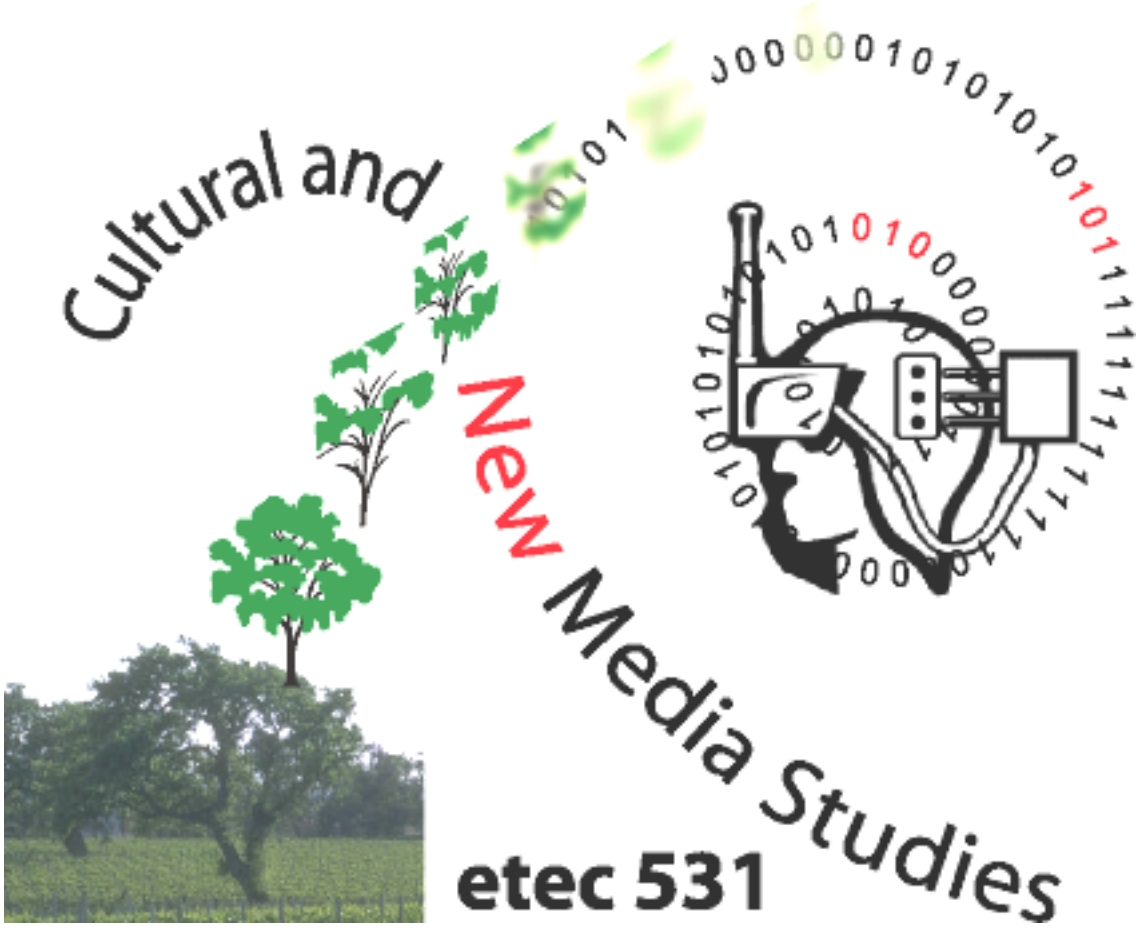
Copyright



Primer

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2014
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Copyright for New Media Users & Producers

As we prepare media productions, it is imperative that we have a working knowledge of intellectual property rights (IPRs) law (e.g., copyright, trademark) and its limits in cyberspace. There are serious challenges of digital property to IP law. This is an exciting time because many argue that current IP laws are not necessarily applicable to digital property and cyberspace. This is the position of the Electronic Frontier Foundation.

What is a copyright? A copyright is actually a bundle of rights:

Copyright— A Bundle of Rights

- **Reproduction**— the right to create identical or near identical copies of the work.
- **Adaptation**— the right to create derivative works, such as abridgements, translations or versions in a range of media (book to movie to video to CD to on-line game)
- **Distribution**— the right to make the first sale of each authorized copy of the work.
- **Performance**— the right to present, recite, play, act or publicly perform the work.
- **Display**— the right to publicly show the work, by means of film, radio, TV, WWW or other device.
- **Moral**— the right to the integrity of the work and the right, where reasonable, to be associated with the work as its author by name or under a pseudonym and the right to remain anonymous.

