

D7.2: Report on IPR Scheme

Authors:

Mike Spearman (CMC)

Sharyn Emslie (CMC)

Paul O'Sullivan (CMC)



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Authors:

Mike Spearman (CMC)
 Sharyn Emslie (CMC)
 Paul O'Sullivan (CMC)

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Table of Contents

EXECUTIVE SUMMARY	4
Introduction to D7.2	4
PART 1: REQUIREMENT ANALYSIS FOR 3D-ICONS PARTNERS	7
1.1 Access Agreement (between Content Providers and Imaging Partners)	9
1.2 Metadata Agreement (As required by Europeana)	9
1.3 Derivatives Agreements (between Imaging and Development Partners)	10
1.4 Public Use Agreements (between creators and distributors of visualisation models)	10
1.5 Commercial Agreements (between Sales and Development Partners and others)	11
PART 2: INTERNATIONAL PARALLELS AND SOLUTIONS	13
2.1 EU Directives relating to IPR	13
2.2 World Intellectual Property Organization	14
2.3 GPL, GFDL and Copyleft	14
2.4 BSD-3 and FreeBSD	15
2.5 CeCILL	15
2.6 License versus Contract	15
2.7 Other useful web sites	15
PART 3: IPR AND CREATIVE COMMONS	17
PART 4: CURRENT PRACTICE AND PROPOSALS FOR MANAGING IPR WITHIN 3D-ICONS:	18
4.1 Current Practices	18
4.2 Standardising our Approach to IPR	20
PART 5: DIGITISATION GUIDELINES – D2.1	23
PART 6: EUROPEANA AND METADATA	25
6.1 The Europeana Data Exchange Agreement	25
6.2 The CARARE 2.0 Metadata Schema	25
6.3 Current mappings for CARARE 2.0 IPR expression in EDM	27
APPENDIX 1 – CREATIVE COMMONS LICENSES	29
The Creative Commons Licenses	29
APPENDIX 2 – EUROPEANA DATA EXCHANGE AGREEMENT (DEA)	31



Executive Summary

This deliverable presents proposals for the management of IPR for 3D models to the 3D-ICONS consortium. These proposals are being evaluated and tested on an ongoing basis by the Partners of 3D-ICONS as a model for IPR management in the cultural heritage and public domain.

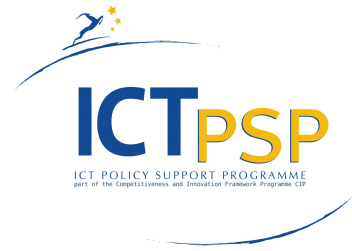
The deliverable is presented in six sections. Part 1 looks at the requirements of the 3D-ICONS partners based upon their diverse legal environments and normal conditions of work. Part 2 provides some examples of different approaches used in the creation of IPR and the associated legalities but, given the considerable complexity of this subject, the issues are only discussed from a content developer's point of view. Since use of the Creative Commons is a recommended approach and is used by Europeana, Part 3 provides an overview of the CC licensing framework. Part 4 presents the results of two IPR surveys completed by the content providers and suggests that the Creative Commons, Attribution, Non-commercial, No Derivatives (CC-BY-NC-ND) license be used as a starting point by the partners. Part 5 focuses on aligning the IPR aspects with the Guidelines being produced by Work Package 2. Finally, Part 6 looks at the end of process, Europeana, and the implications for the metadata being supplied by 3D-ICONS. As the CARARE Schema and technical infrastructure will be used to supply metadata to Europeana, attention is drawn to the data requirements and IPR management requirements.

Please note that the US spelling of license has been used throughout this report to improve consistency and clarity.

Introduction to D7.2

Following on from the preliminary report on our IPR Scheme, D7.1, we further investigated the particular practices of each of the project Partners. The common ground outlined in that earlier document served as an ideal platform from which to base several discussions. The outcome of these discussions directed the drafting of a second survey enabling each member to present their own experiences in a common format.

