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## MULTIMEDIA RIGHTS & WRONGS — WHAT IS MANAGERS SHOULD KNOW ABOUT COPYRIGHTS IN THE AGE OF MULTIMEDIA

While most corporations are not yet heavily involved in multimedia, it is becoming common for marketing presentations

(at high tech trade shows especially) to contain sound, animation, or video clips. Some training and even product support documentation now contain multimedia information. This trend will continue to grow faster than most people realize.

It is critical that copyright issues be understood *before* substantial investments have been made. Very few people understand the complexities of copyright issues. (Did you know that the rules can be very different for different media types?) While not being able to use a snazzy presentation might be inconvenient, having to scuttle a full scale training program after it has been deployed is not something companies want to risk (even without the additional legal costs).

As publishers, we are keenly aware of copyright issues (Associate Editor Chip Canty also has his own multimedia publishing company — Pilgrim New Media.) as consultants, we know that many corporations are not. Our aim with this article is to help you understand what the main legal issues are in using different kinds multimedia objects in corporate publications. We emphasize that, although we have had legal help reviewing this material (and thank Mark Fischer of the Boston law firm of Wolf, Greenfield & Sacks, P.C., for his help) and are confident of its accuracy, we are not lawyers and you should *not* make legal decisions based on our article — your own legal department or an outside firm familiar with these issues should be consulted.

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November 1993

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# MULTIMEDIA RIGHTS AND WRONGS —

## *WHAT IS MANAGERS SHOULD KNOW ABOUT COPYRIGHTS IN THE AGE OF MULTIMEDIA*

### EXECUTIVE SUMMARY

#### Strategic Overview

- As documents go electronic, information is re-used in ways that its authors never intended.
- One result will be that copyright issues become a major problem for modern corporations.
- In light of the harsh penalties for copyright infringement, companies need to decide how far to go to police their employees in this electronic age.

#### Intellectual Property and Corporate Multimedia

- Copyrights, a form of protection for “intellectual property,” apply to the expression of ideas, not the ideas themselves.
- U.S. copyright law is confusing to many, both because it changed so little for so long, and because it changed so much so recently.
- Multimedia works are protected under copyright laws, but most of what goes into a multimedia effort is covered under separate copyrights.
- As a rule, ownership of copyright goes to the “author.” Companies that want to copyright their own work must take special precautions to prevent ownership from falling to their employees or contractors.
- The penalties for copyright infringement are severe. Employees, managers and officers of a firm, as well as the firm itself, can be held liable for violations.
- “Fair use,” a doctrine that allows copyrighted works to be used without permission in certain circumstances, is of little benefit to most corporate multimedia developers.
- Few corporations find much multimedia material in the “public domain” (the pool of work not protected under U.S. copyright law).
- Firms that need to obtain copyright permissions should plan ahead and license only the rights they need. Some material will prove all but impossible to license, so staying flexible is important.
- Many rights other than copyright must be considered in assembling multimedia documents. A good intellectual-property lawyer is invaluable in deciding what material you can use.

#### Conclusions & Recommendations

- As the growth of multimedia encourages more misuse of copyrighted materials, an important goal for corporations is to avoid being made a scapegoat for the sins of others.
- Companies can limit their own exposure by training and guiding employees to use copyrighted materials properly. Written policies and good relations with media sources can also help limit liability.

- Today's copyright laws should be further amended further to accommodate the harmless citation and quoting of rich-media works.

## INTRODUCTION

*The call comes in on a Friday afternoon. "I hope you're sitting down" says the familiar voice. "We just came from the corner office where we—how should I put this?—well, we rather got blind-sided. Seems a special meeting of the Board was called for week after next, and the Big Guy is determined to put on a real show. I guess our ad agency recommended some multimedia consultant.*

*"Anyway, slides won't cut it anymore. He wants razzle-dazzle: not just dancing bullets, either, but MTV-quality stuff: soundtrack, humor, splish-splash, Monty Python, the whole nine yards. Kept asking if anyone had the movie Casablanca at home; seems there's some line from that he wants us to work in. And he has this song picked out, too—you'd know it if you heard it, it's on the radio a lot.*

*"And that ain't the worst of it. Since this is gonna cost a bundle, Boss wants to present pretty much the same show to all the staff that same week, even send copies to all the field offices and distributors. He said you could figure out how to make that happen.*

*"Anyway, these multimedia pros were willing to work the weekend on this and seemed to think they could have something rough to show us by Tuesday, Wednesday at the latest. We'd better be ready to roll then.*

*"You don't think we need to get Legal involved, do you?"*

## STRATEGIC OVERVIEW

Once upon a time, not long ago, documents existed only on paper. For the most part, they were composed of words. Words were convenient; no one "owned" them. One could coin a new one, but anyone could use it—even abuse it—without asking or paying for the privilege.

Copyright laws existed primarily to enforce social norms against plagiarism, but that became an issue only when one represented another's words as one's own. Even with the advent of the photocopier—and, with it, and the ability to attach whole chapters to one's business correspondence—intellectual property law, especially as it concerned copyrights, seldom intruded in a serious way on the everyday conduct of businesses.

Watch for this to change, fast. Copyright issues will become a bigger headache for modern managers—not because the *rules* are changing, but because technology is changing the *way* we communicate.

In the office, where societal norms regarding written communication are changing already, it will be years before the old rules catch up. Consider, for example, electronic mail. By making it especially convenient for workers to trade written messages, E-mail has taken yesterday's verbal queries—e.g., "tell John to call me when he finishes that report"—and redirected them into a form of print. Moreover, we don't just ask for John's report anymore; we copy everyone who is expecting it, as well as all who helped him develop it. Thus, yesterday's ephemeral query becomes today's more formal written request; even if none of the recipients save their mail, chances are that the request gets logged and archived at day's end.

As networks spread, too, collaborating on documents becomes much easier. Instead of printing a document and circulating it for review, one can simply pass copies to others on the net, or tell them where to find, even *edit*, the original. As responsibility for documents

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gets spread around in this fashion, “authorship” becomes harder to assess. Who, besides the corporation, will be held responsible if the end-result proves libelous, or if it “borrows” too heavily from works created and owned by others?

And this is just the beginning. The biggest risks will fall not from changes in our *mediums* of communication, but from a revolution in the *language* or syntax of written communication itself.

Here the agent of change is multimedia. Life was simpler when written communication dealt only in static, printable objects. Our *lingua franca* then was the printed word. Sure, documents could contain pictures, too, but because graphics were costly both to produce and to store, they tended to be cost-effective only in our most polished, most formal publications. Apart from charts (whose use mushroomed with the PC and the spreadsheet), most intraoffice documents until recently consisted only of text.

