E-CONTENT – INTELLECTUAL PROPERTY ASPECTS

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Abstract

The aim of this paper is to define the place of e-content in university information environment and the methods for its legal protection. To achieve that goal are set out the following major research tasks, outlining the methodology of the study. Definitions of e-content are considered, in order to outline the dimensions of e-content and its accurate place in the information environment framework. For the purpose of the present paper are considered literary works, such as textbooks and other books for learning purposes. Then are considered ways of protection this e-content. The place of Creative commons as contracts for protection are viewed. The methodology for achieving the objective of the study and solving the set research tasks include the following specific methods: content analysis, comparative analysis and synthesis of the obtained information. The main question is how e-content fits the information environment and if Creative Commons contracts are successful example. Conclusions are made.

Keywords: e-content, intellectual property, copyright.

1 INTRODUCTION

The distribution of electronic content is increasing every single day. At any time, Internet “grows” – content is constantly expanding and evolving – we are talking not only about the type of the content but also one that already meets the specific needs of individual users. The content serves the user and therefore needs to ensure that each user is “protected” on the Internet, i.e. has its rights and obligations to observe in order to ensure its online privacy.

The democratic functioning of the institutions and the fundamental rights and freedoms of citizens must also be guaranteed in the online environment. The development of information and communication technologies (ICT) covers all areas of our contemporary society – economics, social life, culture, science and education, political life. Citizens and society increasingly rely on trustworthy and reliable information on the Internet, and at the same time the state is increasing the number of services and the amount of information it provides to citizens and businesses via the Internet.

The protection of electronic content is becoming more and more tangible – especially for the purpose of avoiding unfair practices by third parties. These unscrupulous actions consist of illegal copying, borrowing or theft that is done in terms of the content or functionality of the Internet sites. To protect the content from a software point of view, i.e. the site as it is, there are licenses that are integrated into a site – by tagging and copying, for example. [8]

2 METHODOLOGY

Having in mind the main purpose of this paper – to define the place of e-content in university information environment – various definitions of e-content are presented. Then different criteria for sorting e-content are considered. Nowadays students, but not only, literally “live” in online environment. That’s why their everyday environment and their university environment have to meet online. Now, more than ever, teachers share knowledge with students in online environment. Second, different methods for protection of e-content are marked, but the emphasis is placed on Creative Commons.

3 PLACE OF E-CONTENT IN THE PRESENT – WAY OF PROTECTING IT

For the purpose of this paper, we set a main definition of e-content, but we will make a look into a certain form of e-content – text. Then again, we will make a close-up of Creative Commons as a way of protecting e-content (text – textbooks and other books for the purpose of the learning process).
3.1 E-CONTENT

The Encyclopedia of PC Magazine defines e-content (electronic-content) as digital content that can be transmitted over a computer network such as the Internet [3]. The Oxford Dictionary defines as follows “digital text and images designed for display on web pages” [4]. Based on these two definitions we can say and even extend that definition by setting the follow: e-content is the content that can be transmitted online, using the Internet and various devices connected in one network, sharing every object, that can be subject to intellectual property – audio, video, text.

For the purpose of this paper, we will look into the e-content from the view of the text. In university information environment students still use mostly text. In distance learning platforms e-content can be set in audio, video and text. [2]

E-content is generally designed to guide students through lot of information in a specific task. An e-content package can be used as a teacher in the virtual classroom situations. The quality of learning depends not only on the form of how the process is carried out but also on what content is taught and how the content is presented. This approach of teaching has become an answer to the complicated problems and un-identified areas. [8, 10]

The e-content can be divided in different criteria. Among the main criteria, this is the format of the presentation of the e-content, by which we distinguish:

- Undocumented information resources, which in turn could be divided into the individual knowledge of the specialists and the collective knowledge of the specialists;
- Documented information resources that could be divided into textual (written); graphics/ images (drawings, diagrams, maps, charts, pictures); photo-, audio- (gramophone records, audio tapes, etc.); video (motion pictures, slides, slides, etc.); electronic documents.

Another criterion that could be used to classify e-content is how to fix the e-content (i.e. the type of carrier through which it is distributed) [9]:

- Hard copy (book, newspaper, manuscript, etc.);
- Machine-readable media (movie and video, hard disk, diskette, CD, flash, etc.);
- Communication channel (TV, radio).

