



**CONTENT &
LEGAL**

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- **Content creation, sourcing and finding**

- Deciding what to include in original content
- Deciding if you need expert contributions
- *Sourcing experts if you don't know any*
- Finding good content (how to search effectively)
- Selecting the right content from search results



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- **Written Content structure - the text**
 - Writing for the web
 - Literacy of your users
 - Tone of voice
 - 1st person or 3rd person



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- **Written Content structure - the text**
 - Chunking your content
 - Using headers, paragraphs, block quotes and bullet points
 - When to make a new webpage
 - How to provide sources and permissions

how much does each piece of content relate to the previous piece and to the next piece



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◦ Images and other media

◦ *Images*

- Sourcing
- Choices
- Technical issues

◦ *Video*

- Making your own
- Using what's available
- Vimeo & YouTube
- Other sources

◦ *Audio*

- Making your own
- Using what's available
- Audioboom
- Soundcloud
- Podcasts



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- **Legal - being compliant with content and privacy**

- Personal data
- Institutional policy
- Public/open access
- Intellectual property
- Permissions
- Risk
- Responsibility



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◦ **The Creative Commons and Open Access**

- What the Commons is
- How the licences work
- How they work in relation to university policy
- How they work for student contributions
- Open Access journals and books
- The Knowledge Commons
- Other resources

<http://smartlearning.netfarms.eu/content-copyright/>



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- **Example**



Copyright and Intellectual property

<https://goo.gl/nuwgTm> (closed Google group but you can apply to join)

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



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○ Example



At <https://www.klascement.net/?hl=en> teachers from primary and secondary education have already shared thousands of self-made lessons, documents, manuals, presentations.

They share these resources under a CC BY license.

Suppose a teacher who shared 20 items under CC BY asks us to have her name removed out of the database. This means we have to remove her name on the page where other teachers can download her content. So they don't know the name of the author anymore.

But she shared under CC BY, so if those downloaders want to remix and reshare, they have to mention the name of the original author. But that name is removed because of GDPR-law in Europe

At the World OER Congress in Ljubljana Cable told me – if I remember well – that in such circumstances we're allowed to keep mentioning the name but I can't convince our juridical department.

Or maybe there are some other solutions? Any GDPR Expert in the room? Any other European user generated CC BY databases in the room?

<https://goo.gl/nuwgTm> (closed Google group but you can apply to join)

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



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○ Example



Hans, do you recommend or require that attribution details be included in the body of the resources you distribute (e.g. as would be the case on the title page of a book or credits in a video)? If attribution information is not in the resource, then CC:BY becomes difficult once the resource has left the platform that contains this information. If the details are in the resource, then there is less need to store that data in your system.

I suppose that under GDPR, if your contributor wished not to be listed any more you would have to ask her whether she wanted the resources she had contributed to be removed (in the knowledge that they did or did not contain her attribution details).

<https://goo.gl/nuwgTm> (closed Google group but you can apply to join)

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



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○ Example



Let's say in 95% of all resources the attribution is not in the resource.

Also the name of the author is not always in the resource. Teachers just make a something nice and just share it quickly, eg. <https://www.klascement.net/docs/80394/preview/763485/>.

So we mention the name on the page, in the metadata, together with the license, eg. <https://klascement.net/80394/?hl=nl> (temporarily publicly available for this thread)

When uploading, the author answers the CC-questions which results in the logo of the attribution on the page where the resource is shared.

That makes it harder to check whether the attribution follows the resources in remixes and reshares, we know.

So the question here is about the page itself: if he wants his membership/name removed, what about the CC BY license that's needs the name.

<https://goo.gl/nuwgTm> (closed Google group but you can apply to join)

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



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○ Example



The place to start with all such inquiries is with the text of the license itself, since for many CC licenses this resolves the apparent problem immediately. The example which you gave at <https://www.klascement.net/docs/80394/preview/763485/> links to the 2.0 Nederlands Deed: <https://creativecommons.org/licenses/by/2.0/be/deed.nl>. But the deed while a useful summary is not the license. The deed links to the license at <https://creativecommons.org/licenses/by/2.0/be/legalcode>. Or at least that is what should happen, that particular link gives an error. However the license language on this issue should be the same in the Belgium Attribution Share Alike license: which links to this legal code <https://creativecommons.org/licenses/by-sa/2.0/be/legalcode.nl>. The requirement to attribute is in 4.b of the CC By 2.0 licenses but in 4.c of the CC By SA license we are using...

"If You create a Collective Work, upon notice from any Licensor You must, to the extent practicable, remove from the Collective Work any reference to such Licensor or the Original Author, as requested. If You create a Derivative Work, upon notice from any Licensor You must, to the extent practicable, remove from the Derivative Work any reference to such Licensor or the Original Author, as requested." ...

And the definition of Collective Work in English: "Collective Work" means a work, such as a periodical issue, anthology or encyclopedia, in which the Work in its entirety in unmodified form, along with a number of other contributions, constituting separate and independent works in themselves, are assembled into a collective whole. A work that constitutes a Collective Work will not be considered a Derivative Work (as defined below) for the purposes of this License."

The license itself, as far as we can ascertain in the absence of the actual text, requires that when an author no longer wishes to be attributed then you should remove the attribution.

<https://goo.gl/nuwgTm> (closed Google group but you can apply to join)

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



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- **Data Protection**

- Personal data
- Terms and conditions of apps
- Complying with school or university policy
- How to use free apps without disclosing your students personal data
- Storing of 'actual' data - cloud or hard drive?