Feedback from this second survey demonstrated the diverse range of licensing arrangements that have grown up organically between Partners and the heritage institutions with which they worked. Many Partners have had to develop in the past their own, more or less rigorous, procedures for documenting IPR, and so were, at an operational level, happy to adopt and take on board appropriate element and guidance from the 3D-ICONS IPR Scheme. However, as is often the case when legal issues with national variations are discussed, the adoption of a standard IPR Scheme by different organisations (Partners and non-Partners of 3D-ICONS) now proceeds at different speeds while various institutions take local legal advice. While the sense of our Scheme has been widely



accepted, individual partner faces differing challenges as they strive to adopt a wider and more detailed approach to IPR and many have found it easier to continue to ‘grow’ their existing policies rather than starting afresh.

Understandably the primary concern for many institutions (Partners and non-Partners) is that they would lose commercial rights to the data. We also found that the real costs of adding value to 3D data is very poorly understood making effective economic planning and management of IPR for commercial and non-commercial use all the more difficult. It is very clear that one of the major achievements of 3D-ICONS will be the provision to a wide range of Content Providers of working and practical examples of how the activity chain (Fig. 1 below) and IPR works in practice.

Distinctions between content data and metadata were also sometimes lost on content providers, resulting in cases where the rights granted to view, use and add value to data became very restrictive.

Hence, while the metadata requirements of Europeana do not interfere with subsequent commercialisation of content by the rights holder(s), it has at times been difficult to make the distinction between data and metadata to content providers. All relevant 3D-ICONS Partners have however, now been able to sign up to Europeana’s Data Exchange Agreement (DEA).

Significant progress has therefore been made in furthering understanding of the need for IPR management and the benefits gained by establishing a common framework. The 3D-ICONS IPR Scheme identifies many of the key copyright challenges faced by all parties involved in the process of capturing, processing, developing and presenting digital content. It is clear, however, that this is a difficult road for many involved in the heritage sector across Europe. There are subtle local issues, but broadly speaking there are two main IPR challenges facing the Partners:

- Collating suitable metadata with an appropriate (Creative Commons CC0) licensing structure for submission to Europeana, and
- Understanding the complex IPR policies involved in the production of 3D models, including publically accessible but locked down ‘3D-thumbnails’.

At first these may seem exclusive – but in practice Content Partners see this as one issue. Moreover, due to the cost associated with acquiring quality data, and the significant additional investment required to present monuments in a publicly consumable fashion, the action of scanning Europe’s heritage will almost certainly require private investment and therefore commercially robust license structures.



Creative Commons allows for commercial enterprise to place content in the public domain while retaining ownership. Developing this structure enables institutions to support Europeana with content and capitalise on their digital assets. This is a key component in establishing an IPR framework, only by supporting a commercial avenue will Heritage Institutions be capable of funding future digitisation projects.

When establishing access agreements with Content Providers project Partners now attempt to provide clear documentation detailing the nature of the metadata and optional thumbnails required by 3D-ICONS and, in due course, Europeana.

The issues and complexities relating to IPR are not new. Recent progress with the updated EU Directive on the Re-use of Public Sector Information and similar programmes dealing with photographic materials in Europeana highlight not only the importance of this issue but also its scope. In order to support the Commission's goal to encourage more institutions to supply metadata and link on-line repositories to Europeana, a standardised IPR strategy must be adopted.

Part 1: Requirement Analysis for 3D-ICONS Partners

One of the principle purposes of developing the 3D-ICONS IPR Scheme is to help establish best practice in the management of IPR by Consortium Partners and their Content Providers. As Partners will be responsible for creating and/or adding value to content from others, it is essential that we strive to identify and manage IPR within the Project as a whole. We will then be able to make 3D-Entities and sets of 3D-Details¹ of their own or combined work publicly available via Europeana².

After consulting with Partners and Content Providers, it is clear that the creation and management of IPR is neither a simple or nor a naturally understood process for those involved. National and institutional variations abound. It is very necessary, therefore, to focus on the core processes of the Project in order to identify the rights that we need to manage.

Our common objective is to place 3D-Entities and related 3D-Details with the appropriate metadata in a position both physical and legal where they can be accessed by the public via Europeana and other portals.

The most likely legal framework under which key elements of this work will be undertaken and certainly delivered to the public is that provided by the Creative Commons license structure.