Nevermore. Today, as more and more offices are networked, on-line documents are beginning to displace yesterday’s printed versions. With the proliferation of inexpensive libraries of “clip art” (including “clip” audio and video), multimedia objects can be pasted into documents with increasing ease. Tools for manipulating these elements—including incredibly complex functions such as the re-touching, collaging or even “morphing” of photos—can now be expensed rather than capitalized. *IS departments, which couldn’t stop the spread of PC’s in the 1980’s, will find it at least as difficult to stem the proliferation of multimedia tools in the office of the 1990’s.*

Unfortunately, this will expose corporations to exceptional risks. Long-time employees, unschooled in intellectual property law, will compete to create bigger and better collages of rich media. Younger workers will come into corporate life from academia, where the competitive tradition is even stronger and the rules of copyright more relaxed. Both will find that creating new graphics, sound recordings and movies is still difficult and costly. But borrowing, modifying and re-using them will be temptingly easy—though illegal.

The paradox of multimedia therefore, is that it broadens our language, but mostly with “words” still “owned” by others. To use *these* words, we need someone else’s permission.

But what constitutes permission nowadays? Or “use,” for that matter? What are the real implications of the fact that information today can not only be copied but *repurposed* in ways that its author never imagined? And how far must corporations go to police their employees in this brave—or shall we say reckless?—electronic age?

To answer these questions, we need to face others: questions as fundamental as “who owns electronic documents?”

## PROPERTY RIGHTS & CORPORATE USE OF MULTIMEDIA

### What is Intellectual Property?

The notion of property is fundamental to Western law. The idea that land, goods, etc., could belong to individuals rather than the community set the stage for the

development of rules and procedures for determining who owns what. Most property is tangible, of course—like real estate—but over the centuries courts have learned to apply the same concepts of equity and entitlement to the protection of less tangible goods, such as ideas and the ways in which ideas might be expressed.

Under modern law, for example, some ideas—those that represent discoveries—can be patented. Patents are a specific form of protection that guarantees that those who invest

**“Copyrights do not protect ideas; they protect the expression of ideas.”**

in developing a new technology can in a sense “own” the fruits of their research. Trademarks, another form of intellectual property, represent ownership of the result of a marketing investment, that of buying brand recognition among an otherwise indifferent public.

Most businesses today are mindful of patent rights and are careful to avoid infringing on those of others. Trademarks, too, are generally respected, at least in documents distributed outside the firm. The biggest risk to businesses today comes instead from infringement of a third, and less widely understood, category of intellectual property: the copyright.

### **The Copyright**

Copyrights do not protect ideas; they protect the *expression* of ideas. Software professionals, for example, will recognize that it is code that gets copyrighted, not the algorithms that this code represents. Likewise, a doctoral thesis can be copyrighted, but not the premises, facts or arguments that went into it.<sup>1</sup>

Like patents, copyrights are awarded by society to reward originality and ingenuity, and they give to “authors” a temporary ownership interest in original forms of expression. Copyrights can be obtained on almost any form of writing—documents, so to speak—but music, motion pictures, dance, audiovisual works, painting, sculpture, pantomime and of course software can be copyrighted as well.

The concept of copyright evolved gracefully in some cultures, but not in England. There it followed a tortuous path, colored at various times by religious censorship, price regulation, and tension between authors and publishers. Under British and colonial law, copyright came to be treated not as a natural right but as a privilege granted by the state.

Different states granted different privileges, however, and protections for authors and artists were, as a general rule, rather weak. Noah Webster’s dictionary, for example, was pirated and copied by printers throughout the New World; turning Webster himself into a crusader for an effective national copyright law. (Most of today’s “Webster’s” dictionaries can be traced to versions copyrighted in different *states* in the early 19th century.)

Supporting his case was the still-radical constitution of the new United States, which in Article I, Section 8 suggested that Congress “promote the progress of science and useful arts, by securing for limited times to authors and inventors the exclusive right to their respective writings and discoveries.” This “copyright clause,” as it came to be known, established a constitutional basis for a series of federal laws protecting intellectual property. In an era of states’ rights, however, these laws left to the states themselves most of the responsibility for protecting authors. It was not, in fact, until 1976 that Congress passed a national copyright law that was explicitly designed to define a single standard and procedure for protecting all forms of expression in all the states.

Copyright law is confusing today both because it has changed so little over the years and because it changed so much so recently.<sup>2</sup> Prior to 1976, U.S. copyright statutes had

**“Copyright law is confusing today both because it has changed so little over the years and because it changed so much so recently.”**

<sup>1</sup>Consumer Reports, for example, once argued that its test results, as well as the articles describing those results, should be protected under copyright. No, the courts said; your test results are facts. Since then, only the articles describing these results have been subject to copyright protection.

<sup>2</sup>Another confusing aspect is that each country has its own copyright laws, and many give authors more protection than U.S. law. Companies that do business internationally must be careful not to rely only on U.S. copyright statutes.

Legal Mechanism	<i>Patents</i>	<i>Trademarks &amp; Servicemarks</i>	<i>Copyrights</i>
	<i>Ideas</i>	<i>Identities</i>	<i>Expressions of Ideas</i>

Figure 1  
How Is  
Intellectual  
Property  
Protected?

remained largely unchanged for 67 years, leaving the courts to decide how to deal with the coming of movies, television and computers.

In writing the new national law, Congress tried in many ways to codify current copyright practice, but some of the changes it made were sweeping in scope. Before 1976<sup>3</sup>, for example, federal copyright law generally took effect only when works were “published,” and documents lost protection unless printed with a copyright symbol (©) or legend. By contrast, the new law protects authors from the point where a document is “fixed” (e.g., written). Registration, once required, is now optional; although the law’s details create incentives for those who register, every new document is protected by copyright, whether registered or not.

### What Can Be Copyrighted?

U.S. law now creates seven categories of copyrightable forms of expression:

- Literary works. Almost any sequence of glyphs (including software) is subject to copyright protection as a literary work.
- Musical works (lyrics included).
- Dramatic works (music included).
- Dance and pantomime.
- Artwork (officially “pictorial, graphic and sculptural works”). This can include photographs, fabric designs and any aspect of an object’s appearance that is not dictated by its function (e.g., the shape or color of a perfume bottle).
- “Motion picture and other audiovisual works.” Multimedia documents and presentations fall under this category; so do video games.
- Sound recordings.

In general, the way one determines if a particular form of expression is subject to copyright is to ask “is it original?” Movies, for example, need not be good and documents need not be particularly creative<sup>4</sup> to qualify for copyright protection.

Things that cannot be copyrighted include names<sup>5</sup>; slogans; familiar symbols and designs; blank forms (unless they contain original instructions), and other objects that involve no original authorship. Calendars and rulers, for example, aren’t generally original enough to qualify, although either could be copyrighted if uniquely designed or illustrated.

### Who Owns a Copyright?

As a rule, the creator of an object—that is, its “author”—owns all rights to his or her

<sup>3</sup>The current law actually took effect on January 1, 1978.

<sup>4</sup>Courts apply different standards of originality, however, for different types of work.

<sup>5</sup>These, too, can sometimes be protected under unfair competition laws.

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creation. “All” rights means just that, including the right to reproduce it, distribute it, perform it, display it and adapt it into something else.

Ordinarily, authors lose these rights only if they sign them away. Buying a photograph does not, for example, give you the right to display it commercially or to sell copies of it.<sup>6</sup> Moreover, each right is distinct and separable; if you want both to adapt a book into multimedia and demonstrate the result to prospective clients, you must license both rights.