What is covered by a copyright?

- Written works, computer programs, etc.
- Dramatic works, films, videos, etc.
- Musical works, compositions, songs, etc.
- Artistic works, drawings, paintings, photos, etc.
- Performances, dance, etc.
- Communications signals
- Sound recordings, records, cds, dvds, mp3s, etc.

For a good overview of copyright issues for teachers, download and read Diotalevi's article (http://www.webpages.uidaho.edu/~mbolin/diotalevi.pdf) or read online http://www.webpages.uidaho.edu/~mbolin/diotalevi.html to get a conceptual sense of the issues as well as some details. It's oriented toward US law but the concepts are transient. Noel's *Copyright Matters!*, on the Council of Ministers of Education's website is also excellent for Canadian teachers (http://cmec.ca/Publications/Lists/Publications/Attachments/291/Copyright_Matters.pdf). The Association of Universities and Colleges of Canada's guide, *Copying Right*, is also very helpful (http://www.aucc.ca/policy-issues/copyright/).

UBC graduate students are encouraged to familiarize themselves with the *Intellectual Property Guide* on the Faculty of Graduate Studies website https://www.grad.ubc.ca/intellectual-property-guide, Information Technology Appropriate Use Policy #104 (http://universitycounsel.ubc.ca/policies/policy104.pdf) and the UBC Copyright page (http://copyright.ubc.ca), which basically refers to Copyright licensing (see #1 below). This is cyberspace and IPRs are messy— but herein are general guidelines for **licensing, fair dealing** and **fair use, academic exception,** and **public domain** to consider. Keep in mind that copyright

laws contain clauses to protect both owners' and users' rights, but most argue that the weight of protection is heavily placed on copyright owners. The Supreme Court nevertheless tries to balance the rights, as in *Théberge v. Galerie d'Art du Petit Champlain* (2002):

> The [Canadian] *Copyright Act* is usually presented as a balance between promoting the public interest in the encouragement and dissemination of works of the arts and intellect and obtaining a just reward for the creator…. The proper balance among these and other public policy objectives lies not only in recognizing the creator's rights but in giving due weight to their limited nature.

Access Copyright, which was previously called CanCopy, provided licensing agreements for schools and universities, including UBC (http://www.accesscopyright.ca) until the end of 2010. The licensing agreement with Access Copyright basically covered use of resources not included in the 950 agreements with publishers and others through the Library system. At that time, given an increase in annual cost of the agreement and redundancy given Library licenses for works, most Universities opted out of the agreement with this Licensing agency. This also followed a the landmark *Alberta Ministry of Education v Canadian Copyright Licensing Agency [Access Copyright]* decision by the Supreme Court. Access Copyright licenses dictate the use of materials for classroom use and defined "fair dealing" (see #3 below) for general research purposes. These licenses provide for the distribution of royalties to authors and publishers protected within the license agreements. The Access Copyright license provided the following parameters:

- **VOLUME:** No copying shall exceed 10% of a published work or the following, whichever is greater: an entire chapter which is 20% or less of a book; an entire newspaper article or page; an entire single short story, play, poem, essay or article from a book or periodical issue containing other works; an entire single item of print music from a book or periodical issue containing other works; an entire entry from an encyclopedia, dictionary, annotated bibliography or similar reference work; an entire reproduction of an artistic work from a book or periodical issue containing other works.
- **EXCLUDED WORKS:** The licence does not cover: Crown publications; most print music; works intended to be used and replaced, such as workbooks; letters to the editor and advertisements in newspapers, magazines or periodicals; publications containing commercially valuable proprietary information, such as newsletters; works on the exclusions list (a copy is available from your institution's administration); works containing a notice expressly prohibiting copying under license with a Reproduction Rights Organization.
- **NUMBER OF COPIES:** The licence authorizes making one copy for each student in a class and two for each professor. It also authorizes the institution to make copies for administrative purposes.
- **PROHIBITION AGAINST SALE:** The sale of copies is prohibited unless reported and paid for through the institution.
- **AUTHORIZED USES:** The agreement authorizes making copies for the purposes of education or recreation only. It does not extend to copies made for use in association with political activities or commercial products or services (Access Copyright, 2005).