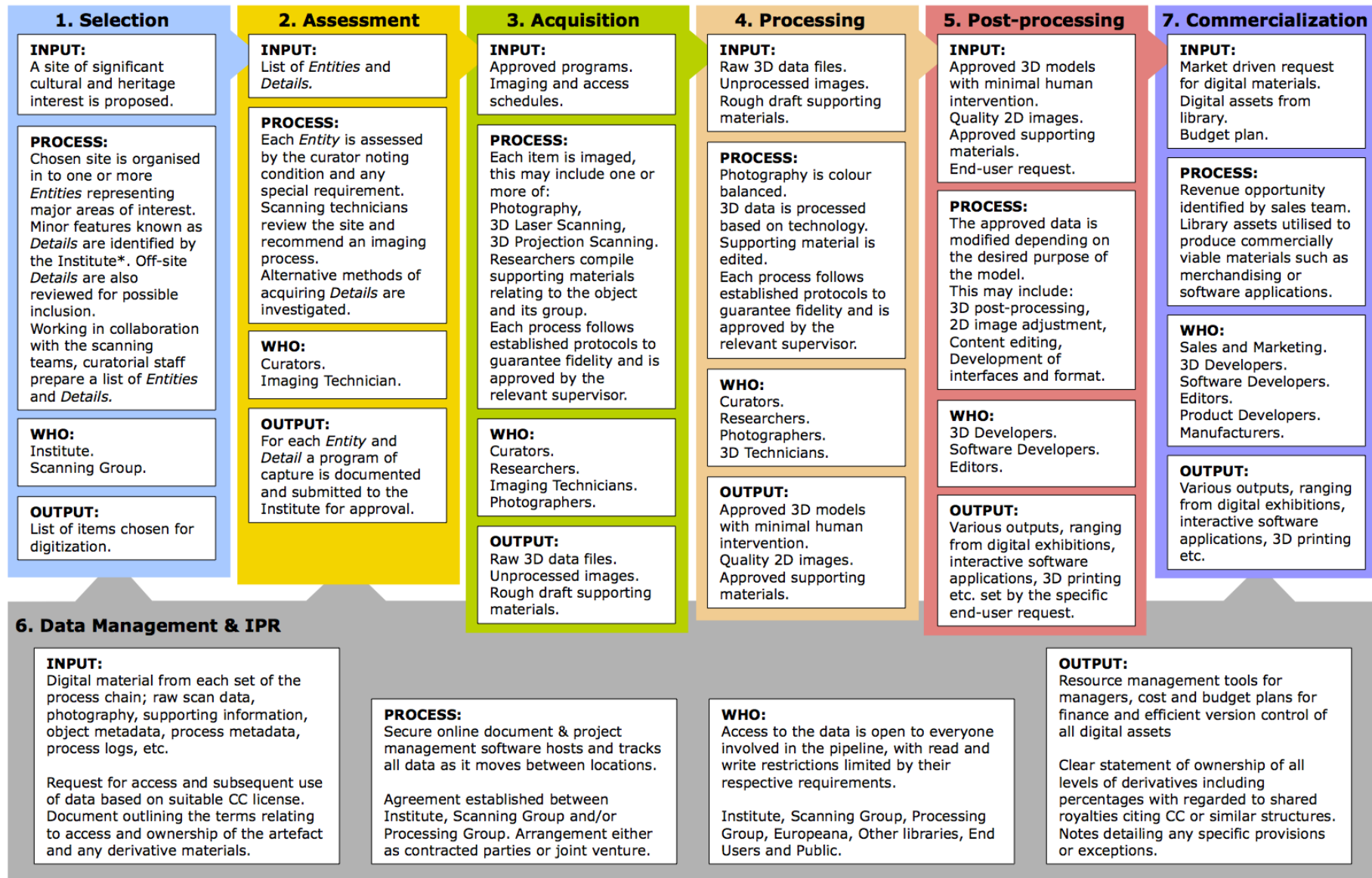
For some sense of the diversity and range of people and organisations involved in creating 3D-Entities may be apparent from the chart **Figure 1: Activity Chain**.