Again, the rights of ownership derive from *creating* the object, not publishing it. Any corporation that thinks it owns a particular picture merely because it commissioned it for its annual report should prepare for a rude surprise.

### “Work For Hire”: Tasks Performed by Employees

The law, in fact, recognizes only two cases in which corporations are likely to own a copyright from the start. Both are covered under the statutory definition of what is called “work for hire.”

The first form of work for hire gives employers copyright to that which is “prepared by an employee within the scope of his or her employment.” That sounds clear, but it is not. An “employee,” for example, need not be on the company’s payroll; under certain situations a volunteer counts, as do certain contractors and their employees. In this situation, the important factor is whether the work was performed *under the company’s direct supervision and control*; if the volunteer or contract employee worked from home, or set her own hours, or exercised primary artistic control over the design or execution of the work, then chances are the work would *not* be considered work for hire—and the author, not the employer, would own it.

On the other hand, the phrase “within the scope of his or her employment” is taken literally. Consider, for example, the following scenario:

*The gang from Accounting was having a wild time by the pool at the company picnic—so wild that they “hammed it up” when Gloria pulled out her camera. No one objected a few weeks later when Gloria circulated the photo among friends, or when Harvey persuaded her to tack it up next to the coffee-maker. Sam from Human Resources especially liked it—said it really captured the image the company was trying to foster—and Gloria was flattered, of course, when he asked for the negative so he could put it in the employee newsletter.*

*Not everyone felt the same way. Donna held her tongue when the picture made the rounds, although the thought of more people seeing her in that swimsuit made her shudder. She was livid, though, when she saw the newsletter. Most of her anger was directed at Gloria, who began to feel uneasy herself, especially since she already thought Donna to be a likely victim of the layoffs that everyone was expecting. This, thought Gloria, was no time for her friend to be perceived as “having an attitude.”*

*What happened next caught them both off guard. Marketing liked the picture so much, they had it framed and hung in the demo center; and blown up and printed on their trade-show display; and incorporated into the multimedia “magazine” that the company sent to its best customers. They even made plans to use it in the upcoming annual report. No one consulted Gloria, of course; by the time she learned all this, in fact, there was little use in protesting—minds were made up, and Marketing was not to be denied. Gloria, after all, was the company’s “official” photographer at the picnic, wasn’t she?*

*Gloria didn’t see things that way. Not anymore. Embarrassed that matters had gotten so far*

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<sup>6</sup>You may, in this particular case, display a photograph or other artwork that you own. (The same probably may not be true of a multimedia work, which is treated under the law like a movie, not a photo.)

“ Any corporation that thinks it owns a particular picture merely because it commissioned it for its annual report should prepare for a rude surprise. ”

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out of hand, she finally spoke up—made quite a fuss, in fact—and when the layoffs were indeed announced . . .

Does this company have a copyright problem? It sure does. If Gloria worked in Accounting, courts would be unlikely to rule that photography was “within the scope of her employment.” (No, it doesn’t matter who paid for the film.) Did the company obtain written consent to use her photo? No. Did her verbal consent for the newsletter imply to use the photo elsewhere? Can she force the company to redesign its trade-show booth and recall the products that contain the photo? Can Donna? Can either block distribution of the annual report?

This example—which, by the way, only tangentially involves multimedia—shows how deep a pit employers can dig for themselves if they are not careful about work-for-hire rules. What’s more, employees in such cases cannot stipulate in retrospect that the work they performed was work for hire; they can, of course, sign over all rights to her employer, *but they cannot be coerced in any way to do so.* (Since all contracts with employees are implicitly tainted by the threat of dismissal, it is best that such contracts be put in place *before* the work is performed.)

“It is fairly easy, for example, for someone who thinks that your product violates their copyright to obtain an injunction prohibiting you from distributing it.”

### “Work For Hire”: Tasks Performed Under Contract

The second definition of work for hire applies to work that is specifically ordered or commissioned from an independent contractor. These third-party work-for-hire contracts must also be carefully drawn, because unless such work falls into certain categories under law—translations, for example—the contractor ordinarily walks away with all the rights to his or her work.

Be especially careful when engaging photographers and illustrators; since their work falls outside the listed categories, *they own it.* If you hire a photographer on a contract basis, your contract *must* spell out that photographer signs over all the rights you need. If it does not, your contractor has you over a barrel.

Beware, too, of boilerplate contracts. It is not unusual nowadays for a photographer’s standard contract to say that all rights to each photo, including the rights to crop, resize, touch up and tint the image—not to mention re-using it—remain with the photographer. *Corporations need not sign such lopsided deals; they can strike better ones, but only if they know to try.*

### Penalties for Infringement

The reason it is so important to know who *owns* a copyright is that the law comes down hard on those who use copyrighted material without the owner’s permission.

Anyone caught violating a copyright can be forced to pay either (a) a statutory penalty \$100,000 per infringed work or (b) actual damages, and lost profits. But that’s only the beginning. Many companies stand to lose far more from the other steps that courts can take to right a perceived wrong.

In copyright cases, the courts presume that any infringement causes irreparable harm to the copyright owner. For this reason it is relatively easy for copyright holders to obtain injunctions to prohibit distribution of products alleged to violate copyright. Even where infringement actually benefits the author—by popularizing a long-forgotten movie, for example—judges can (and often will) halt distribution of potentially infringing products until the case can be heard. If, for example, this happens to a toymaker during the Christmas season, even a minor copyright claim can cost your firm millions in lost revenue.



**“The danger to corporations is that everyone wants to believe that fair use applies in their case, but they are seldom right.”**

And it gets worse. At any point in the proceedings, judges can order that the offending products, etc., be impounded—*i.e.*, seized. If you lose (and don’t settle), your products in most cases will be destroyed.

Then there’s the issue of personal liability. If the courts rule that a copyright violation occurred, almost *anyone who was in a position to prevent it can be punished for the violation*. Any manager with the “right and responsibility” to prevent the infringement can be held *personally* liable for it, as can the employee who caused the infringement to occur. Corporate officers, too, can be held personally liable, even if they had no knowledge that a violation was occurring.

In short, the stakes—for you *and* your company—are high. Even when the possibility of getting caught is small, it must be weighed against the severity of the penalties that you and your company face in using potentially copyrighted material without permission.

### “Fair Use”

Confusing matters further, society tolerates some forms of copyright violations under a complex, and risky, concept known as *fair use*. The danger to corporations is that everyone wants to believe that fair use applies in their case, but they are seldom right.

Fair use is a useful legal concept. It is under the fair use doctrine, for example, that Siskel and Ebert show clips from recent films; that CNN includes clips from TV shows in a report on violence on television; and that a teacher distributes copies of magazine articles to spark a classroom discussion.

The premise underlying it is that some transgressions of copyright law should be overlooked because the benefits to society outweigh whatever harm is done to the author. The problem is, the courts have not settled on a definition of fair use; they are not even agreed on whether fair use represents a non-infringing use or whether it is an infringement (*i.e.*, a violation) that society allows to go unpunished.<sup>7</sup>

We personally see fair use as a free speech issue: the Bill of Rights means little if we have to buy vowels, so to speak, to get our opinions across. But judges don’t always see it that way. And the bottom line for corporations is that *any* use of copyrighted material without permission opens them up to a *charge* of infringement. Even if you are certain of prevailing in court, the cost of defending a fair-use claim (and the threat of injunctions while the matter is being decided) should discourage you from relying on this principle too often.

