model through which all partners involved in the production will have the right to use the completed materials. Usually, in such cases, students will receive credit for the course by all institutions involved regardless of with which institution they register and complete the course.

For small countries without established education systems

It is important to increase access to opportunities for education for all students regardless of whether they are within catchment areas of recognised institutions or not. Small countries may not have local or regional institutions that offer programmes of study in specific subject areas. Students should be able to accumulate credits, through distance education, from various institutions with accredited programmes, and thus complete recognised programmes of study.

Three means by which this could take place are:

1. A student enrolls in a particular institution and that institution delivers the courses by distance and, upon successful completion, the award.
2. A consortium of two or more institutions provides courses by distance and, upon completion of the programme, a joint award.
3. A student accumulates credits from various different institutions, and an 'awarding body' grants the award.

In order to put in place the third option, a **credit bank** would need to be established. This facility would operate in consultation with selected educational institutions, and an academic board would oversee the programmes of study.

Part of the tasks of the credit banking facility would be to maintain a **credit equivalency register** that would identify agreed equivalencies between courses and programmes offered in various institutions. Credit transfer arrangements of specific courses between institutions could form a basis for the register, and entries added as new agreements are put in place.

Institutional accreditation considerations in course transfer

When materials are transferred from one institution to another for the recipient institution's use and credit transfer arrangements are important, the institutions involved need to consider a number of points:

- learning materials must satisfy the user's standards of degrees and other programmes
- an academic committee, possibly involving staff from different institutions, should establish standards for learning materials and should review them before the transfer takes place
- quality of learning materials should be consistent with other similar institutions
- delivery of materials and support systems should be consistent with those provided by the producer institution
- staff members should be familiar with common standards of accreditation

Some activities can facilitate the acceptance of transferred materials and accreditation, including:

- keeping materials up-to-date, and revising on a regular basis, particularly in very time-sensitive subject areas
- involving the business community, unions, and other potential employment organisations in accepting the institution's standards, programmes, and courses
- establishing links with accrediting institutions, local, national, and international

Conclusion

Role of the Commonwealth of Learning

COL's principal aims are to promote, encourage, and facilitate the transfer of learning materials and to carry out these functions through:

- acting as a broker on transfer of materials contracts, if requested
- providing information, including details of available courses, adaptability, and remuneration policies using its own databases
- maintaining a register of experts and providing advice on quality assessment
- providing advice on the transfer of materials and maintaining a register of activities, evaluations, and reports
- acquiring third party copyright agreements on behalf of users when applicable (for example, if users do not have the funds or expertise to acquire; or material could be of use to several institutions; or communications with the copyright holder would be easier for COL than for the user)
- acting as a catalyst and facilitator, and fulfilling the role of arbitrator in the case of disputes
- acting as a monitoring agent
- strengthening support services through provision of guidelines and manuals
- granting academic awards, establishing a credit bank system, and developing a credit equivalency register

Appendix 1
Learning Materials Proforma



THE COMMONWEALTH *of* LEARNING

Contents for the Course Database

1. INSTITUTIONAL INFORMATION:

Name of Institution: _____

Address: _____

City: _____ Country: _____

Telephone: _____ Fax Number: _____

E-mail Address: _____

Institutional Head: _____

Telephone: _____ Fax Number: _____

Contact Person: _____

Title: _____

Telephone: _____ Fax Number: _____

E-mail Address: _____

2. COURSE INFORMATION:

Name: _____ Code: _____

Major Subject Areas: _____

Language: English French Other _____

Type of Course
(e.g., Undergraduate)

Leads to
(e.g., B.Sc.)

Length in Student Hours: _____

Number of Institutional Credits: _____

Basic Description: _____

Basic Objectives: _____

Pre-requisite Courses/Prior Knowledge or Other Requirements:

First presented in: _____

Revised in: _____

Likely duration: _____

Delivery Methods:

- | | | |
|---|--------------------------------|-------------------------------------|
| <input type="checkbox"/> Print | <input type="checkbox"/> Film | <input type="checkbox"/> Television |
| <input type="checkbox"/> Computer | <input type="checkbox"/> Audio | <input type="checkbox"/> Telephone |
| <input type="checkbox"/> Video | <input type="checkbox"/> Radio | <input type="checkbox"/> Conference |
| <input type="checkbox"/> Broadcast | <input type="checkbox"/> Cable | <input type="checkbox"/> Satellite |
| <input type="checkbox"/> Internet/Web | <input type="checkbox"/> Print | <input type="checkbox"/> Software |
| <input type="checkbox"/> CD-ROM | | |
| <input type="checkbox"/> Tutorial support necessary | | |