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- **Data Policy Examples**

- Personal data

- Terms and conditions of apps

- Complying with school or university policy

- *University of Malta copyright policy*

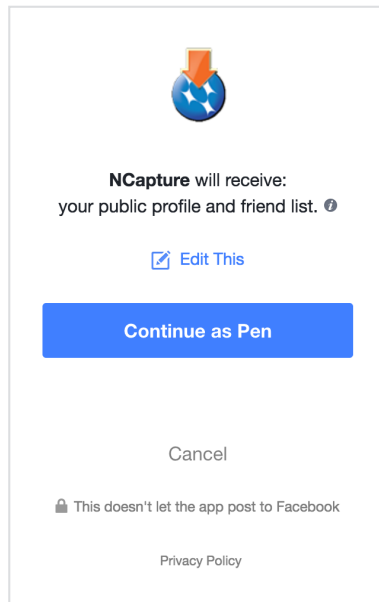
- *Personal Data, the GDPR & ICO guidance*

- (see end of slides for links)*

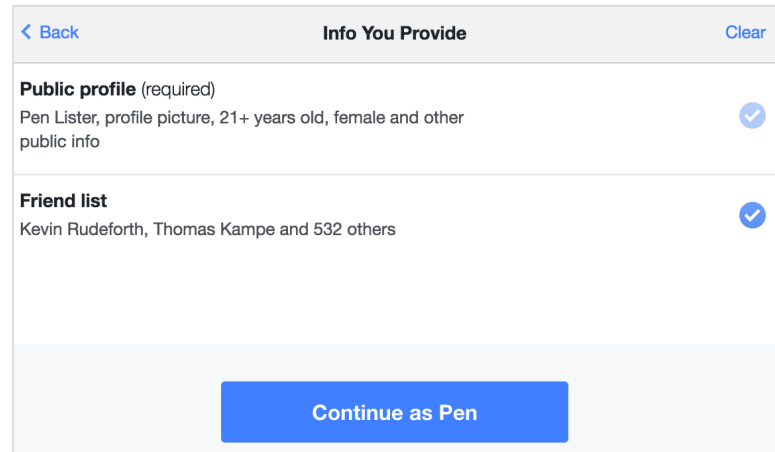


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o App Data Access & Terms Examples



Google Terms (first section)



Facebook/App data sharing

Your Google Account

You may need a Google Account in order to use some of our Services. You may create your own Google Account, or your Google Account may be assigned to you by an administrator, such as your employer or educational institution. If you are using a Google Account assigned to you by an administrator, different or additional terms may apply and your administrator may be able to access or disable your account.

To protect your Google Account, keep your password confidential. You are responsible for the activity that happens on or through your Google Account. Try not to reuse your Google Account password on third-party applications. If you learn of any unauthorized use of your password or Google Account, [follow these instructions](#).

Privacy and Copyright Protection

Google's [privacy policies](#) explain how we treat your personal data and protect your privacy when you use our Services. By using our Services, you agree that Google can use such data in accordance with our privacy policies.

We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act.

We provide information to help copyright holders manage their intellectual property online. If you think somebody is violating your copyrights and want to notify us, you can find information about submitting notices and Google's policy about responding to notices [in our Help Center](#).



<https://policies.google.com/terms?hl=en&gl=uk>

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o App Data Access & Terms Examples

Edmodo Terms (first section)

IMPORTANT! If you are not of legal age to form a binding contract (in many places, this is 18 years old), then you must get your parent or guardian to read these terms and agree to them for you, before you use Edmodo or provide any information to us. Please review this agreement with your parent or guardian so that you both understand how Edmodo works and what restrictions apply to your use of our websites and services. Remember, always get an adult's permission before going online.

TERMS OF SERVICE

Effective date: January 8, 2018

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This is a contract, right?

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<https://www.edmodo.com/corporate/terms-of-service>



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○ Copyright, data and your responsibility

- *Don't identify students by full name if they are minors - anonymous log-ins might be needed*
- *Make sure that free apps aren't full of intrusive spam adware*
- *Discourage or prevent social media sharing for minors (it's illegal)*
- *Use **only** content with copyright licences which permit that use*
- *Find out more about Open Access, OER and Creative Commons content for text, images and video*
- *Find out what your company, school, college or university's policy is for copyright, BYOD, data privacy*

○ *OER = open educational resources*

○ *BYOD = bring your own device*



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○ Background

- **Content copyright and Creative Commons**
<http://smartlearning.netfarms.eu/content-copyright/>
- **UoM IPR policy** (PDF, password required)
<https://www.um.edu.mt/knowledgetransfer/intranet/ippolicy2014>
- **EU GDPR**
<http://webteach.penworks.net/data-is-important-the-gdpr-and-you/>
- **WIPO IP policy database**
http://www.wipo.int/about-ip/en/universities_research/ip_policies/
 - *Example results:* <https://tinyurl.com/yc7lj7lw>
- **Sourcing open access images from Flickr using Bulkr**
<http://webteach.penworks.net/sourcing-open-access-images-from-flickr-using-bulkr/>
- **Internet Archive** <https://archive.org/>
- **Free Music Archive** <http://freemusicarchive.org/>
- **Open Textbook Library** <https://open.umn.edu/opentextbooks/>
- **Wikipedia in Education** https://en.wikipedia.org/wiki/Wikipedia:Education_program