To do so is to put your trust in the goodwill of the courts. Thanks to the First Amendment, they generally fall in behind news reporting, comment and criticism; they give free rein, too, to teaching, scholarship and research. These six categories, in fact, are cited by statute as *examples* of the kinds of activities that fair use is intended to protect. While judges *can* allow other activities under the fair-use doctrine, you should expect that the first thing they will do is to ask themselves whether your use of copyrighted material falls into one of these categories.

Next, courts *must* consider four factors in weighing a fair-use claim. The first—the purpose and character of the use, including whether it arose out of a quest for commercial gain or for some nonprofit educational purpose—immediately tilts the scale

<sup>7</sup>If the distinction seems insignificant at first glance, consider how differently you might react if an attorney advised you that a particular transaction was “perfectly legal” vs. “definitely illegal, but if caught and convicted you won’t be penalized.”

<sup>8</sup>The U.S. Supreme Court has gone so far as to say that “every commercial use of copyrighted material is *presumptively* an unfair exploitation of the monopoly privilege that belongs to the owner of the copyright.” (emphasis ours).

“For corporations, therefore, fair use is more of a trap for the unwary than an opportunity to reuse material without paying for the privilege.”

against for-profit corporations.<sup>8</sup> This is not to say that a business cannot take advantage of fair use; IBM, for example, relied on fair use when it included excerpts from the works of modern authors in *Columbus: Encounter, Discovery and Beyond*, a multimedia product with an educational slant. But the courts will look askance at most commercial uses.

The next two factors that judges must consider are the nature of the copyrighted work and “amount and substantiality” of the portion used. The latter is the source of a dangerous myth, that “if you just use a little, it’s OK.” Remember, “amount and substantiality” is only one factor of *four* that courts *must* consider. And “substantiality” means that if you reproduce, for example, only twenty words from a thirty-word poem, watch out—that’s a substantial portion of the original, even though the excerpt itself was small.<sup>9</sup>

The final consideration—and the one to which courts seem to give the most weight—is what effect your activities have on the value or marketability of the aggrieved author’s work. The human cannonball won his case because viewers of the newscast presumably were now less likely to pay to watch him perform. In another example, *The Nation* magazine once thought its news-reporting function entitled it to rush into print with quotes from Gerald Ford’s autobiography, scooping *Time* which had bought exclusive magazine rights. The Supreme Court did not agree.<sup>10</sup>

For corporations, therefore, fair use is more of a trap for the unwary than an opportunity to reuse material without paying for the privilege. The trap, too, is baited by the latitude that the courts grant to educational institutions. The promising young employee that your company just hired straight out of school probably made considerable use of fair-use rights as a scholar, as a laboratory researcher or as a teaching assistant. Unless told otherwise, such an employee will probably assume and assert the same latitude in the corporate world, perhaps at a high cost to the employer.

### Public Domain

Another doctrine that exempts companies from buying certain rights is that called *public domain*. Once something is “in the public domain,” it cannot be copyrighted, and anyone can use or reuse it without obtaining permission. So knowing what is and isn’t “PD” is important in creating multimedia documents.

As a shield against corporate copyright liability, however, public domain is not all it’s cracked up to be. A little history explains why.

The Copyright Act of 1909, which was law for most of this century, was strict about requiring that copyrights be registered (and renewed) with the U.S. Copyright Office. Anything that was published but not registered, or published without a copyright symbol or notice indicating that it had been registered, passed into the public domain. Moreover, copyrights lasted only 28 years; for a second (and final) 28-year term, the copyright had to be renewed within a certain amount of time. *It’s A Wonderful Life*, the Frank Capra film, is so ubiquitous at Christmastime precisely because Capra failed to re-register the copyright in a timely fashion, thus losing control over distribution of the film.<sup>11</sup>

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<sup>8</sup>As one jurist explained, “no plagiarist can excuse the wrong by showing how much of his work he did not pirate.”

<sup>10</sup>Substantiality played a key role, too. *The Nation* argued that it had reprinted only a tiny fraction of Ford’s book. But the trial court held (and the Supreme Court agreed) that these 300 words represented “essentially the heart of the book” and thus served as a substantial excerpt.

<sup>11</sup>. Or maybe not. Republic Pictures recently has begun warning broadcasters, etc., that it holds copyright to the underlying story and soundtrack, which may enable it to control further distribution of the film itself.

“... very little copyrightable work today “passes” into the public domain, unless it’s very old.”

In 1976, however, Congress changed the rules, making it harder for authors to lose their copyrights to the public domain. For starters, it effectively lengthened the term of existing copyrights to 75 years; it set the term of new copyrights to the life of the author plus 50 years, thus making it unnecessary to renew works; and it took pains to excuse presumably “inadvertent” failures to register copyrights or print copyright notices.

As a result, very little copyrightable work today “passes” into the public domain, unless it’s very old. The way the law is now written, copyrights expire at year-end, so that beginning January 1, 1994, anything published before January 1, 1919, will be in the public domain. Anything published after that date is probably not PD, unless (like *It’s A Wonderful Life*) it fell into the public domain before the current law went into effect.<sup>12</sup>

A big exception to this rule is work that cannot be copyrighted at all. As a rule, anything produced by (and in some cases for) the *federal* government is not subject to copyright; it goes into the public domain as soon as it is written.

Again, the bottom line for corporations is that little of what your employees want to incorporate into multimedia documents is apt to be found in the public domain. Seventy-five years is a long time, especially compared with the relatively short history of audio recording, film production and broadcasting.

Also, countries differ in the length of time that they protect the same works under copyright law. If you are producing a work that will be distributed or shown internationally, some of your “public domain” components may still be protected under foreign copyrights.

### “Clip Media”

For all the reasons cited above, most corporations will find that the concepts of public domain and fair use seldom help them avoid copyright problems. Many, however, will take comfort in a new phenomenon in multimedia publishing: the distribution of photos, sound and video as “clip media.”

The magic of clip media is that companies can generally use it royalty-free. Like clip art, clip media can be used to enliven presentations and documents without either (a) tracking down the copyright owner, (b) recording how and how often copyrighted media was used, or (c) paying royalties for each use. Already a wide variety of clip media collections are being published on CD-ROM discs, and soon larger collections will become available through on-line services such as CompuServe and over wide-area networks such as the Internet.<sup>13</sup>

The problem with one-size-fits-all clip libraries, of course, is that it is unlikely that you will find all that you need from them. Collections such as “Sunsets” may help you establish a mood, and “Animal Sounds” may help wake up an audience with, for example, a well-timed “hee-haw.” But if what you need are specific scenes, chances are poor that you will find it in a mass-market clip media collection.

### Obtaining Rights

If the material you seek is not in the public domain and you cannot find it on a clip-media disc or make a reasonable case for fair use, you will need to obtain the permission of the copyright holder, usually for a fee.