Other: _____

Course Components:

- Lab materials Software Text
 Video/audiotape Manual Reference

Accessibility:

- No conditions

Constraints (if any): _____

Additional notes (if required): _____

Other relevant information: _____

Commercially available: Yes No

If yes, provide details: _____

3. ACCESS INFORMATION

Procedures for Accessing Course:

- Contact Institution Available from COL

Other: _____

Assessments/recommendations available from COL:

- Yes No

'History' of Course Usage Available from COL:

- Yes No

Sample stored at COL Yes No

Sample available generally Yes No

Time frame of Availability:

- Year-Round September

- January Other

Credit Transfer Agreements (if any) with: [*Institution*]

Appendix 2
Sample Contracts for Transfer Arrangements

EXAMPLE 1
LETTER OF AGREEMENT

BETWEEN: **[PRODUCER]**

AND:

THE COMMONWEALTH OF LEARNING
1700 - 1777 Dunsmuir Street
Vancouver, B.C. V7Y 1K4

WHEREAS The Commonwealth of Learning (COL) wishes to make educational materials (herein defined as courses) available to **[USER]**;

WHEREAS **[PRODUCER]** owns copyright in courses it has developed;

NOW, therefore in consideration of the mutual terms and conditions, undertakings and payments herein contained and provided for, the parties hereby agree as follows:

TERMS AND CONDITIONS:

1. LICENCE
COL agrees to license each course (per Appendix 'A' and Appendix 'B') in perpetuity for use by the **[USER]**, provided the total number of students at participating institutions other than at **[USER1]** does not exceed 100 per course per year.
2. DEFINITION
A course, for the purposes of this agreement, shall be a specific version or edition. A rewritten or significantly updated version shall be regarded as a different course.
3. ACKNOWLEDGEMENTS
For all **[PRODUCER]** courses used by the **[USER]** and listed at Appendix 'A' and Appendix 'B', the name "**[PRODUCER]**" and the logo of the College should appear on the front cover of the course materials, and appropriate credit for authorship shall be provided in the acknowledgements section of the course materials.
4. ANNUAL REPORT
The **[USER]** involved shall make available, through The Commonwealth of Learning, a report on the use of each of the courses listed at Appendix 'A', including the numbers of students registering for each course.
5. TERM OF AGREEMENT
This agreement is valid starting <MONTH, DAY, YEAR>.

6. **COPYRIGHT ISSUES**
Course materials which contain material for which the copyright is held by institutions other than **[PRODUCER]** shall be made available for student reference only, and it shall be the responsibility of **[PRODUCER]** to advise The Commonwealth of Learning about the materials affected by this. COL will then advise **[USER]** appropriately.
7. **PRODUCTION OF MATERIALS**
One set of the course materials will be provided on diskette and in hard copy form and the community colleges involved shall be able to adapt the materials and reproduce the appropriate numbers (as per paragraph 1. above) to meet local needs. In addition to course materials, a copy of the tutor manual, tests, marking keys, etc. shall also be provided.
8. **PAYMENT**
COL agrees to pay **[PRODUCER]** <AMOUNT PER PERIOD OF TIME> for courses already licensed since 1990, payable on the signing of the agreement by both parties. Payments for new courses may be made in instalments of <AMOUNT PER PERIOD OF TIME>. Rights to use versions of courses with a development date of 1990 or earlier, or that **[PRODUCER]** are no longer offering, shall be provided gratis (listed at Appendix 'B').
9. **ADAPTATION**
[PRODUCER] shall retain the copyright on all adapted courses and shall be supplied with a copy of the adapted materials. Adapted materials shall contain the acknowledgement of **[PRODUCER]** listed at paragraph 3. above.
10. **SPECIFIC CONDITION**
The agreement, and all of its conditions, shall apply solely and exclusively to course materials to be made available for use by **[USER]**. There shall be no resale or reproduction of materials carried out on behalf of any other party or at any other geographical location.

