

Digital Use Policy
Dallas TeleLearning
(a division of the Dallas County Community College District)



Courseware Video Components

The following Policy on conversion and use of Courseware Video in a digital format, modality, and/or system is established to standardize policy for License Agreements between the Dallas TeleLearning (DTL), a division of the Dallas County Community College District (DCCCD), and its Licensees. This Policy does not preclude or limit other licensing considerations such as, but not limited to, term-of-use, scope-of-use, and/or copyright restrictions.

Digital Encoding, Distribution, Replication, and Storage

The License Agreement for Use of Dallas Courseware Products and the associated Appendix are amended by this Policy to authorize digital encoding and digital storage of video components by Licensee upon written notification and authorization by DTL and subject to the following terms and conditions:

1. Video components may be digitized for storage on CD-ROM, DVD, removable hard-drive, digital videotape, and replicated and/or duplicated for course students.
2. Video components may be digitized for real-time and/or delayed linear playback of programs in their entirety only. This includes authorization to stop and playback programs as in a videotape environment. However, storage and use of video components for random interactive use and/or linking to sections, segments, or clips of video for interactive viewing is not authorized without prior written consent of DTL.
3. Digitized versions of video components may be broadcast and/or cablecast in their entirety and "in the clear" (unscrambled) as part of a PBS or cable channel's programming mix for students as well as other viewers.
4. Digitized versions of video components may be streamed via the Internet and/or stored and distributed for video-on-demand (VOD) playback. Access to Internet and/or VOD distribution must be restricted to students enrolled in the licensed course. Student and faculty access must be password protected to prevent unauthorized access by anyone not enrolled or involved in the course.
5. Video components may only be made available by an institution via the Internet as multi-cast and/or unicast streams, which allow students to view the video components in their entirety. An institution may not provide the video in a downloadable, storable, and/or handheld portable format (digital, analog, or otherwise) for use by students or faculty members for future viewing, duplication, or retransmission. Additionally, the video may not be pre-loaded onto any portable video viewing devices (e.g. PDA's, iPods, computers or any other devices which may be used as portable viewing devices). Dallas TeleLearning retains the sole rights to provide downloadable, storable, pre-loaded, and/or portable video directly to faculty members and students. For more information on this service, contact Dallas TeleLearning.
6. Courseware video components may not be delivered or used in a way that disparages or degrades the original educational intent or purpose of the video content. Any use, bundling, unbundling, or repurposing of the video content to create separate or derivative works may constitute an infringement of copyright and is strictly prohibited.

As stated, this Policy amends the License Agreement for Use of Dallas Courseware and permits authorized users to digitize Courseware video components for uses as described above. However, the prohibition against modifying, editing, adding to, or otherwise altering any Courseware video component remains in full force and effect. Use of Courseware video components in a digital form other than those specifically authorized herein is prohibited.

Technical Standards

Any digital use of the Courseware video components, pursuant to this Policy, is subject to the continuing right of Dallas TeleLearning to set and enforce technical standards.

Fees and Charges

The License Agreement for Use of Dallas Courseware permits Licensees to charge fees for video distribution to students enrolled in the course, but only for the purpose of recovering costs related to the service and only if the Licensee does not realize revenue beyond expenses. Equivalent fees to cover costs may be charged by the Licensee for authorized uses of the Courseware video in a streaming and/or video-on-demand format. The License Agreement for Use of Dallas Courseware does not permit Licensees to assign Courseware content (tape loan/rental) to any source outside of the Licensee's institution with the exception of school-owned but contractor-operated (sub-leased) bookstores located on the school's campus. All other requests must be approved by Dallas TeleLearning.

Compliance, Notices, and Monitoring

As a condition for permission to make use of Courseware video components as described above, the Licensee agrees to:

1. comply with the rules and procedures set forth in this Policy;
2. give prior written notice to Dallas TeleLearning of any proposed use of the Courseware video components in digital form as described in this Policy;
3. affix a notice of Copyright ownership (© Dallas TeleLearning - DCCCD) on all materials copied and/or duplicated under this agreement;
4. permit Dallas TeleLearning to monitor such uses and inspect the operations, equipment, and records of the Licensee to ensure compliance with these rules and procedures.