<sup>12</sup>Even with older works, be careful. A statue, for example, may be in the public domain, but chances are that a photograph of it is not.

<sup>13</sup>Many on-line bulletin boards and Internet newsgroups are already devoted to the sharing of user-contributed computer art, sampled sounds, MIDI music segments and even video clips. These hobbyist-supported libraries, however, often leave it to the user and the creator to work out permissions; they also tend to lack the bandwidth or the browsing support to make such libraries useful as a corporate multimedia resource.

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Here are nine general guidelines to licensing electronic rights for multimedia projects:

**Know what rights you want.** Remember that the author is allowed to control the reproduction, distribution, performance, display and adaptation of a copyrighted work. Each of these rights can be separately licensed, and some, but not others, may have been purchased from the author already. If you want to demonstrate your product to others, you must acquire demo rights (a form of performance rights); if there is any chance you may need to crop that photograph, you had better add that to the contract (under adaptation rights). Figure out which rights you need—a good intellectual-property lawyer is essential here—and license them all from the start.

**Buy exclusive rights only if you must.** In theory, rights to any work can be licensed on either an exclusive or non-exclusive basis. In practice, exclusive rights are harder to negotiate than non-exclusive rights, and they cost much more.

**Consider territory.** Worldwide rights cost more than domestic or North American rights. Be clear where your work will be shown and license only what you need.

**Pay only for the languages you need.** Same issues: if you need to create translated versions, make sure your contract gives you these rights. Otherwise, don't pay for them.

**Give yourself enough time.** Rights can be granted *in perpetuity*, but most likely you will have to settle for a fixed term. Rightsholders today are keeping licenses short, in the belief that no one can predict what such rights will be worth in a few years. Your goal is to make sure you lock up in advance the longest term you might need, since you will be at a clear disadvantage if you ever need to renew.

**Develop alternatives.** For many kinds of objects, there is not yet any consensus on what a multimedia license should cost. Different stock houses, for example, will boast very different prices. Some film sequences, for example, will not be available at any price. Keep other options in mind.

**Take the licensor's point of view.** If you obtain license to use material at only one site, and that site is networked to others, you invite abuse. Even if others cannot reach across the network and violate the license, your own employees may be able (innocently or even anonymously) to distribute the licensed material to others. Always put yourself in the licensor's shoes and then ask whether the deal still makes sense.

**Expect delays.** Lawyers—especially other people's lawyers—work slowly. Chances are it will take you much longer (in elapsed time, at least) to line up permissions than to perform the technical aspects of building a multimedia presentation or document. Plan ahead.

**Get help.** Firms such as BZ/Rights & Permissions, in New York, and Total Clearance, in California, specialize in helping obtain the rights you need; they can also tell you quickly whether the work you seek is in the public domain.

### ***Licensing Music***

As more and more computers are wired for sound, the use of music will become more common in corporate presentations. The bad news is that music presents one of the most complicated licensing situations imaginable. The good news is that the music industry *wants* you to use their stuff, and thus has established procedures that simplify the task of getting the licenses you need.

Before we try to untangle the many licenses involved, remember that copyrights reward originality, and the music business provides many opportunities for original creative work.

**“The good news is that the music industry wants you to use their stuff, and thus has established procedures that simplify the task of getting the licenses you need.”**

The composer (and/or lyricist) at one time owned the song itself, although chances are good that it has since been sold to a music publishing company. The arranger, if any, may have done the same.

The artist who performed the song originally owned all rights to the performance, but most recording contracts assign them to the record company. In the U.S., singers are typically members of the American Federation of Television and Radio Artists (AFTRA) while instrumentalists belong to the American Federation of Musicians (AFM). Each of these unions supports itself in part by taking a cut of the fees that performers would ordinarily receive from their records.

If, as is usually the case, any originality or creativity was required in the recording of the performance, a copyright is held, too, by the record company that produced it.

Regardless of who holds the performance rights, star performers, especially, may have negotiated clauses that prevent record companies from striking certain kinds of licensing deals without their approval.

One would think that sorting all this out would make music almost impossible to license. But that would spell disaster for music publishers. The major publishers, therefore, provide a form of one-stop shopping for music rights. In most cases, a call to the music publisher is all that's required to license music; the publisher quotes one price and takes care of dividing it up among all the interested parties.

All the standard warnings apply. Be aware, especially, that the more popular the song, the higher the royalty will probably be. If you *must* use Marvin Gaye's "I Heard It Through the Grapevine," fine, but be prepared to pay handsomely for the privilege. If other songs from the period would do nearly as well (even songs from the same artist), consider them also. Music publishers often have an interest in keeping particular songs "alive," and for this reason you can often strike a great deal if you don't fixate on a particular tune.<sup>14</sup>

Remember, too, that if your goal is to re-record the music, then you do not need to license the performance. Fees for music also depend on the number of times the song will be used, so plan carefully before you begin negotiations. Be aware, too, that music publishers distinguish between (1) the right to attach or "synchronize" music to a film or multimedia work and (2) the right to perform it publicly. If you are creating a CD-ROM title for home use only, you may only need synchronization rights, but if your plans include showing it in public (*e.g.*, at a sales meeting or trade show), then you also need to obtain public performance rights to its musical elements.

### ***Licensing Photos and Videotape***

If you can locate the photographs you want, licensing them is generally easy. Photographers, like musicians, have a significant professional and financial stake in having their work published broadly. In many cases they have empowered "stock houses" to act as their agents to help make this happen.

The same is becoming true for videotape and documentary film. If your multimedia presentation requires footage of a caravan of camels, you need not finance an expedition to the Sahara; with a call to a stock agency, you can often have existing footage delivered overnight.

Stock photos can be of many kinds, and different stock photo agencies often have

14. Or a particular performer. In classical music, for example, the performances of European orchestras are much less expensive to license than American ones.

“Today  
greater  
awareness of  
the value and  
potential of  
electronic  
rights means  
that publishers  
are very  
cautious when  
it comes to  
awarding  
licenses.”

different specialties. Worldwide Television News, for example, serves video to television stations around the world, much like the “wire services” which provide articles and photos to newspapers. As a byproduct, it compiles lots of archival footage, especially in the areas of entertainment and sports, which it licenses for multimedia use. The Bettman Archives has a huge file of historical photographs, and Archive Holdings has bought up several smaller collections of historical photos and films, including newsreels. Other firms specialize in travel footage, industrial photography and celebrity photos.

Some photo stock comes “pre-cleared,” meaning that the agency has already bought up all necessary permissions for persons or places that are clearly identifiable in the picture. If you need pictures, for example, of befuddled managers or smiling mothers, such collections can be a good place to look. In dealing with stock houses, however, be warned that their contracts are sometimes vague as to what rights you get. In every case, assume that it is up to you and your lawyer to decide whether other permissions are required to use a particular image.

You may also want to cultivate sources of photos and film other than stock agencies. Museums and libraries often have significant collections; television stations and networks have useful archives; even local newspapers can be rich sources of photos. By striking up good relationships with such institutions, you may gain access to lots of useful material, some of it even free.

