***POE.UC.28*: Enhance discovery of library collection materials**

• **Contributed by**: Julie Morris on behalf of the Book Industry Study Group (BISG)

• **Full use case description (click to collapse):**

OCLC (Online Computer Library Center, Inc.) is an online library cooperative that seeks to catalog the world’s library records in order to improve awareness of what books and other resources (electronic and print) are available in participating libraries globally. A better method for collecting information describing copyright ownership of and permissions on a given resource, and a standard set of rights data, including standard terms and clear definitions of those terms, is needed in order to provide consistent and accurate information regarding the permissions associated with the resources catalogued in libraries worldwide, including those currently in the WorldCat database and those that are incoming. Currently, rights and permissions information on catalogued materials is often inconsistent, inaccurate and/or incomplete.

• **Requirements**

28.1 Rights data associated with a digital resource should be able to convey the permissions and obligations for library-to-library sublicensing .

[POEWG] Covered by current ODRL

28.2 Metadata describing the allowances and restrictions for a work’s library usage should be able to convey whether and how display of the work for discovery purposes is permissable. .

[POEWG] Clarification required: is this physically how works are “displayed” or related to the discovery of works?

28.3 Data points used to describe the ownership of all subcomponents of a work, including photographs, charts, chapters, excerpts, etc. should be part of the standard rights and permissions data associated with a work.

[POEWG] Covered by current ODRL

28.4 Rights and permissions data should be made openly accessible and machine-readable, via a URI and ideally using RDF triples.

[POEWG] Covered by current ODRL

22.5 It is important to distinguish between permissions conveyed legally, via copyright, from permissions and obligations granted by one party to another. Copyright permissions need not -- and in many cases cannot practically be -- stated in permission and obligation expressions. For example, the doctrine of fair use in U.S. law, which is generally understood to permit small portions of a work to be reproduced, e.g., in a book review, is not codifiable as a set of formal rules or specifications. . The permissions granted and obligations conveyed by copyright would not normally be included in any rights expressions associated with the work, not just because they may overrule those title-specific rights expressions but also because copyright law is different between countries and other jurisdictions, and different jurisdictions have differing positions on whether copyright even applies to digital materials and how it interfaces with terms in license agreements.

***POE.UC.29*: Identify permissions on chapters/ chunks of book content**

• **Contributed by**: Julie Morris on behalf of the Book Industry Study Group (BISG)

• **Full use case description (click to collapse):**

Currently, rights and permissions data is captured primarily at the book product level (typically using ONIX). Publishers large and small would like to take advantage of new content licensing opportunities for chapters, chunks, or other portions of the whole work (such as SharedBook) but often do not have sufficient permissions information to do so. A simple system for assigning permissions to chunks of content is needed, including a standard rights language used to collect permissions information from authors and publishers, along with a standard method for communicating permissions data that is machine-readable and travels with the content (in the EPUB or other electronic file, such as in the metadata embedded in an image file).

[POEWG] Clarification required for all requirements 29.1 to 29.5 below.

ODRL can express rights for any “chunk” that has a URI.

It does not, however, understand that “chunk A is part of chunk B”.

Are you asking for the ability (in ODRL) to maintain these relationships?

Other options (outside ODRL) include POWDER and Annotations Selectors.

We intend to add the Constraint model for Assets, this means that for a given URI, you can constrain to a certain part/feature (maybe relevant for 29.4)

• **Requirements**

29.1 Permissions and restrictions may be associated with a chunk of content, in addition to and different from permissions that are associated with the whole work. For example, the author of an article may convey the right to reuse the content without attribution (e.g., through a Creative Commons license), but that article may contain an image for which permission to reuse must be obtained because the image is licensed from Getty or another stock image provider.

29.2 There must be a way of associating a chunk with the work that contains it, at whatever level within the structure of the work that chunk occupies. For example, a textbook might contain a graphic that is a shareable chunk, but that nested graphic might contain an image that has restrictions on its dissemination and use.