The creative process involved in this Activity Chain results in the generation of Intellectual Property Rights (IPR). It is significant that the later phases in the Activity Chain (Processes 5 & 6) are far more specialised and creative than the earlier phases which are dominated by controlled access rights (not IPR) and relatively automated processes of factual recording. Consequently, it is the later processes of model generation and post processing of models that require greatest investment and also generate the most clearly documented IPR. This is important in terms of recognising that while the Content Providers may control access, it is the later processes that have the highest costs and greatest IPR.

¹ The definition of 3D-Entities and 3D-Details used here follows the Digitisation Planning Report Guidelines (D2.1)

² Please refer to the specific guidelines for the submission of metadata to Europeana section 1.2

Activity Chain



*Institute refers to the organization responsible for managing a particular heritage location.

Although not yet standardised, some of the key agreements in our own 3D-ICONS production process are already known.

1.1 Access Agreement (between Content Providers and Imaging Partners)

Where Partners in 3D-ICONS undertake their own capture of 3D data on a monument or artefact, this is normally undertaken under a specific access agreement. This is a separate matter from IPR but is nevertheless a crucial element in the authority chain that will allow Partners to create 3D-Entities and 3D-Details and release these into the public domain. In the past it was not uncommon for organisations that control access to monuments and artefacts to restrict what can be done with any photography of their monument or artefact. This precedent has been transferred to 3D data capture and modelling – even though the resources and creative skills involved can be significantly greater than even a photographic campaign. Although a wide range of agreements are possible, two typical Business-2-Business (B2B) agreements exist depending upon funding of the work, these being either:

1.1.1 Mixed funding under a Partnership Capture Agreement:

Normally results in non-exclusive licenses for both parties to make use of the primary data with the IPR resting with the group that undertook the capture and modelling work.

Or

1.1.2 Paid work under capture contract:

This normally results in the assignation of the IPR by the capture team to the funding body – often the site or artefact owner.

Only rarely is a capture team therefore able to retain full control over the initial survey data. However, increasingly the creative models derived from original survey data are being seen as a new and distinct level of IPR. In devising access agreements it is becoming very important to address the question of the derivative chains. The cost of creating high quality derivatives can be very significant and the reality is that content controllers are unlikely to be able to fund such work without partnership agreements.

1.2 Metadata Agreement (As required by Europeana)

The metadata will be provided to Europeana by Partners under the *Europeana Data Exchange Agreement (DEA)*³. The nature of that metadata will be quite basic and focused on the 3D Entities (and related images, texts etc.) not the original heritage site or artefact. The metadata will normally include a url/uri (a pointer) to a thumbnail or preview of the content, a url/uri (a pointer) to a landing page from which the content is made available online, and/or a url/uri to the content itself online.⁴

³ A copy of the DEA can be found in Appendix 2

⁴ The metadata doesn't include the thumbnail, nor is the thumbnail covered by the requirement for the metadata to be placed under the CC0 license.



This Metadata will be made available under a Creative Commons (CC0) License. This Metadata is likely to record information on those involved in the creation of the 3D-Entities and Details and therefore the underlying IPR Chain.

1.3 Derivatives Agreements (between Imaging and Development Partners)

The original survey data, modelling work and all primary content from Content Providers will not normally have been made public and therefore is unlikely to be available to Partners under any of the Creative Commons License. This means that, unless Partners originate surveys themselves, the primary data required by Partners to create 3D-Entities and Details will have to be accessed under a separate Business-2-Business (B2B) agreement which gives them the right to create derivatives from these resources. Only if these primary resources are already available under general public user license, such as Creative Commons License (CC BY), would a specific B2B agreement to make derivatives be redundant.

1.4 Public Use Agreements (between creators and distributors of visualisation models)

The 3D-Entities and 3D-Details held separately from the Metadata (probably by a range of on-line providers including, 3D-ICONS itself; Partners; Content Providers) will almost certainly be made available to the public under a more restrictive license than Creative Commons License CC0. The Europeana Data Model has 12 standard IPR statements that it uses for filtering content by generic rights within the portal. These statements can be seen at:

<http://pro.europeana.eu/web/guest/available-rights-statements>

It is important to recognise that Europeana content providers can express the rights in their content in the *europeana:rights* or *edm:rights* element. So, for example if the Rights of a 3D Entity or Detail are owned by ANORGANISATION@2010, this can be expressed in the *europeana:rights* element. The statement chosen for the Europeana rights element might be “all rights reserved”. The nature of the license under which content may be made publicly accessible is therefore something that the Partners and Content Providers will wish to consider but is likely to be at least CC Attribution-Non-Commercial-No-Derivatives (CC-BY-NC-ND). We will continue consult on the preferred license structure in Period 2 of the Project. This approach would allow 3D-ICONS Partners and other contributors to place in the public domain derived visual models of their work, such as 3DPDFs, QTVR, Collada, WebGL, in a controlled manner.