As mentioned above, in licensing film and photos make sure you get all the rights you may need, *especially* the right to re-size and/or crop the image to fit your medium. If you want a photo to appear more than once in a single project, or to function as an icon or a hypertext button, or to “morph” into another image, etc., make sure your contract spells out that you may use it in this manner.

### *Licensing Film Clips*

Now comes the bad news. Movies and television have become such an integral part of our culture, and it is only natural to want to spice up our multimedia efforts with clips from our favorite films or TV shows.

But consider the vast difference between the interests of, say, a struggling photographer and a Hollywood film mogul. The photographer has every reason to accommodate a multimedia developer, even if the payment per image is small. But the mogul can’t be bothered—no matter what you’re willing to pay, it’s probably not enough to get his attention.

Besides, movie production nowadays is a tangled jumble of contracts. Before a film is made, various rights to it are sold in advance to finance the filming and to assure adequate distribution. Unfortunately, the lack of standardization in these contracts can make it difficult to determine who owns what rights to a particular film. And for what you’re willing to pay, the movie studios have little incentive to try.<sup>15</sup>

Getting such rights, especially to recent films, requires determination, patience and deep pockets. Chances are good it will not be worth your while to try. For now, unless you have unusual influence over a movie mogul or two, you are better advised to forget about using *Indiana Jones* or *E.T.* in your multimedia spectacular.

Older films are easier to license. Never forget, though, that you must also obtain releases

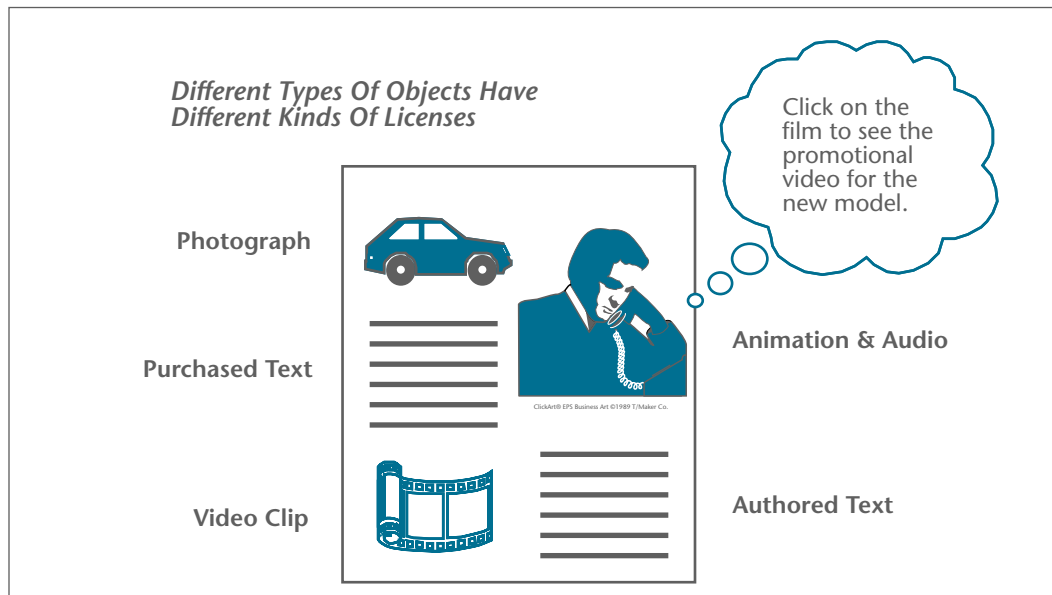
<sup>15</sup> Another disincentive for the studios is the risk of offending in some way a major distributor or backer if they fail to apportion licensing fees appropriately.

from the performers (or their estates), as well as, in some cases, the choreographer, the composer of the soundtrack, etc.

### **Licensing Text**

Corporate users of multimedia are probably unlikely to need to license entire books, but product reviews, other magazine and newsletter articles, poems, stories and glossaries all represent forms of text that you may want to incorporate into multimedia project.

Until recently, publishers couldn't have cared less about so-called electronic rights.



**Figure 2**  
*The Complexities Of Copyrights In Multimedia Documents.*

Neither did authors. Contracts in many cases were vague about who got them; in other cases, they passed quietly to the publishing house without anyone bothering to object.

Today greater awareness of the value and potential of electronic rights means that publishers are very cautious when it comes to awarding licenses. Since the multimedia industry is growing so rapidly, publishers don't yet know what these rights will be worth in even three to five years.

Publishers are also quite afraid of "letting the genie out of the bottle." Like the photocopier, whose widespread availability and low cost have made it easier for many of us to avoid buying certain books, multimedia threatens to hurt book and magazine sales by sucking up copyrighted text and allowing readers to pass it around vast networks for others to read for free.

Fearful of becoming (as one put it) "roadkill on the information highway," publishers have recently become aggressive about copyright infringement and wary of putting themselves in harm's way. For a while, many book publishers would not license titles for electronic media at all; even now, most try to limit such deals to 2-3 years, which for many licensees is not enough time to recover costs.

If that doesn't deter you, start with the publisher and find out who holds the electronic rights to the title you seek. Validate the answer if you can with the author or the author's agent. If the rights are shared, the publisher in most cases will negotiate with you on the author's behalf.

Don't need to use the entire book or magazine? Say so. Licensing excerpts is not nearly as threatening to publishers as risking loss of control over an entire book. If your application

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will not allow copying or printing, or if the licensed text will be stored in a format that mere mortals cannot decipher, do not hesitate to tell them this, either.

On the other hand, be warned that publishers today have little incentive to license excerpts—there's not enough money in it. And don't expect them to move quickly on your requests or show much patience if you haggle over terms. If they stall too much, though, try to get through to the author; a sympathetic author can be a powerful ally, particularly one who churns out the top-selling titles that publishers crave.<sup>16</sup>

### ***Other Rights***

Once you have secured licenses to the major copyrighted elements of a planned multimedia document, you may think you are home free.

Unfortunately, some of the stickiest issues may still be ahead. Some involve copyrights that are easy to overlook; others are not really intellectual property issues at all, but derive instead from privacy rights or common law.

**Privacy.** You should, for example, obtain a model release from anyone identifiably pictured in your document, lest you violate their *right to privacy*. Obtaining releases for children is more complicated than for adults. In cases where you picture someone's property (*e.g.*, their home), you may need to obtain a property release as well.

**"Personality."** Celebrities eventually lose much of their privacy rights, but don't depict them in any way that could be interpreted as promotional. *Publicity rights* (arising from common-law property rights) protect celebs—even long-dead ones—from having their name or likeness drafted into promoting your products.

**Cartoon characters.** Yogi, Dumbo, and Grandpa Smurf don't have rights *per se*, but their creators do. Disney, for example, holds copyrights on its stable of critters, and it defends them aggressively. Your chance of licensing them for a multimedia project is no doubt slim. So if your model shows up wearing a Disney World T-shirt, suggest she change into something else.