AUTHORISED SIGNATORY OF:

THE COMMONWEALTH OF LEARNING

[PRODUCER]

Head
Administration & Finance
The Commonwealth of Learning

Director
College Development & Physical Resources
[PRODUCER]

Date

Date

Director, Asian Programmes,
Materials and Education for All
The Commonwealth of Learning

Principal
[PRODUCER]

Date

Date

APPENDIX 'A'
(of the Letter of Agreement)

This is Appendix 'A' to the Agreement between The Commonwealth of Learning and **[PRODUCER]** College, dated <MONTH, DAY, YEAR>, to reproduce the following **[PRODUCER]** courses for the **[USER]**, the rights period for such reproduction being indefinite with effect from <MONTH, DAY, YEAR>:

<u>LEARNING RESOURCES</u>	<u>FEE OUTSTANDING</u>
BIP 085 Introduction to Computers	\$750 per course
BIP 099 Introductory Keyboarding (formerly Introduction to Typing)	\$500 per course
BIP 110 MS-DOS Concepts (formerly BIP 140)	\$750 per course
BKK 160 Introductory Bookkeeping	\$500 per course
BKK 164 Microcomputer Bookkeeping	\$500 per course
BOA 070 Better Spelling	\$750 per course
BOA 106 Office Communications (formerly BOA 100)	\$500 per course
BOA 130 Records Management (formerly SEC 130)	\$500 per course
ENG 032 Intermediate Writing Skills	\$500 per course

AUTHORISED SIGNATORY OF:

THE COMMONWEALTH OF LEARNING

[PRODUCER]

Per: _____

Per: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX 'B'
(of the Letter of Agreement)

This is Appendix 'B' to the Agreement between The Commonwealth of Learning and **[PRODUCER]**, dated <MONTH, DAY, YEAR>, which contains a list of course materials for which no copyright charge is to be levied by **[PRODUCER]** for use of these materials by **[USER]**:

LEARNING RESOURCES

1. Courses no longer offered by **[PRODUCER]**:

Introductory Typing
Intermediate Typing
Advanced Typing
Pitman Shorthand

2. Courses with a development date of 1990 or earlier:

BIP 120, Introduction to WordPerfect
BIP 130, Introduction to dBase III+
BIP 140, Lotus 1-2-3 Applications
BOA 141, Business Calculating Machines and Mathematics
BOA 143, Written Business Communications

AUTHORISED SIGNATORY OF:

THE COMMONWEALTH OF LEARNING

[PRODUCER]

Per: _____

Per: _____

Title: _____

Title: _____

Date: _____

Date: _____

Example 2
Letter of Agreement

BETWEEN:

[PRODUCER]

AND:

The Commonwealth of Learning
1700-777 Dunsmuir Street
Vancouver, B.C.
V7Y 1K4

WHEREAS The Commonwealth of Learning (COL) wishes to make educational materials available to Commonwealth Nations mutually agreed to between COL and the [PRODUCER], and listed at Appendix 'B';

WHEREAS the [PRODUCER] owns copyright in materials, known as the [NAME OF SERIES], it has developed;

NOW, therefore in consideration of the mutual terms and conditions, undertakings and payments herein contained and provided for, the parties agree as follows;

TERMS AND CONDITIONS

1. LICENSE

COL agrees to license each module (per Appendix 'A') for a [PERIOD OF TIME] for use by public educational institutions in Commonwealth countries (per Appendix 'B') mutually agreed to by COL and the [PRODUCER].

The [PRODUCER] will provide COL with both a Master and Make-Ready copy of all the modules purchased under the terms of this site license. This will provide COL with copyright reprint authority for the modules for a [PERIOD OF TIME] with effect from [MONTH, DAY, YEAR].

2. UPDATES

The [PRODUCER] will provide updates at no additional costs for a [PERIOD OF TIME] from the date of the purchase of the site license for any specific module. Updates required after [PERIOD OF TIME] from date of purchase may be made available at a cost to be negotiated at the time.

3. OWNERSHIP

All materials covered under the terms of this agreement remain the property of the [PRODUCER]. Changes, modifications, additions or deletions are strictly prohibited without the express written permission of the [PRODUCER].

4. **LIABILITY**

The materials will be supplied by the **[PRODUCER]** on an "as is" basis, without any guarantee/warranties of any kind whatsoever. The **[PRODUCER]** shall not be liable to COL for any damage or loss resulting from the use of the materials (as listed in Appendix 'A') however caused or howsoever arising.

5. **REPORT OF USAGE**

COL agrees to provide the **[PRODUCER]** with an annual report on institutions using the modules and the enrollments at these institutions.

6. **PAYMENT**

COL agrees to make a payment of **[AMOUNT]** per year, payable before **[MONTH, DAY, YEAR]**, as the license fee for the right to utilise and reproduce the materials on a multinational basis, for a **[PERIOD OF TIME]** with effect from **[MONTH, DAY, YEAR]**.