1.5 Commercial Agreements (between Sales and Development Partners and others)

Although not an immediate part of 3D-ICONS, provision to Europeana of 3D-Entities and Details, the costs of generating high-level derivatives immediately raises the question of commercialisation to help cover costs. Licensing models to commercial image libraries or directly to end users can help fund the creation of higher quality models and may well be in the interest of all parties – as once created resources may be used commercially and non-commercially. These agreements are a critical part of stimulating an added value chain so that original survey work can reach its full potential. We would recommend identifying those data sets and models that may be available for commercialisation as early as possible on the production chain. This in practice simply follows on from Wikimedia’s more open approach to encouraging commercialisation as a means of stimulating use as much as revenue.

A simple visualisation of the above agreements may be laid out as follows in **Figure 2 Agreement and License Structure**:

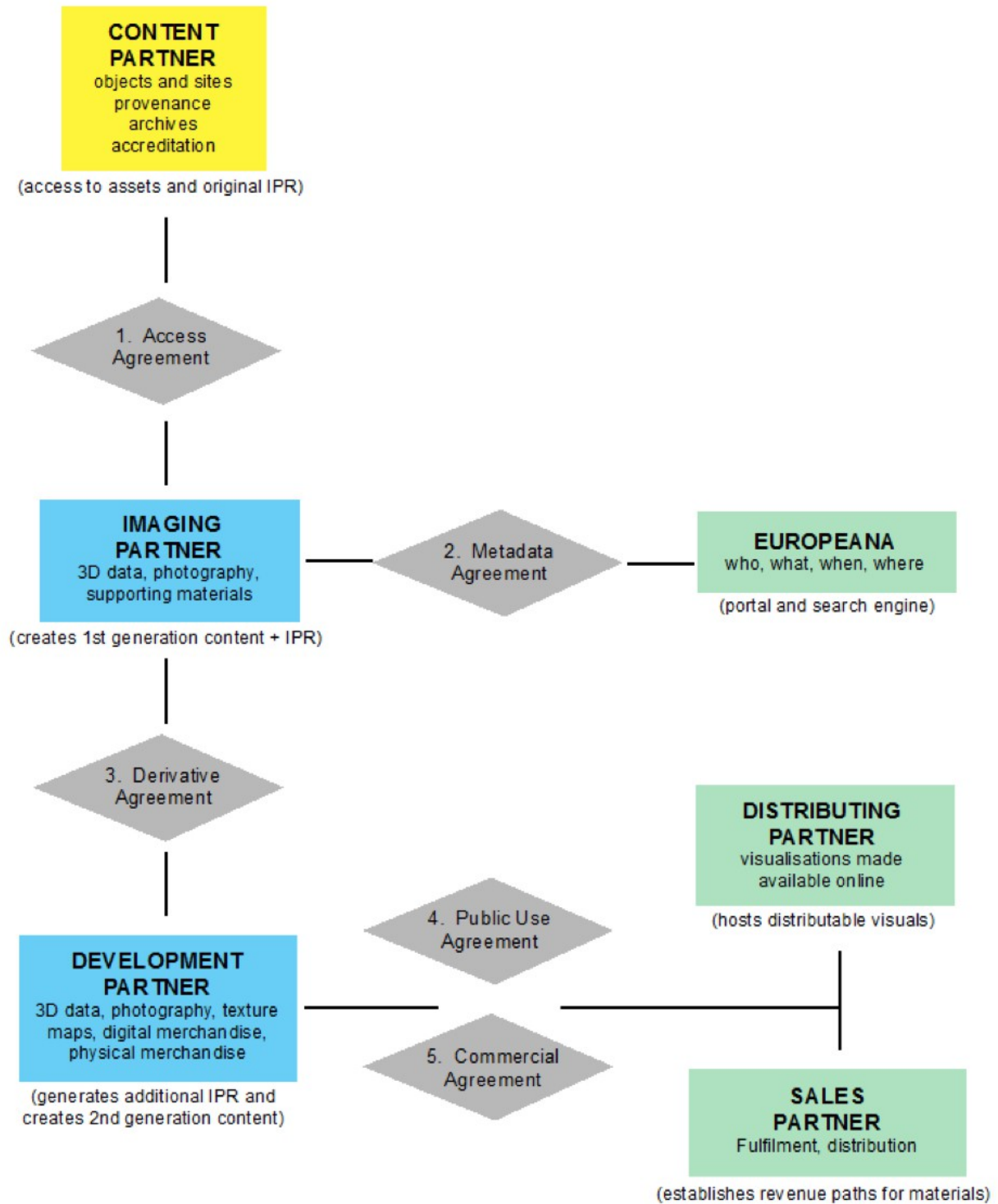


Figure 2 Agreement and License Structure

Part 2: International Parallels and solutions

We have tried to capture some sense of the various IPR management systems encountered throughout Europe. However, the reality is that regional variations are even more diverse than expected as they also reflect the right of individual organisations to establish their own draconian IPR control mechanisms – or indeed to waive them completely. As noted, the 3D-ICONS IPR Scheme is already providing an example of best practice and therefore practical guidance for those considering their approach to IPR.

2.1 EU Directives relating to IPR

The EU has previously tackled the disparate copyright laws found in member states and has issued several directives aimed at harmonising law and practice.

Directive 96/9/EC “Database Directive”

Particularly relevant to 3D-Icons, this directive established the IP value of collected data, essentially acknowledging the value of effort which until then was not enforceable by law. Without this directive metadata would not have any IP value.

<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:31996L0009:EN:HTML>

2001/29/EC “Copyright Directive (InfoSoc Directive)”

This directive set out to harmonize copyright law through the EU and implement the World Intellectual Property Organization Copyright Treaty (WIPO).

<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:32001L0029:EN:HTML>