**"Moral Rights."** The so-called "*moral rights*" of artists are being taken more seriously these days. Recent legislation that protects artwork from being destroyed or mutilated without the creator's permission can presumably be applied, too, to photographs that are distorted electronically.

**Libel.** Think it's funny to depict a competitor in drag? Manipulating photographs invites charges of *libel* if the resulting image might harm the reputation of the photo subject. And don't bet on a First Amendment defense, either. The courts have not yet decided whether your multimedia masterpiece should be treated as a publication or as just another consumer product.

### **Protecting Yourself Against Mistakes**

Everyone makes mistakes. But some are more costly than others.

If you make a good-faith effort to clear all necessary copyrights, you can buy insurance to protect you from the costs of your missteps. "Errors and omissions" coverage is especially recommended for larger companies, whose presumed "deep pockets" make them tempting targets for aggrieved copyright holders.

To protect your company against the mistakes of others, all licensing contracts should include clauses in which the licensor "warrants" that it is entitled to grant such rights and

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<sup>16</sup>Authors often retain direct control over the republishing of magazine articles.



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“indemnifies” you against its own errors. With such a clause in effect, the licensor alone is responsible if someone else steps forward and proves that they own the rights you thought you acquired.

Remember, though, that indemnification is only as good as the company that grants it. Many stock agencies, for example, are small companies with limited financial resources; some may prove unable to survive a barrage of lawsuits, especially big-ticket ones. Moreover, licensing contracts often are written to allow these firms to direct the defense in cases where you are both sued; this can result in “settlements” that compromise your rights. Choose your partners carefully.

### Copyrighting Your Own Work

Even if you assembled your work entirely from previously copyrighted material, you are probably entitled to a copyright of your own. U.S. law gives protection to collections and compilations based on the originality shown by your selection and organization of what to include.

As noted above, as an author you also benefit from protection under U.S. law even if you fail to register your work with the Copyright Office. But registering costs little and protects you more. Consider it.

## RISKS AND COSTS

Multimedia today is a risky game. It represents the convergence of at least four

industries—publishing, film-making, software and toys. All four have different trade customs. No one yet knows dangers of the game, because no one yet knows how the game will be played out.

Yet the trend toward multimedia in the workplace is probably unstoppable. As network bandwidth increases, as more employees gain more access to more and more new-media “accessories,” the acceptance of multimedia will accelerate to the point where employees will be embarrassed if they *cannot* use it in certain situations.

To date, few companies have been punished for misusing copyrighted material in multimedia projects. This will change. The owners of protected material—especially big-budget productions such as feature films—have too much to lose to stand idly by as the value of their properties is eroded. Like the Software Publishing Association, which swoops down in well-publicized raids on firms that misuse software licenses, the authors’ lobby will no doubt scapegoat a few large companies for the sins of multimedia creators everywhere. Small firms may have more to lose from a copyright infringement battle, but it is the larger, higher-profile firms that will be fricasseed at the first opportunity.

## CONCLUSIONS & RECOMMENDATIONS

It ain’t fair, but someone’s going to get hurt. You should take steps now to ensure it isn’t you.

As publishers ourselves, we believe whole-heartedly in the principles underlying copyright protection. Authors *should* enjoy broad control over their work, and that those who substantially use such work *should* pay for the privilege. But the current law needs a major overhaul. Congress in 1976 fiddled with the numbers, and it basically told the states to get off its turf, but it otherwise did not substantially change U.S. copyright practice. Thus the law remains basically as written in 1909, when the world was a very different place.

In the history of modern communications, however, 1909 is pre-history. We no longer live in a world of pen and ink. It is no longer a struggle to put pictures in printed

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document. When an everyday office worker can attach sound, photos and even video clips to documents of all kinds, it is no longer reasonable to think that the standards of 1909 should govern behavior in the office.

We have no reason to want more work to fall into the public domain; the current leniency over registration, in fact, is a practical response to the explosion of original and creative work that modern technology encourages. But we do need to redefine “fair use,” such that it recognizes that the way we communicate is changing. We have to stop pretending that “research” and “scholarship” take place only in academia, or that “criticism and comment” is the sole province of the media. We must recognize the role that modern for-profit corporations play in the advancement of ideas and knowledge, and make sure that they, too, enjoy “fair use” protection appropriate to this role.

For this to happen, we need two things. First is more latitude for companies to “cite” and “quote” rich-media works, in much the same way that standard practice in 1909 allowed the citation and quotation of printed texts. Second, we need to put into place a mechanism whereby companies can easily, if not automatically, work out the costs of licensing longer material for office documents and presentations.

We do not, however, believe that this will happen before several big companies get skewered under today’s copyright law. Our recommendations, therefore, are very much directed at helping companies position themselves to avoid being scapegoated in this fashion:

- 1. Create new-media support teams.** Companies can discourage “guerrilla media” by intercepting *and leading* the trend to multimedia. Have someone in your organization mentor other employees in their first multimedia efforts, before they make the all-too-predictable, and costly, rookie errors.
- 2. Locate a good intellectual-property lawyer.** Most corporate attorneys have limited experience in the copyright-related issues that multimedia raises. If you cannot retain one who does, at least serve notice on your own attorneys that they need to develop more expertise in this area.
- 3. Offer training.** You can probably guess already which of your employees would bend the law the most. Hold short seminars on the copyright issues to explain the risks involved. Make sure they attend.
- 4. Publish your policies.** Don’t rely on word of mouth—put your company’s copyright-protection policies in writing and make sure that all employees see them. Having a published policy not only sets the record straight internally, it helps show good faith with copyright holders when (not if) violations occur.
- 5. Cultivate sources.** Identify who creates or otherwise owns the kinds of media that your employees will most want to use. Get to know them, preferably *before* you need their services. Keep in mind that no consensus has yet formed about what their data may be worth as grist for the multimedia mill. Respect their differences on this and other issues.
- 6. Be aggressive about paying for what you use.** Mistakes will be made—don’t try to hide them from copyright holders. When you discover that material was used without permission, admit it gracefully and offer to pay at least a token consideration. Use this contact as an opportunity to explore licensing other material that this author or publisher controls. Use it, too, as a lesson to your own staff on the importance of complying with the current law.

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**7. Organize to change the rules.** Companies need more leeway in the *harmless* use of copyrighted material if they are effectively to police more blatant abuses. However much sympathy we might have to the economic interests of whoever wrote “Teen Angel,” we can’t let it stand in the way of evolving a sustainable and efficient system of copyright protection. Let others know how this issue affects you. Enlist others to help.

Think of intellectual property as a vehicle with which we advance the sum of human knowledge and the variety of human expression. By rewarding authors with “ownership” of their works, we give them reason to be even more creative. By letting others use their work in certain circumstances—with or without permission—we in effect cause the successful author to subsidize those that he or she inspires.

“The world goes ahead,” one commentator explained, “because each of us builds on the work of our predecessors. ‘A dwarf standing on the shoulders of a giant can see farther than the giant himself.’”

The trick is in remembering this: that we are too often cast in the still-dangerous role of the dwarf.