29.3 Permissions and restrictions for chunks of content may be inherited from those associated with the whole work, if specific restrictions for chunks of content are not specified.

29.4 Chunks of content may or may not be identified by the author/publisher, therefore they may or may not carry a standard identifier. It should be possible to associate permissions and obligations information with any chunk of content, whether or not it has a standard identifier.

29.5 It should be possible to provide permissions and obligations statements that apply collectively to a class or group of components within a work.

29.6 The staff of a magazine published by a given publisher may create a website incorporating a video that was used in a website of another magazine previously published by the same publisher, assuming that the rights have already been obtained. That assumption is dangerous. The publisher wants to be able to prohibit such accidental reuse.

[POEWG] This is implementation specific and not related to ODRL expression

29.7 A photo (or other embedded content, such as a video clip) in a news article may contain embedded metadata, including permissions and obligations expressions. For example, the article that contains that image (or other content) may have an embargo that prevents it from being published before a certain date. If that image is extracted from the article, its embedded metadata lacks the embargo information, so it should be possible to pick up that embargo information from the containing article if the contained image (or other content) is also under that same embargo restriction.

[POEWG] This is implementation specific and not related to ODRL expression

***POE.UC.30*: Rights licensing data for e-book subscription services**

• **Contributed by**: Julie Morris on behalf of the Book Industry Study Group (BISG)

• **Full use case description (click to collapse):**

A number of opportunities exist for book publishers to sell works through subscription services, such as Scribd, Amazon Kindle Unlimited, and Playster, but they are unable to take advantage of these services because a consistent method for collecting and communicating subscription rights data has not been adopted within the industry. Subscription information can now be included in ONIX records (the primary book product metadata standard) but not all service providers are capable of accepting ONIX data. (*\*More specifics here*)

[POEWG] For all requirements 30.1 to 30.5 below.

ODRL can currently support time-based permissions, and hence, can support a “Subscription” business model based on an Asset (identifier) that provides content over time.

• **Requirements**

30.1 Permissions data for subscription sales should be associated with each product record (book or other piece of content that carries a unique identifier) for sale by subscription.

30.2 Permissions data may also be associated with a group of products (for example, at the publisher account level).

30.3 Permissions data should include information about how much of a work needs to be read by a given user in order to count for royalty purposes. [I believe this varies per publisher, per type of work, and possibly even per author.]

30.4 A subscription may not be to a particular work, but to a class of works. The availability of a particular work to a particular subscriber may depend on the particular terms of her subscription, or to the number of works from the class she has already accessed, or other parameters not typically associated with individual purchases.

30.5 Subscriptions are typically time-based, and they convey rights of access to publications or portions of publications (e.g. individual chapters, videos, articles) only while a user is subscribed to the service. Such information cannot be permanently associated with the publications because the rights of access may be different for different subscribers and because they change over time.

***POE.UC.31*: Improve internal rights management systems (large book publishers)**

• **Contributed by**: Julie Morris on behalf of the Book Industry Study Group (BISG)

• **Full use case description (click to collapse):**

Most large book publishers have developed their own internal databases/systems for managing rights and permissions information, but in many cases these systems have become out of date and insufficient for tracking the kinds of granular rights data needed to take advantage of new and forthcoming opportunities for content licensing. In addition, in many cases rights departments at large publishing houses are segmented from acquisitions and editorial departments, deepening the divide between the rights information collected for new works and that which is needed—digital assets are not always defined from the point of acquisition. A standard set of discrete permissions data including a variety of digital rights would provide an efficient system for publishers to begin collecting this information. Currently a large amount of revenue is left on the table because of insufficient knowledge of rights held, and lack of an efficient system for collecting and communicating permissions data that incorporates the breadth of licensing models available. A standardized model and vocabulary for expressing permissions and obligations information would facilitate both the management of content licensed from others and the monetization of content licensed to others.

To be clear, this use case does not envision creating a standard for publishers to use as the sole basis for their internal databases/systems; rather, it envisions a standard way of ingesting and outputting rights and permissions information, with which publishers’ internal databases should interoperate.