2003/98/EC “Re-use of public sector information (PSI Directive)”

This directive provides an EU wide framework to assist member states with the dissemination of publicly accessible materials.

<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:32003L0098:EN:NOT>

updated 23rd June, 2013 as 2013/37/EU

<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2013:175:0001:0008:EN:PDF>



2004/48/EC “Civil enforcement of IPR (IPRED1)”

This directive attempts to homogenise the judicial process involved with IP law in each member state with a focus on simplifying procedures and therefore minimising costs.

[http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:32004L0048R\(01\):EN:NOT](http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:32004L0048R(01):EN:NOT)

2005/0126/COD “Criminal enforcement of IPR (IPRED2)” Withdrawn

A proposed extension to IPRED1 to deal with criminal measure. It was officially withdrawn in 2010. Included here due to its reference to IPRED1.

<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:52006PC0168:EN:NOT>

2.2 World Intellectual Property Organization

Part of the United Nations tasked with promoting innovation and development through the fair use of intellectual property management including copyright, trademarks and patents. WIPO drafted the convention and subsequent treaties that form the foundation of global IP law.

<http://www.wipo.int/about-wipo/en/>

2.3 GPL, GFDL and Copyleft

Originally devised as a license structure for the distribution of community sourced software the GNU General Public License (GPL) has gained major support in recent years, in particular with the growth of online open source communities. One project member, CNR-ISTI, uses GPL for their software development. GPL is maintained by the Free Software Foundation (FSF). The current version, v. 3 was published in 2007.

GPL uses a Copyleft solution to protect the rights of the author. Copyleft licenses makes use of existing copyright law but allows for redistribution, including derivatives and modifications, as long as the original author is credited and that new works also follow the GPL license. Even though GPL is often associated with free software, vendors are allowed to charge for derived work as long as the new products carry the same GPL license.

The FSF also develop the GNU Free Document License which utilised the same copyleft concepts applied to the publication of books. Wikipedia uses a combination of the GFDL and CC-BY-SA for it's on-line encyclopaedia.