*Chip Canty*

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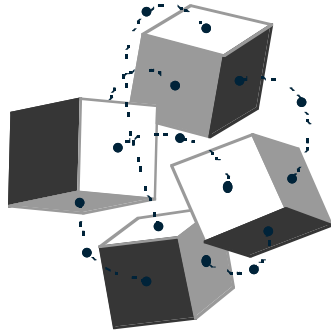
## **READER FEEDBACK ON ELECTRONIC DELIVERY & NEWS COVERAGE**

Thanks to all of you who took the time to respond to our query about receiving this report in electronic form, and about whether to add a “news” section to the Report.

There was unanimous agreement that we should add some news coverage. As a result, we will add a news section beginning with *Volume 2, Number 1*, if not before. We are still deciding on the form it will take and are formulating our coverage policy to ensure fairness and consistency, especially where product news is concerned. As part of the new section we will cover many of the conferences and trade shows that we list since we know most of you are only able to attend one or two a year. We’re still looking for suggestions about the makeup and a name for the new section. A free one year subscription goes to the reader who first comes up with a name that we decide to use!

There was less agreement about receiving electronic versions of the Report. While a number of readers would like an electronic version, they all (so far) have said they would only want it *in addition* to a paper copy. Also, as expected, there were requests for many different electronic formats — certainly more than we would be willing to support. For the time being, we will limit electronic versions to organizations with specially negotiated site licenses.

Keep the input coming!



## UPDATE

Because of the synergy between the Documation Conference and the topics covered in this report we will provide regular updates on the conference program and exposition.

### Program Update

The program brochure with registration material has been mailed worldwide. If you have not received it let us know how you would like to receive it, and we'll get one to you via mail, fax or email.

### Exposition Update

So far close to 50 companies representing the leading suppliers of document management and document computing products and services have reserved booth space. Even if you can't attend the conference you won't want to miss the exposition. The exposition is free *if* you register before February 4th.

### Documation '94 Keynotes

There are over 80 high quality speakers from the U.S. and Europe signed up to address the important issues in document management and document computing, no matter how you choose to define it. Each morning our keynote speakers will set the stage for the afternoon's discussions. This years keynote speakers are:

Dennis Andrews - President, XSoft

Ron Brumback - Sr. Vice President  
Information Management Products &  
Services, R.R. Donnelley

Charles M. Geschke - President & COO,  
Adobe Systems

Frank Gilbane - President, PTM

Donald G. Hedeem - Director Desktops &  
Deployment, General Motors Corp.

Ed Heresniak - Sr. Vice President  
Information Technology, McGraw-Hill

Ed Jowdy - Sr. Vice President Information  
Technology, Aetna Life & Casualty

Peter Lamb - Senior Partner, Andersen  
Consulting

Jordan Libit - Vice President Marketing,  
FileNet

Fred Mitchell - Vice President Customer  
Service, Boeing Commercial Airplane Co.

Charles Popper - Vice President Corporate  
Computer Resources, Merck & Co.

Mark Ruport - President & CEO, Interleaf

Larry Stevens - Vice President Office  
Systems, Oracle

Larry Tesler - Chief Scientist, Apple

Bruce Tognazzini - Distinguished Engineer,  
Sun Microsystems

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## CALENDAR OF EVENTS

Below is a selection of key events covering open information and document system issues. There are many other conferences

and shows covering related topics. We will attempt to keep this list to those events that focus on areas most directly related to the areas covered in our report.

**SGML '93.** December 6-9, 1993, Boston, MA. The annual event in North America for SGML developers and enthusiasts. Call (703) 519-8160, Fax (703) 548-2867.

**Documation '94.** February 21-25, 1994, Los Angeles CA. The annual international event for document management applications and document computing. Call (703) 519-8160 or (617) 643-8855, Fax (703) 548-2867 or (617) 648-0678.

**Seybold Seminars '94.** March 22-25, 1994. Boston, MA. The annual gathering of the computer publishing elite. Conference and Exhibition. Call (310) 457-8500, Fax (310) 457-8510.

**OnLine Publishing '94.** April 10-13, New York, NY. GCA conference on online publishing issues. Call (703) 519-8160, Fax (703) 548-2867.

**AIIM.** April 18-21, 1994, New York, NY. AIIM's annual show and conference focusing on imaging and storage and retrieval. Call (301) 587-8202.

**EDD '94.** May 10-12, 1994, Somerset, NJ. Bellcore's forum for discussion of issues relating to the exchange of technical information in electronic form. Call (201)829-4135, Fax (201)829-5883.

**SGML Europe.** May 15-19, 1994, Montreux, Switzerland. The European counterpart to the SGML '93 conference in the U.S. Call (703) 519-8160, Fax (703) 548-2867.

**Seybold Paris.** June 8-10, 1994. Paris, France. Seybold's main European event. Conference and Exhibition. Call +44 (0)323 410561 , Fax +44 (0)323 410279.

**International Conference on HyTime.** July 24-27, 1994, Vancouver, BC Canada. New conference exploring applications of the ISO standard. Call (703) 519-8160, Fax (703) 548-2867.

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## TOPICS COVERED IN PREVIOUS ISSUES

### Vol. 1, No. 1.

**What The Report Will Cover & Why** — An Introduction To “Open Document Systems”, And A Description Of The Report’s Objectives.

**Imaging, Document & Information Management Systems** — What’s The Difference, And How Do You Know What You Need?

### Vol. 1, No. 2.

**SGML Open** — Why SGML And Why A Consortium?

**Document Query Languages** — Why Is It So Hard To Ask A Simple Question?

### Vol. 1, No. 3.

**Document Management & Databases** — What’s The Relationship?

### Vol. 1, No. 4.

**Electronic Delivery** — What Are The Implementation Issues For Corporate Applications?

## TOPICS TO BE COVERED IN FUTURE ISSUES

The subjects listed below are some of the areas we will be covering, in no particular order. If you have an opinion about which topics you would like to see added or covered sooner rather than later, let us know.

**Office Workflow Systems** — Can They Handle Strategic Information, Or Are They For Casual Or *Ad Hoc* Use Only?

**Documents As Interfaces** — Is This An Option For Today? What Will The Future Bring?

**SGML & Presentation Interchange** — What Standards Are Available Or Appropriate? (DSSSL, OS/FOSI, HyTime, ODA, etc.)

**Authoring Systems** — Do You Need Different Kinds For Different Media?

**“Middleware”** — What Is This Layer Of Software In Between Operating Systems And Applications? Is It The New Proprietary Trap? What Does It Mean To Your Decisions About Document Systems?

**ISO 9000** — What Kind Of Document Management System Do You Need To Meet This Quality System Standard?

**Imaging Technology** — How Is It Evolving?

**The Airframe And Airline Industry’s Strategy For Sharing Product Information** — What Can You Learn From It?

**New Drug Applications** — What Document System Strategies Make Sense For The Pharmaceutical Industry?

**Object & Relational Databases** — Which Approach Is More Suited To Your Document Systems Needs?

**Compound Document Architectures** — Why Do We Need Them? Who Will Define Them? Will They Do What We Expect?

**SGML Versus ODA** — How Do They Differ? Is There A Reason To Have Both? What Can They Do? Which Approach Is Right For The Future?

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