• **Requirements**

31.1 The rights model and vocabulary should enable a rights holder to express both the permissions and obligations associated with a content object in its present context (e.g., use within a textbook) and the rights able to be conveyed to others (e.g., licensed for use by another publisher).

[POEWG] Covered by current ODRL: ODRL currently supports “nextPolicy” in which downstream use can be specified.

***POE.UC.32*: Improve efficiency of foreign rights transactions (University Press)**

• **Contributed by**: Julie Morris on behalf of the Book Industry Study Group (BISG)

• **Full use case description (click to collapse):**

A university press holds a large database of work, including books, journals, and other electronic resources, and regularly sub-licenses foreign and translations rights to international clients. The database is housed in an internal system but insufficient rights information exists due in part to the lack of a clear system for collecting and managing rights and permissions information. The UP needs a standard system for labeling rights held and rights sold/purchased in order to efficiently execute rights deals internationally. Consistency of contractual language terminology and meaning among international trading partners is key: rights language across internal database and clients’ database is often misaligned. Additionally, many transactions are still done or initiated in person; these transactions are difficult to track because of database limitations—currently, status; interactions; and contacts for international rights transactions on a large number of titles gets lost.

[POEWG] For all Req 32.1/2/3 - ODRL supports I18N with URI identifiers and human-readable Labels (in en by default) but can be translated into any other language.

32.1 The model and vocabulary for the expression of permissions and obligations should be language-agnostic and thus able to be translated into any language to facilitate interchange between international parties.

32.2 Standard permissions and terms data for foreign and translation rights should be language agnostic. For example, ONIX (for supply chain metadata) and Thema (for subject metadata) are based on language-agnostic codes associated with terms and definitions. The terms and definitions are translated into various languages while the codes remain the same in all languages.

32.3 A controlled vocabulary of standard terms and corresponding definitions to be used in foreign and translation rights licensing data is needed.

***POE.UC.33*: Disambiguate access permission from copyright permission (University Press)**

• **Contributed by**: Julie Morris on behalf of the Book Industry Study Group (BISG)

• **Full use case description (click to collapse):**

Clear terminology for permissions and obligations associated with accessing a work— be it through a library, classroom (for course materials), software application, online repository, or other portal needs to be established and defined in a standard way so that the licensing environment (library, classroom, etc.) can treat works from multiple rights holders according to such permissions and obligations. This access is distinct from copyright held on the work and needs to be treated as such in metadata that is attached to a work. University presses, who regularly provide access to published works to students across a variety of platforms, have a particular need to see access better accounted for in rights data.

[POEWG] Clarification required for all Req 33.1/2/3/4. We need to better understand your meaning of “access”. ODRL provides “usage” permissions/obligations. You can, however, have a constraint that said a class may “view” a resource, but only on an iPad device or Portal X. (We are also not chartered to directly support “access control” mechanisms).

• **Requirements**

33.1 Access permissions and obligations should be associated with each product (carrying a unique identifier) available for sale, rental, or otherwise consumed on a given platform.

33.2 Access permissions must be able to express duration of access, pricing models for various types of access, classroom use, and ability to reuse or repurpose portions of a work.

33.3 Access permissions must be able to be associated with a body of content in addition to individual works.

33.4 The specified access permissions and restrictions exist independently of rights associated with the existing copyright on a work.

***POE.UC.34*: Library collection management and access**

• **Contributed by**: Julie Morris on behalf of the Book Industry Study Group (BISG)

• **Full use case description (click to collapse):**

Improve the flow of rights data among publishers, libraries, and library service providers. No single metadata standard is used among book publishers, libraries, and service providers to communicate rights and permissions data for library materials. Clear rights data is not being communicated to libraries: several libraries, both university-based and public, report a lack of consistent and accurate rights and permissions information for the content in their collections, inhibiting libraries from providing electronic access to a large portion of content and making library collection data difficult to manage. This is especially true for print works which libraries wish to digitize and make available to patrons or publicly.