The 10% algorithm or rule was helpful in determining a volume of a work for the "fair dealing" clause of the *Copyright Act.* However, UBC no longer has an agreement with Access Copyright. So, we are on our own to interpret and apply. Between *Alberta MoE v Access* and the *Canadian Modernization Act*'s (http://www.parl.gc.ca/HousePublications/Publication.aspx?Language=E&Mode=1&DocId=5697419) passage into law on 7 November 2012, we now have a much clearer sense of fair dealing.

> The fair dealing exception, like other exceptions in the *Copyright Act*, is a user's right. In order to maintain the proper balance between the rights of a copyright owner and users' interests, it must not be interpreted restrictively. As Professor Vaver… has explained… : "User rights are not just loopholes. Both owner rights and user rights should therefore be given the fair and balanced reading that befits remedial legislation.

Canada's Copyright Act contains a "fair dealing," clause (http://strategis.ic.gc.ca/sc_mrksv/cipo/cp/copy_gd_protect-e.html#6). This is similar to the US's fair use clause but less clear and perhaps more restrictive. According to the *Copyright Act*,

> fair dealing for the purpose of research, private study, education, parody or satire does not infringe copyright. Fair dealing for the purpose of criticism or review does not infringe copyright if the following are mentioned:
>
> (*a*) the source; and
>
> (*b*) if given in the source, the name of the
>
> (i) author, in the case of a work,
>
> (ii) performer, in the case of a performer's performance,
>
> (iii) maker, in the case of a sound recording, or
>
> (iv) broadcaster, in the case of a communication signal.
>
> (http://laws-lois.justice.gc.ca/eng/acts/C-42/page-18.html#h-26)

The *Legislative Summary* of Bill C-11, the recent amendment to the *Act*, explains the fair dealing exception as follows:

> Part III of the *Copyright Act* addresses infringement of copyright and moral rights as well as exemptions and exceptions to copyright protection. The Act provides that any "fair dealing" with a work for purposes of private study or research, or for criticism, review or news reporting is not infringement. However, in the case of criticism, review, or news reporting, the user is required to give the source and the author's, performer's, sound recording maker's or broadcaster's name, if known. The line between fair dealing and infringement is a thin one. There are no guidelines that define the number of words or passages that can be used without permission from the author. Only the courts can rule whether fair dealing or infringement is involved. (http://www.parl.gc.ca/About/Parliament/LegislativeSummaries/bills_ls.asp?ls=c11&Parl=41&Ses=1)

So, with the caveat that "only the courts can rule whether fair dealing or infringement is involved," interpret this as necessary. The best summary of the *Copyright Modernization Act*, which cast a wider fair dealing net in the *Copyright Act*, is the post at Canadian Technology & IP Law (http://www.canadiantechnologyiplaw.com/tags/fair-dealing/):

> **Education exemptions.** Provisions have been added to the *Copyright Act* to make it legal for students at schools and higher learning institutions to download copyrighted information for the purpose of study and research. The provisions permit schools to transmit materials used in classrooms to students located off-campus to facilitate learning, as long as the material is restricted to students. In addition, teachers and students are allowed to use copyrighted material in lessons conducted over the Internet. This applies both to teachers and students in a physical classroom and those who may be viewing recordings of the lessons over the Internet at a later time. Teachers can also digitally deliver course content to students, subject to fair compensation to copyright owners.

To facilitate curriculum design, teaching and academic criticism, as well as free expression, the "fair use" and "fair dealing" US and Canada copyright law are essential (*US Copyright Act*, 2005, Section 107; *Canada Copyright Act*, 1997, Part III). The *US Copyright Act* (1994) states, with limitations, that a copyrighted work used "for purposes such as criticism, comment, news reporting, teaching (including multiple copies for classroom use), scholarship, or research, is not an infringement of copyright" (Section 107) (see also US Copyright Office, 1998; US Circular 21 http://www.copyright.gov/circs/circ21.pdf). Limitations are placed on the type and volume of materials used from single sources, and the frequency of use of the materials. In Canada, teachers can legally make multiple copies of copyrighted materials by working within the parameters established by the fair dealing clause. Fair use and fair dealing require that the source of materials be noted, works are attributed to authors, and integrity of the works are preserved (Noel, 2005). Teachers can freely use works that are in the public domain, as works wherein copyright has expired or made accessible through an author's intentional assignment to the public domain and licensing schemes such as the Creative Commons or copyleft. (US Circular 21 http://www.copyright.gov/circs/circ21.pdf)

By understanding the nature of a copyright as a bundle of rights and the fair use exception, students and teachers empower their user rights. But what of their owner rights as creators? Does a teacher own the work he or she creates for the everyday curriculum of the classroom or online course?