Videostreaming Availability

For a complete list of courses available via videostreaming, contact Dallas TeleLearning.

DVD Availability

Dallas TeleLearning has produced DVD sets for most courses and will make the DVDs available for Licensee purchase for the sole purpose of making Courseware content available to enrolled students. Duplication and/or replication is prohibited. Distribution rights are limited to the purchasing institution and their bookstore, and DVDs cannot be assigned to another institution or distributor. For an up-to-date list of courses available on DVD, contact Dallas TeleLearning.

CD-ROM/DVD-ROM Interactive Courseware Availability

Most Dallas TeleLearning courses are available in an interactive, computer-based format on CD-ROM and DVD-ROM. Licensees may purchase master sets of this courseware format and duplicate for distribution to courseware students. Distribution rights are limited to the purchasing institution and their bookstore, and CD-ROMs/DVD-ROMs cannot be assigned to another institution or distributor. Interactive content may be used by Licensees in a classroom, online and/or hybrid environment, provided use of all associated video components follows the policies and procedures outlined in this Digital Use Policy. The prohibition against modifying, editing, adding to, reformatting for digital or any other platforms, or otherwise altering any Courseware component remains in full force and effect. For an up-to-date list of courses available on CD-ROM/DVD-ROM and ordering information, contact Dallas TeleLearning.

Audiovisual Options

As stated previously, this Policy amends the License Agreement for Use of Dallas Courseware and permits authorized users to digitize Courseware video components for uses described herein. However, the prohibition against modifying, editing, adding to, reformatting for digital or any other platforms, or otherwise altering any Courseware video component remains in full force and effect. Use of Courseware video components in a digital form other than those specifically authorized herein is prohibited.

Digital Encoding, Distribution, Replication, and Storage: Authorized Audio Visual Classroom Use for Courseware Licensees

The Audiovisual Classroom Use section of the License Agreement for Use of Dallas Courseware Products is amended to authorize courseware Licensees (those paying a per-semester license fee and/or a per student fee to use a full course offered by DallasTeleLearning) to digitally encode and store audiovisual content for real-time and/or delayed linear playback of programs in their entirety in a controlled streaming, network, and/or video-on-demand environment by Licensee upon written notification and authorization by DTL and subject to the following conditions:

1. Acceptance of the terms in the License Agreement for Use of Dallas Courseware Products and this Digital Use Policy.
2. Digitized versions may be streamed via the Internet, a network, and/or stored and distributed using video-on-demand (VOD) systems. Audiovisuals, digital or analog, are for physical classroom use only. Simultaneous use in multiple locations is not authorized.
3. Access to Internet, network, and/or VOD audiovisuals must be restricted to single users and/or single classrooms. Access must be password protected to prevent unauthorized access by anyone outside of the Licensee's institutions.
4. Audiovisuals, digital or analog, may not be broadcast and/or cablecast at any time.
5. Video components may only be made available via the Internet, LAN, and/or VOD as a single stream in a manner that prevents downloading, and/or storage on a computer for future viewing, duplication, or retransmission.
6. Only one master copy of each audiovisual product (content) purchased from Dallas TeleLearning Systems can be created in a digital or analog format for backup and/or streaming purposes and only one copy, either the master and/or the copy, can be in circulation.
7. Storage and use of audiovisual content for random interactive use and/or linking to sections, segments, or clips of video for interactive viewing is unauthorized.
8. Replication and/or duplication of Dallas TeleLearning audiovisual content by an institution for distribution in a downloadable, storable, and/or handheld portable format (digital, analog, or otherwise) is not authorized. Additionally, the video may not be pre-loaded onto any handheld portable video viewing devices (e.g. PDA's, iPods, computers or any other devices which may be used as portable viewing devices). Dallas TeleLearning retains the sole rights to provide downloadable, storable, pre-loaded, and/or portable audiovisual content directly to faculty members and students. For more information on this service, contact Dallas TeleLearning.