7. **TERMINATION**

Both parties may terminate the agreement of the license of the **[NAME OF SERIES]** by providing written notice, such notice to take effect **[PERIOD OF TIME]** from receipt of notice by the second party.

THE COMMONWEALTH OF LEARNING

[PRODUCER]

Head, Administration and Finance
The Commonwealth of Learning

International Director
[PRODUCER]

Date

Date

Director, Asian Programmes, Materials
and Education for All
The Commonwealth of Learning

Marketing Manager
[PRODUCER]

Date

Date

APPENDIX "A"

This is Appendix "A" to the Agreement between The Commonwealth of Learning and [PRODUCER], dated [MONTH, DAY, YEAR].

LIST OF MODULES

APPENDIX "B"

This is Appendix "B" to the Agreement between The Commonwealth of Learning and the [PRODUCER], dated [MONTH, DAY, YEAR].

PUBLIC EDUCATIONAL INSTITUTIONS IN COMMONWEALTH COUNTRIES

- | | |
|----------------------|------------------------------|
| 1. Antigua & Barbuda | 24. Nauru |
| 2. Bahamas | 25. Nigeria |
| 3. Bangladesh | 26. Pakistan |
| 4. Barbados | 27. Papua New Guinea |
| 5. Belize | 28. St. Kitts & Nevis |
| 6. Botswana | 29. St. Lucia |
| 7. Brunei Darussalam | 30. St. Vincent & Grenadines |
| 8. Cyprus | 31. Seychelles |
| 9. Dominica | 32. Sierra Leone |
| 10. The Gambia | 33. Solomon Islands |
| 11. Ghana | 34. South Africa |
| 12. Grenada | 35. Sri Lanka |
| 13. Guyana | 36. Swaziland |
| 14. India | 37. Tanzania |
| 15. Jamaica | 38. Tonga |
| 16. Kenya | 39. Trinidad & Tobago |
| 17. Kiribati | 40. Tuvalu |
| 18. Lesotho | 41. Uganda |
| 19. Malawi | 42. Vanuatu |
| 20. Maldives | 43. Western Samoa |
| 21. Malta | 44. Zambia |
| 22. Mauritius | 45. Zimbabwe |
| 23. Namibia | |

Appendix 3

Details Required for a Standard Permission Form for Third Party Materials Before or After a Transfer Arrangement

The user's or producer's national copyright office for details of legislation; it may also have samples of request forms. We have restricted this form to printed materials; if its use is extended to other media, for example, audio, video or electronic materials then the details will require changing. In principle, the same guidelines are followed identifying what material is to be used, where it comes from, and how it is to be used.

When the copyright holder's standard form is returned, the clauses should be checked. Details of payment terms and conditions will also be specified, and payment is likely to be due on publication or presentation date. A system should be set up that ensures timely payment is made, and on a recurring basis if it is on a per copy or per capita basis. The copyright holder may need to raise an invoice for each transaction. Payment may need to be made to the copyright holder in local currency. If permission is denied, then the materials need to be rewritten to accommodate this. If one copyright holder restricts permission for an essential item within an anthology, for example, then the permission for all items must be revised to match, and details for continuing use included.

Permission to Reprint

To:

[Publisher, author, copyright holder]

Address:

[Address, and contact person details if available, with continued copyright clearance information on sources will be built up and contact directly with individuals is preferable.]

Permission is requested to reproduce in print form:

[Article, chapter, picture, table, and all details of where previously published including author, publisher, ISBN, edition, publication date, numbers of pages.

[If permission to reproduce a large percentage of material from a single publication is requested, then it is likely that permission will be denied.]

Title of publication:

[Title of course, and course component for which clearance is requested, for example, SS103: Social Science Foundation, study guide or course reader.]

Previously published as:

[If this is re-clearance following a transfer arrangement, where, how and under what name the work was previously used should be included.]

Language:

[English or the language of translation]

Publisher:

[This will be user or producer institution, or if materials are produced through a separate body, this body.]

Nature of course of study:

[It should be indicated that it is a component of a distance learning package that is given to students as part of their course fee, or sold back to them, or whatever the particular arrangement is. For example, a course reader might be sold back to students. Restrictions here may facilitate permission and reduce costs but will restrict onward use.]

Rights required:

[For example, country, region, Commonwealth countries, worldwide, or for staff and registered students only. The more restrictions, the cheaper and easier permission is likely to be but there will be similarly restricted use of the final materials.]