Only during the past two decades of a digital transformation of for-profit education and the mass distribution of courseware did course ownership and copyrights become an issue. Traditionally, a moral or tacit contract granted course ownership to instructors who created the course materials. Although a legal case could be made from this historical precedent, the more obvious legal grounds are in copyright law. In Canada and the United States, the creator of a work is automatically conferred a copyright for the work, whether academic, artistic, or literary. One caveat is the "work for hire" clause of copyright law. In the case of teachers, administrators could claim that the school or university owns the copyright for courses created under "work for hire" conditions, which would translate into incentives such as stipends and stipulations for copyrights.

Researchers, whether as author or editor, have long been able to publish their work as free agents, and this speaks to the public trust given to academic research. This is protected by *academic freedom*. However, this public trust is voided when an academic is drawn into an online course IPR contract, or enters into "work for hire" and publishing contracts— the author is then working for a publisher. Most organization's employees are typically considered to be engaged in "work-for-hire" arrangements (e.g., Apple programmers), which covers "a work prepared by an employee within the scope of his or her employment." In Canadian and US copyright law, academics have long been entrusted with the copyright for their research articles and their course materials. This is known in copyright law as the "teacher's exception" or "academic exception," and it has withstood challenges in the courts. In the case of a researcher, it recognizes that a scholar's research is self-directed, and owes more to free inquiry and the public good than to the direct revenue of the institution employing the researcher.

Excluding the possibility of "work-for-hire" contracts, copyright for academic works, such as courses and course materials, created within the normal scope or conditions of employment belongs to the author. In order to gain control over distribution rights for online courses, schools and universities have attempted to "unbundle" course copyrights. Unbundling means that the creator of the work transfers certain components of a copyright, such as distribution rights, to an employer or publisher for instance, and retains other components, such as moral rights. Unbundling necessarily introduces legal contracts into the course development process. For a good analysis of the academic exception, see http://ojs.library.ubc.ca/index.php/workplace/article/view/182188/182196.

There is no such thing as "international copyright law." However, there are copyright agreements that are binding among many countries. Nonetheless, works copyrighted in Canada have no guarantee of protection in other countries, and vice versa. There are agreements but still, no guarantees of enforcement. Signatories of international conventions subscribe to articles therein yet apply them differentially. For example, UNESCO's Universal Copyright Convention prescribes that governments ought to honour the rights and protections for works from other countries. Likewise, the Berne Convention (1886/1971), administered by the World Intellectual Property Organization, identifies 38 articles for the protection of works across borders (http://www.wipo.int/treaties/en/ip/berne/trtdocs_wo001.html). The agreements protect works across borders, meaning that a Canadian author whose work is used in the US will have the same copyright protection as a US author. A Chinese author whose work is used in Canada will enjoy the same protections as a Canadian author in Canada. Cyberlibertarians remind us that that borders and jurisdictions are thrown into question in cyberspace. Nevertheless, for Canadian works in Canada, you must abide by the *Canadian Copyright Act*.

Open Access, Knowledge and Copyright

One of the most contentious issues in cyberspace is digital property, or more formally intellectual property rights (IPRs). The commercialization of the public sector and the commodification of knowledge— two forces of globalization— are matched by a heightened sense of rights (e.g., economic, human, legal, trade related, etc.) to public knowledge and digital property. Theorists and practitioners of cyberspace are challenged to come to terms with new demands on public knowledge or digital property. Copyright law has attempted to accommodate cyberspace by merely calling it a conveyance— another shell or (form)at— for the content of expression. For example, copyright law extends ownership, distribution and reproduction rights for music copied from record to tape to CD to MP3. Extension of copyright is one thing; protection is something entirely different. As John Perry Barlow has asked, if digital property can be "infinitely reproduced and instantaneously distributed all over the planet without cost, without our knowledge, without its even leaving our possession, how can we protect it?" Never mind that it's 13 year-old kids who can do the reproducing and distributing. It is questionable whether copyright law can hold in cyberspace— the game has changed too much for mere accommodation and extension. In higher education, for example, faculty and administrators risk bargaining over a law made for physical, not digital, property. We are challenged in this complex era to rethink the ownership of digital property and controls on rights to public knowledge.