• **Requirements**

34.1 A standard format- and sector-agnostic model and vocabulary must be capable of facilitating crosswalks, in a useful number of cases, between the rights-related aspects of metadata models used by different types of content (e.g., ONIX for Books, JATS for journal articles, XMP or PLUS for images, etc.).

[POEWG] Supported by ODRL

34.2 Rights data (vocabulary and model) should make it possible to describe various contributors (rights holders) within a work, including rights holders of pieces or portions of a work, e.g. photographs, artwork, and charts.

[POEWG] We support different (but limited) Party roles (functions) and additional roles can be specified in ODRL Profiles.

34.3 The rights data model should be capable of capturing a set of standard contact information for all copyright license holders on a work, including those described by 28.2.

[POEWG] We recommend the use of other vocabs to capture such information (vCard ontology or FOAF)

34.4 Varying license holders in different geographic territories should be accounted for in the rights model and vocabulary.

[POEWG] Supported by ODRL (spatial constraint)

***POE.UC.35*: Rights licensing for custom textbook publishing (higher education publishers)**

• **Contributed by**: Bill Rosenblatt on behalf of the Book Industry Study Group (BISG)

• **Full use case description (click to collapse):**

Higher education curriculum service providers (e.g. e-textbook services) would like to be able to offer course instructors the ability to compose single textbook volumes (whether in print or ebook) from materials sourced from multiple publications from one publisher or multiple publishers. For example, an instructor could assemble a custom physics textbook with a chapter on angular momentum from one publisher’s textbook, friction from another publisher’s textbook, gravity from another, etc., plus her own treatment of magnetic fields. One of the reasons why no one has been able to offer a scalable service of this type is the difficulty of licensing content from multiple higher ed publishers in a flexible and automated manner.

N.B. this use case is predicated upon POE.UC.23 above.

• **Requirements**

35.1 Permissions data for custom textbook licensing should be associated with each product record (book chapter or other piece of content that carries a unique identifier) that is licensable for use in custom textbooks.

[POEWG] Supported by ODRL

35.2 Permissions data may also be associated with a group of products (for example, at the publisher level).

[POEWG] We recommend using URI schemes that include multiple URI items, such as POWDER, Media Fragments, RFC6570, Wildcard URIs.

35.3 Permissions and obligations must be able to be expressed for content locally authored, for example by a teacher, that is not licensed from a third party.

[POEWG] Supported by ODRL

35.4 Permissions and obligations associated with content available online, for example via a Creative Commons license, must be able to be persistent, able to be conveyed when used in accordance with those permissions and obligations by a subsequent user, for example a publisher or a teacher.

[POEWG] Implementation Issue (persistence of the license)

35.5 A teacher may create a learning resource by combining a chapter of a book from publisher A with a chapter of a book from publisher B and a chapter that the teacher wrote (and other content), resulting in a "coursepack." The permissions and obligations associated with the coursepack may not align with the permissions and obligations associated with each of its components.

[POEWG] The merging of ODRL policies is not in our scope, but we will produce a NOTE on the formal semantics of ODRL which will assist in this process.

***POE U.C. 36*: Users need to know the permissions and obligations associated with using a given publication.**

• **Contributed by**: Bill Kasdorf on behalf of the Book Industry Study Group (BISG)

• **Full use case description (click to collapse):**

The user of a publication currently has little or no way to know what permissions and obligations associated with a publication given to her by a friend or checked out of a library. She is not the original purchaser so she has not acknowledged any purchase or licensing agreement. She may be aware of general copyright requirements, but there may be other permissions or obligations associated with using the publication that she needs to know.

• **Requirements**

36.1 It should be possible for a party providing a publication to another party in an informal transaction (e.g., giving or lending a book to a friend, checking a book out of a library) to convey permissions and obligations specific to that transaction that are not associated with the publication in general.

[POEWG] Implementation Issue

36.2 It should be possible for a party viewing a licensed publication to view permissions and obligations specific to the license for that publication. For example, it should be possible to view permissions and obligations in a web browser in a standard or easily comprehensible way.

[POEWG] Implementation Issue