By the criterion of access to e-content, there is the following division:

- Open information (no restrictions);
- Restricted information:
  - A state secret;
  - Confidential information;
  - Trade secret;
  - Professional secret;
  - Service secret;
  - Personal data;

According to their intended purpose the e-content could be divided as:

- Personal;
- Corporate;
- Business;
- Educational;
- Politics;
- Institutions and organizations;
- Services and services;
- Advertising boards;
- Culture;
- Software repositories;
- Sports;
- Leisure;
- Entertainment Portals, etc.

E-content could also be divided by ownership form:
- National Property;
- Corporate ownership;
- Private (personal) ownership.
- By content criteria, the information resources are:
  - Scientific and / or educational;
  - Advertising information;
  - Reference info;
  - News;
  - Secondary (bibliographic) information.

Different formats for building an e-content exist and they have advantages and disadvantages, which are determined on the basis of specific criteria:

- Readability – ease and convenience of reading the text;
- Polygraphy – possibility for marking some parts of the text, formatting, inserting of photos and bookmarks;
- Scalability – possibility for reading in different resolution on screen
- Cross-platform – ability to read on different devices;
- Ability to edit – optional, but recommended;
- Convertibility – especially imperative due to constant changes and updates in software and operating systems;
- Hypertext – the availability of links offers the possibility of easier movement into the text.

### 3.2 Creative Commons

In the world exist different licences for protecting e-content. We are also aware of GNU and their Free documentation license and General Public License, and even Copyleft. But the aim of this paper is to define Creative Commons and its place.

The Creative Commons contracts were created in 2001 by the law professor at Stanford University Lawrence Lessig. The basis for most copyright laws is that “all rights are reserved”, while under Creative Commons “some rights are reserved”. Creative Commons obliges anyone who has decided to use a work in any way to quote his author. By determining whether or not users are permitted or banned to make changes regarding further modification of the work, its use for commercial purposes, etc., the Creative Commons license has several varieties:

- **CC-BY**  – the author must be mentioned;
- **CC-BY-ND**  – the author must be concretized and no content changes are allowed;
- **CC-BY-NC-ND**  – the author must be mentioned; no changes to the contents are permitted and commercial use is not allowed;
• **CC-BY-NC** – the author must be concretized and the use of the content for commercial purposes is not allowed;

• **CC-BY-NC-SA** – the author must be mentioned; commercial use is not permitted; any modified version of the content may only be distributed under the terms of that agreement;

• **CC-BY-SA** – the author must be mentioned and any modified version of the content may be distributed under the terms of the same agreement.

HTML code with Creative Commons information can be generated automatically after entering the name of the work, the name of the author, the web address of the work, the format (audio, video, text) and specifying whether it is allowed adaptations and use for commercial purposes (fig. 1).

At first glance, it seems odd and a little confusing for an author to prefer by himself to renounce some of the rights the law gives him. The reasons for the authors to choose the free culture are sufficiently substantiated and real.

In the first place, Creative Commons is the embodiment of an extremely humane and progressive vision for the world. All kinds of works, whether in the fields of science, art or culture, are the driving force of human progress, and Creative Commons firmly expresses and defends the conviction that the problems of free distribution of such works must be minimal, as far as possible. [1]

Secondly, a lot of people create works as fun, as a hobby, as lovers. Their goal is not to earn money from this activity, and for them the most important thing is the moral satisfaction of their work to gain the widest possible publicity. Creative Commons facilitates the distribution of works, but at the same time always requires copyright recognition and is therefore a particularly suitable option for distributing such amateur art.

Thirdly, Creative Commons licenses are also used by authors who earn their living thanks to the products of their work. Most often, these authors choose such a variety of contract that allows people to use their work for free when it is for non-commercial purposes, but obliges them to pay when it is profitable. Such authors enjoy the positive image that Creative Commons also builds on the widespread use of the work that the contract allows, but they do not lose the opportunity to make a profit from their work. [6]

The Creative Commons contracts have already become a global phenomenon. They are translated into the languages of dozens of countries, including Bulgarian. The translation is not mechanical, as it has to be adapted according to the domestic law of the country concerned. [5]

When a contract is attached to a work in a digital environment, it is linked to a code that is recognizable for Internet search engines. For example, uploading conventional works on a learning website may be a problem because the use is in a volume that is not necessarily indispensable for the purpose and may

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**Fig. 1. The Creative Commons options for choosing a license**

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deprive the copyright holder of any revenue from the sale of works. On the contrary, such use of works under Creative Commons is permissible and desirable by their author.

4 CONCLUSIONS
The e-content will continue to grow and to be a part of our everyday life. It is possible to appear even new forms of e-content or mixing existing ones. That's why the need for giving authorship of the creator of e-content is important and the role of protecting the e-content will be even more important in the future.

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REFERENCES