While the ease of reproduction of documents, audio or video clips and images is contentious, the ease in which digital content can be altered or forged is equally contentious. Documents are easily revised, photographs easily altered and audio or video easily remixed with relatively basic software applications. Digital property can be easily reproduced, but it can also be easily rearranged, reconstructed and recycled. Mechanical reproduction may have challenged theorists such as Benjamin in the 1930s but it's digital reconstruction that challenges today's theorists. Recording companies and musicians are not the only parties concerned. The international trade in term papers and essays has educators scrambling to find preventive measures. Digital theorists note that the preventive measures are too little too late. We cannot contain digital data the way we were able to with analog data. Not only have the rules of the game changed; the game itself has changed.

The ease of the reproduction and reconstruction of digital content intensifies the problem of censorship. Although countries with robust constitutions and charters of rights and freedoms protect freedom of expression or speech, censorship has threatened to encroach into the vast regions of cyberspace. Cyberlibertarians take a hard line stand against any interference with civil liberties in cyberspace, especially when it comes to freedom of expression. Even moderate netizins advocate against censorship in cyberspace making the issue of free speech and digital content a delicate one to say the least. When the Ontario courts ruled favourably on equal marriage rights on 10 June 2003, a number of gay and lesbian couples took advantage of the opportunity to have a legal marriage ceremony and license. Among the first couples were Michael Leshner and Michael Stark, who were married on the day of the ruling in a ceremony conducted by a justice of Ontario’s superior court. Driving in from the US, Beth Hayes and Pam Trainor were married three days later. Photos of some of the first gay and lesbian couples to legally marry in North America were championed on GBLTQ (Gay-Bi-Lesbian-Trans-Queer) web sites as well as pictured on the dozens of homophobic sites across the world. Cyberhate sites

merely reproduced digital copies of the GBLTQ photos. Cyberhate, like pornography, tests rights to free speech to its very limits. The Ku Klux Klan posted the first cyberhate site in 1995 and cyberwatch groups now estimate that there are over 2,000 cyberhate sites, with about 300 that are posted and shut down each day. Civil liberties groups advocate for rights to free speech and against censorship, noting that cyberspace provides a public forum for fighting back that is not always available in real life. What do you think?

Open access is one response to the challenges of digital property. Open access basically refers to the sharing of knowledge in all of its manifestations and expressions. Open access enthusiasts have negotiated copyright through two approaches: self-archiving and open access publishing. OA self-archiving means posting or circulating pre-publication or post-publication files, often in central databases. OA publishing means that authors publish in open access journals that make their knowledge freely accessible online immediately at the point of publication. The Budapest Open Access Initiative provides a template for OA while the Open Society Foundations provides legal, political, and philosophical support. The Budapest Open Access Initiative defines OA as follows:

> By 'open access' to this literature, we mean its free availability on the public internet, permitting any users to read, download, copy, distribute, print, search, or link to the full texts of these articles, crawl them for indexing, pass them as data to software, or use them for any other lawful purpose, without financial, legal, or technical barriers other than those inseparable from gaining access to the internet itself. The only constraint on reproduction and distribution, and the only role for copyright in this domain, should be to give authors control over the integrity of their work and the right to be properly acknowledged and cited.

The following resources related to the issue of digital property are helpful:

1. Lawrence Lessig's *Free Culture* is an extremely insightful analysis of the challenges of digital property to copyright and IP law (http://www.free-culture.cc/). The two available videos on the Free Culture website are also great resources. Search the web for Solum's review, titled "The Future of Copyright," for a good analysis of Lessig's book.

2. Many of the issues of digital property revolve around Peer-to-Peer (P2P) file sharing. P2P and sampling are just two common activities that have run up against copyright laws. What are your views on P2P and sampling? Kembrew McLeod's book, *Freedom of Expression*, addresses these activities and their discontents. Download the book for your research (http://kembrew.com/books/).