Digital Encoding, Distribution, Replication, and Storage: Authorized Audio Visual Classroom Use for Non-Courseware Licensees

Contact Dallas TeleLearning for classroom audio visual availability and pricing for non-courseware licensees (those not paying a per-semester license fee and/or a per student fee to use a full course offered by DallasTeleLearning).

Digital Encoding, Distribution, Replication, and Storage: Authorized Audio Visual Online Use for Courseware Licensees

In addition to use of full course by Licensees (those paying a per-semester license fee and/or a per student fee to use a full course offered by DallasTeleLearning), a separate Audio Visual Online Use license is required for use of videos as supplemental online course materials. The number of video programs available for this license is limited based on the total number of videos in the series. Six videos may be licensed when series includes more than 16 video lessons. Three videos may be licensed when series includes less than 16 video lessons.

The Audiovisual Online Use section of the License Agreement for Use of Dallas Courseware Products is amended to authorize Audiovisual Online Licensees to digitally encode and store audiovisual content for real-time

and/or delayed linear playback of programs in their entirety in a controlled streaming, network, and/or video-on-demand online environment by Licensee upon written notification and authorization by DTL via Use Agreement and subject to the following conditions:

1. Acceptance of the terms in the License Agreement for Use of Dallas Courseware Products and this Digital Use Policy.
2. Digitized versions may be streamed via the Internet, a network, and/or stored and distributed using video-on-demand (VOD) systems. Access to Internet, network, and/or VOD audiovisuals must be restricted to students enrolled in the course and access must be password protected to prevent unauthorized access by anyone outside of the Licensee's institutions.
3. Video components may only be made available via the Internet, LAN, and/or VOD as a single stream in a manner that prevents downloading, and/or storage on a computer for future viewing, duplication, or retransmission.
4. Only one master copy of each audiovisual product (content) purchased from Dallas TeleLearning Systems can be created in a digital or analog format for backup and/or streaming purposes.
5. Storage and use of audiovisual content for random interactive use and/or linking to sections, segments, or clips of video for interactive viewing is unauthorized.
6. Replication and/or duplication of Dallas TeleLearning audiovisual content by an institution for distribution in a downloadable, storable, and/or portable format (digital, analog, or otherwise) is not authorized. Additionally, the video may not be pre-loaded onto any portable video viewing devices (e.g. PDA's, iPods, computers or any other devices which may be used as portable viewing devices). Dallas TeleLearning retains the sole rights to provide downloadable, storable, pre-loaded, and/or portable audiovisual content directly to faculty members and students. For more information on this service, contact Dallas TeleLearning.

Digital Encoding, Distribution, Replication, and Storage: Authorized Audio Visual Online Use for Non-Courseware Licensees

Same rights apply for Audio Visual Online Use as stated in previous section. Non-Courseware Licensees are those not paying a per-semester license fee and/or a per student fee to use a full course offered by DallasTeleLearning.

Technical Standards

Any digital use of Audiovisuals pursuant to this Policy is subject to the continuing right of Dallas TeleLearning to set and enforce technical standards.

Fees and Charges

The License Agreement for Use of Dallas Courseware permits Licensees to charge fees for video and/or CD-ROM/DVD-ROM distribution to students enrolled in the course, but only for the purpose of recovering costs related to the service and only if the Licensee does not realize revenue beyond expenses. Equivalent fees to cover costs may be charged by the Licensee for authorized uses of the Courseware video in a streaming and/or video-on-demand format. The License Agreement for Use of Dallas Courseware does not permit Licensees to assign Courseware content (tape loan/rental) to any source outside of the Licensee's institution with the exception of school-owned but contractor-operated (sub-leased) bookstores located on the school's campus. All other requests must be approved by Dallas TeleLearning.

Compliance, Notices, and Monitoring

As a condition for permission to make use of Audiovisual content in a digital format, the Licensee must agree in writing to:

1. comply with the rules and procedures set forth in this Policy;
2. affix a notice of Copyright ownership (© DCCCD) on back-up copies as copied and/or duplicated under this agreement;
3. permit Dallas TeleLearning to monitor such uses and inspect the operations, equipment, and records of the Licensee to ensure

compliance with these rules and procedures.