Proposed publication or presentation date:

[A copyright holder may give permission, but with the condition, for example, that permission has lapsed if publication is not within two years of this date.]

Number of copies required:

[If applying for restricted rights, the cost may be also reduced by specifying the number of copies that are expected to be printed or used over the course's life or on a per presentation basis. This may reduce costs but will increase the administration required to keep permission up-to-date.]

Acknowledgement required:

[The copyright holder will probably want to have precise wording in the acknowledgements section, or alongside the printed item.]

Cost of permission:

[The copyright holder will indicate the terms of permission and payment. If restricted 'students only' rights are requested, and the material is given as part of the student's package, then special consideration may be given.]

Please countersign and return the enclosed copy of this agreement. We would appreciate your reply as soon as possible. If you are not the copyright holder, please forward this request or provide details of the appropriate contacts.

Signature

Name

Title

Signature

Name

For and on behalf of the copyright holder

Date *[month, day, year]*

Appendix 4

Copyright Conventions

There are two major copyright conventions, the Berne Convention and the Universal Copyright Convention (UCC), whose combined memberships include over ninety countries.

Berne Convention

The Berne Convention is the older of the two copyright conventions, being concluded in 1886 and having gone through several revisions since. Originally it was called the *International Union for the Protection of Literary and Artistic Works*.

The Berne Convention calls for minimum standards of protection for original works created in member countries. In order to remain as members, countries must include these standards in their domestic laws.

The main benefit of the Berne Convention is that works originating in any member country are subject to the same protection in all other member countries (referred to as the 'principal of national treatment'). In other words, an author from a member country would be given automatic copyright protection in all other member countries. This way, creators of original works do not have to apply for copyright protection in each country – they are simply granted it as citizens of a member country.

Some countries did not join the Berne Convention because their laws were not in accordance with the Berne Convention conditions.

Universal Copyright Convention

The Universal Copyright Convention bridged the gap between Berne Convention member countries and non-members. The UCC originated in 1955, and provided some formal 'links' with Berne Convention members. The United States was the main original member of the UCC.

The UCC is composed of member countries that must abide by its conditions. However, these conditions are not as legally binding to domestic laws as those of the Berne Convention. The UCC functions in the same way as the Berne Convention, but there is one main difference. In order to secure copyright protection for original works and to give copyright notice to others, UCC members must place three things on their original works:

1. the copyright © symbol;
2. the name of the owner of the work; and
3. the date of publication of the original work.

Once this information is stated, the work will be protected in all UCC countries.

The two conventions are not as independent as first appears. Several countries are now members of both conventions, therefore allowing creators of original works even more protection; for example, the United States adhered to the Berne Convention, effective March 1, 1989.

Glossary

The following definitions are specific to this manual; there will be variations in definition according to context.

Adaptation – occurs whenever something is changed from its original form, or changed from the form in which it was purchased. It includes minor formatting changes, major rewriting, change of physical presentation, change of delivery mechanism, and translation.

Copyright – is the right to control the use of one's own work. Copyright legislation protects creators and owners of original material by making it illegal for others to use it without their consent.

Credit bank – is a record of credits obtained by individuals for the purpose of qualifying, for example, for a Commonwealth award.

Credit equivalency register – is a record of agreed equivalencies between courses and programmes of particular institutions.

In-house materials – are original materials belonging to the producer. The institution can create its own materials, hire someone to create material on its behalf, or buy the rights to original materials created by someone outside the institution. The institution then determines how the materials can be used.

Intellectual property – is any 'intellectual' material belonging to the original creator. It is the form and structure in which an idea is presented, such as how a novel is written (the words, the characters). If a writer is developing material for a producer, the terms of his or her contract must determine who 'owns' the final product – the intellectual property. The institution usually will own intellectual property rights as part of the terms of employment if the writer is in-house. Intellectual property rights must be clarified before any work begins.

Licences – in a licensing agreement, the owner licenses the copyright, temporarily allowing another party to use the work. A licence may be exclusive in that only one party may use the

material. Licences can also include general permission to use the work, so that several parties may benefit from it.

Third party materials – originate outside the producer. For example, a course may include a collection of materials written by various authors who form the 'third party'. Some major producers regularly clear materials for worldwide use, and this will be reflected in the price. However, not all producers do so. In these cases, users should be notified. If users wish to use third party materials for purposes other than those cleared by the producer, then they must get permission from the third party themselves or the producer must for them. Adaptations and translations fit this category.