3. Have you ever uploaded or downloaded a music mp3? Were you breaking IP law or merely stretching the law? Were you acting out of desire or exercising your Consumer Technology Bill of Rights? Have you formed a philosophy on digital property? Napster (P2P application and website) transformed the way we dealt with digital music files but was ordered to shut down business in 2001. However, P2P applications such as Gnutella (Linux & Windows) and Limewire (Mac) replaced Napster and provide the ease in downloading mp3s that Napster aspired to. Limewire was shut down with a similar injunction in 2010 (http://www.limewire.com/en/).

4. Browse some key digital property web sites, and some of the resources provided in the resource section of this module. Start with the Canadian IP Office for an example of copyright terms and laws (http://www.cipo.ic.gc.ca/eic/site/cipointernet-internetopic.nsf/eng/Home). In Canada, a copyright is granted to authors and extends to 50 years after the author's death.

1. Public Domain refers to works made accessible either because copyrights have expired or authors have chosen to waive their copyrights. In cyberspace, you will find dozens of cybraries with books, images and rich media that are in the public domain. These are great resources for your media productions. Copyright loopholes and expirations are some of the ways in which digital property makes its way into the Public Domain (http://fairuse.stanford.edu/Copyright_and_Fair_Use_Overview/chapter8/8-a.html). Now go to Barlow's "The Economy of Ideas," which he published in Wired. For an alternative view of copyrights and digital property (http://www.wired.com/wired/archive/2.03/economy.ideas.html).

5. One force of the open source movement is oriented toward the sharing of software code. The Free Software Foundation, part of GNU, is at the heart of this movement, as is Linux International (http://www.fsf.org/) (http://www.li.org/). Mozilla is a good example of the fruits of the open source movement. MIT's Opencourseware initiative is a creative example of higher education's approach to open source (http://ocw.mit.edu/index.html). For open source applications see the Open Source & Education site (http://www.cust.educ.ubc.ca/wstudents/TSED2/opensourced/).

6. Creative Commons (http://creativecommons.org) offers progressive solutions and deeds for the challenges of P2P, open knowledge, sampling and general file sharing. Browse the Creative Commons web site for a sense of how these solutions work or challenge digital property.

7. For open access, see the Budapest Open Access Initiative (http://www.soros.org/openaccess) and the Open Society Foundations. The Public Knowledge Project (http://pkp.sfu.ca/) promotes open access through open journal systems and other applications.

8. Keep track of and credit your re/sources in media productions, as is protocol in academic work. Provide a slide or rolling credits of your sources.

Technology and New Bills of Rights

We commonly speak of human rights, children's rights, the rights of women, worker's rights, civil rights, aboriginal rights, disability rights, the rights of the downtrodden of the world or economic welfare rights, gay and lesbian rights, animal rights and environmental rights. New bills of rights issue from the invasive and pervasive characteristics of a convergence of new technologies and corporate formations: consumer's rights, new technology rights for workers, digital technology user's rights, traditional knowledge rights and various trade related economic rights. For some, such as Glendon (1991), we speak of rights much too casually. Nevertheless, as the scale and scope of technology becomes increasingly invasive and pervasive, the interrelations between technology and the full range of rights become more pronounced. In many ways, the new stream of rights protects people from further incursions of technology into their lives— they buffer against globalisation and the convergence of new technologies with the ways and means of capitalism. Today, individuals and rights-watch groups are vigilant about technological infringements on rights. Whereas in the past technology may have had indirect effects on rights, today those effects are direct. Every group of rights, from inalienable rights or individual rights to human rights or the social contract and moral rights, is in some way affected by technology.

The Digital Consumer's Bill of Rights, for example, was crafted in response to encroachments on rights to privacy, and rights to freely generate, use and share information. This bill is the consumers' solution to the U.S.'s Digital Millennium Copyright Act (DMCA) and the Sonny Bono Copyright Term Extension Act (CTEA), both of which are overly sympathetic to corporate intellectual property (IP) rights. President Clinton signed the DMCA into law in 1998 but enforcement has been nearly impossible in most jurisdictions of web access. The DMCA attempted to shore up the ownership of digital property for large lobby groups, such as the music recording industry. The CTEA was also signed into law in 1998, effectively adding twenty years of copyright protection for works produced prior to 1976. Critics dubbed it the Mickey Mouse bailout bill because it coincided with the year that Disney's Mickey Mouse copyright would have expired. The CTEA added another twenty years to Disney's most coveted copyright.

Copyright lawyers have attempted to accommodate cyberspace by merely calling it a conveyance— another shell or format— for the content of expression. For example, copyright law extends ownership, distribution and reproduction rights for music copied from record to tape to CD to MP3. Extension of copyright is one thing; protection is something entirely different. As John Perry Barlow (1994, p. 1) has asked, if digital property can be 'infinitely reproduced and instantaneously distributed all over the planet without cost, without our knowledge, without its even leaving our possession, how can we protect it?' One issue implicates disability rights: If virtual spaces are not 'brick and mortar' spaces, can accommodation laws extend to cyberspace (Blank and Sandler, 2003)? Another issue is that the forces of globalisation, the DMCA and CTEA are matched by the uncontainability of digital property along with a heightened sense of rights (e.g., economic, human, legal, trade related, etc.) to public knowledge and IP.

Digital Consumer Bill of Rights

http://www.digitalconsumer.org/bill.html

1. **Users have the right to "time-shift" content that they have legally acquired.**
This gives you the right to record video or audio for later viewing or listening. For example, you can use a VCR to record a TV show and play it back later.

2. **Users have the right to "space-shift" content that they have legally acquired.**
This gives you the right to use your content in different places (as long as each use is personal and non-commercial). For example, you can copy a CD to a portable music player so that you can listen to the songs while you're jogging.

3. **Users have the right to make backup copies of their content.**
This gives you the right to make archival copies to be used in the event that your original copies are destroyed.

4. **Users have the right to use legally acquired content on the platform of their choice.**
This gives you the right to listen to music on your Rio, to watch TV on your iMac, and to view DVDs on your Linux computer.

5. **Users have the right to translate legally acquired content into comparable formats.**
This gives you the right to modify content in order to make it more usable. For example, a blind person can modify an electronic book so that the content can be read out loud.

6. **Users have the right to use technology in order to achieve the rights previously mentioned.**
This last right guarantees your ability to exercise your other rights. Certain recent copyright laws have paradoxical loopholes that claim to grant certain rights but then criminalize all technologies that could allow you to exercise those rights. In contrast, this Bill of Rights states that no technological barriers can deprive you of your other fair use rights.

Digital Technology Users' Declaration of Rights

Introduction
In response to the relentless encroachments we are suffering to our right to privacy, and right to freely generate, use and share information, this Declaration of Rights has been written.

This Declaration is put forward as the users' answer to the infamous 'Digital Millennium Copyright Act', signed into law in 1997 by President Clinton, and enforced in most jurisdictions in which internet access is available.

With some effort and organisation, governments can be lobbied to enshrine these rights into law.

Note - this Declaration aims at a level of completeness. One price paid for this completeness is a level of redundancy and tautology, which the author hopes will not unduly annoy the reader.

Disclaimer
This document is not intended to suggest in any way that users should be free to evade paying for software which they are using.

However, there are situations where software authors seek to impose unreasonable restrictions on users' free enjoyment of software and other digital content, and/or interfere with users' ability to make reasonable pre-purchase evaluation of digital Content. It is to address and rectify such situations that this Declaration has been written.

Definitions
Within this document, I will be using some common words and phrases with a meaning which may be ambiguous, or may differ from common interpretation and usage.

This section spells out the exact meaning with which certain words and terms are used within this document.

Storage Media
Any hardware component which is capable of storing any kind of information or digital material. This includes, but is not limited to, hard disks, floppy disks, random access memory, flash memory, read-only memory, modular memory (eg compact flash cards, 'Secure Digital' cards), removable media (eg compact disks, digital video disks). This does not include any information - text, graphics, audio, video, program codes etc which are present on such media.

Content
Any information which can be stored within and/or retrieved from storage media. This includes text, images, audio, program codes and all other data.

Computer System
Any physical apparatus which contains one or more microprocessors. This includes personal computers, computer peripherals and other accessories, video game consoles, and any stereo

systems, televisions, video recorders, DVD players and any other domestic appliances in which one or more microprocessors are present.

User, Users
A person who, by virtue of sale, trade or gift, is in lawful possession of one or more Computer Systems.

1. Storage Media

1.1. Right to Know

- All users have the right to know the entire contents of all storage media on their systems, and all physical storage media to which they have the right of possession.
- All users have the right to use, create and freely distribute any software and other information which may aid them in knowing the contents of their hard disks, and rendering these contents intelligible

1.2. Right to Alter

- All users have the right to change existing content resident on all storage devices on their own systems, to change the format in which that content is stored on such storage devices, to change the structure of such content, to add new content and delete existing content as desired.
- All users have the right to convert any content present on their storage devices from one format to another as suits their needs
- All users have the right to delete any Content present on Storage Devices within their posession where such Content contradicts the user's wishes

1.3. Right to Backup

- All users have the right to duplicate any and all content present on storage media within their possession for the purpose of making backup copies. Users have the right to create these backup copies in the same form as, or in a different form to, the original content.

2. Content Flow

- All users have the right to be fully aware of all content flowing **within** their Computer Systems, **into** their computer systems from the Internet, **out** of their computer systems into the internet, and **between two or more** computer systems physically present at one location, eg a Local Area Network
- All users have the right to possess, use, create and distribute software which can make the flow of media intelligible.
- All users have the right to intervene in the operation of software resident on their computer systems; to prevent certain information flows, to introduce new information flows, and to alter existing information flows as desired.

- For example, users have the right to intercept TCP/IP connections from a piece of software to a software vendor's server machine (or a third-party marketing company's server machine), and suppress personal information from being transmitted to that server. Users also have the right to block such communication from taking place at all, and/or to modify the software so that this software does not limit its usability due to the blockage of this information flow.

3. Structure and Configuration of Hardware

- All users have the right to modify all digital and analogue hardware within their lawful possession. This includes techniques such as: Adding 'mod-chips' to computer game consoles, Adding, changing and/or removing any hardware, for the purpose of enjoying full access to a computer system, Modifying hardware for the purpose of making backup copies of content accessible

4. Right to Privacy and Encryption

- All users have the right to possess, use, write and distribute encryption software.
- All users have the right to apply encryption software to render unintelligible to others any Content residing on Storage Media within their Computer Systems, flowing within their Computer Systems, or to or from other Computer Systems or the Internet.
- All users have the right to modify, disable or delete any software residing on their Computer Systems which monitors the user's activities.

5. Right to Reverse Engineering

- Users have the freedom to decompile, analyse, and in any way reverse-engineer any Content residing on Storage Media within their possession.
- Users have the right to combat and defeat any technological measures present in any software or hardware which seeks to restrict the user's full freedom of usage. For example, users have the right to use, create and distribute 'serials numbers', 'cracks', 'patches' etc for the purpose of learning about programming techniques, also for the purpose of gaining the ability fo fully evaluate a piece of 'shareware' or 'demoware' in a way which would not be possible with these technological measures intact.
- Users have the right to convert to **any** format any content which is present on Storage Devices in their possession

6. Right to Free Expression

- Users shall not be restricted from communicating what they understand to be the truth about any matter. This includes, but is not limited to, the right to communicate 'benchmarks', security weaknesses, and other performance and functionality issues of a piece of software or hardware, or honestly-formed opinions as to the nature or conduct of any company, person, organisation or government.

7. Right to Inter-Operability

- Users have the right to initiate flow of Content between two or more pieces of Software and/or Storage Media of their choice. For example, users shall not be bound by EULA conditions in one piece of software which demand that this software not be used in conjunction with any other piece of software.

8. Right to Develop Software

- Users have the right to design and implement software of any kind as they see fit. For example, users shall not be restricted from writing software which uses the Microsoft Foundation Classes, and competes with Microsoft products.
- Users have the right to create, use and distribute software which assists them, or any other user, in defending the Rights listed in this Declaration

9. Audits and Disclosure

Users shall under **no** circumstances be required to:

- Disclose to any other party the contents of any Storage Media in their possession
- Surrender possession of any Computer System or Storage Media
- Allow any other party to gain physical access to a user's Computer System or Storage Media
- Allow any other party to gain remote or network access to a user's Computer System or Storage Media

10. Limitation in Scope of End User License Agreements

- Users shall not be bound by any provisions in End User License Agreements in software or any other Content, or by Provisions within any other form of legal agreement, which contradict any of the above provisions in this Declaration of Rights.

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