<http://www.gnu.org/licenses/gpl.html>

2.4 BSD-3 and FreeBSD

Similar to the GPL license, the BSD was designed to allow distribution of software while limiting the liability of the author. The most permissive of license structures that allows exploitation of the original material as long as credit is attributed. Unlike Copyleft policies, BSD allows for the development of proprietary or closed derivatives.

<http://www.linfo.org/bsdlicense.html>

2.5 CeCILL

A set of licenses similar in scope to GPL to assist with the distribution of software. Developed in France with a specific aim for greater compatibility with French copyright law. Developed in part by one of the project members, CNRS.

<http://cecill.info/index.en.html>

2.6 License versus Contract

When considering IPR the distinction must be made between a license and a contract. In many legal jurisdictions issues with licensing are covered by copyright laws whereas issues concerning agreements are covered by contract laws.

Using appropriate IPR structures therefore would remove the need for costly access contracts and facilitate a simpler system for developing digital content. The simplest approach would be to adopt a set of Creative Commons licenses for all derived or creative output.

2.7 Other useful web sites

Creative Commons

Founded in 2001 and thanks to the proliferation of the internet and web sites like Wikipedia, Creative Commons has become one of the most recognised licensing structures available. As this also forms the IP structure for Europeana and is used by a significant number of the project partners this topic will be discussed in some detail in Part 3.

<http://creativecommons.org>



Copyright for Creativity

Published in 2010 this declaration aims to gather support to positively influence future EU policy on IPR with particular reference to an emerging 'knowledge economy'.

<http://www.copyright4creativity.eu/>

Wikimedia Commons

An online repository of free digital media.

http://commons.wikimedia.org/wiki/Commons:Project_scope

Copyright Toolkit

A commercial consultancy firm offers a very useful online tool to assist those who encounter IPR issues but are not necessarily versed in copyright law. Individuals and SMEs that lack a legal team would benefit from the advice presented here.

<http://copyrighttoolkit.com/index.html>



Part 3: IPR and Creative Commons

As the use of Creative Commons⁵ is one of the legal pillars for Europeana, and indeed of other on-line media resources sites, we have summarised key information on Creative Commons for the Partners (some, but not all, of whom are of course already familiar with these licenses).

Creative Commons has its own search portal: <http://search.creativecommons.org>

Introduction (<http://creativecommons.org>):

Creative Commons is a non-profit organization that enables the sharing and use of creativity and knowledge through free legal tools. The idea of universal access to research, education, and culture is made possible by the Internet, but our legal and social systems don't always allow that idea to be realized. Copyright was created long before the emergence of the Internet, and can make it hard to legally perform actions we take for granted on the network: copy, paste, edit source, and post to the Web. The default setting of copyright law requires all of these actions to have explicit permission, granted in advance, whether you're an artist, teacher, scientist, librarian, policymaker, or just a regular user. To achieve the vision of universal access, someone needed to provide a free, public, and standardized infrastructure that creates a balance between the reality of the Internet and the reality of copyright laws.

Creative Commons [copyright licenses and tools](#) give everyone from individual creators to large companies and institutions a simple, standardized way to keep their copyright while allowing certain uses of their work — a “some rights reserved” approach to copyright — which makes their creative, educational, and scientific content instantly [more compatible with the full potential of the internet](#).

Creative Commons licenses require licensees to get permission to do any of the things with a work that the law reserves exclusively to a licensor and that the license does not expressly allow.

This is particularly important for Partners in 3D-ICONS where we are adding our own IPR to pre-existing resources. In creating a value-added chain of production, the access agreements indicated in Fig. 2 (above) are critical to us and to Europeana. This is an element that Creative Commons recognizes the requirement for but does not deal with, as it is very much a B2B agreement.

Creative Commons Licensees must credit the licensor, keep copyright notices intact on all copies of the work, and link to the license from copies of the work.

⁵ Refer to Appendix 1 for a description of each of the Creative Commons licenses.

Part 4: Current Practice and Proposals for Managing IPR within 3D-ICONS:

4.1 Current Practices

The preceding review of the structure and purposes IPR has stimulated and aided discussion among 3D-ICONS Partners and their content providers on the issue of managing the IPR chain, i.e. between content providers and surveyors, within 3D-ICONS, and with Europeana. It is clear that the pattern of IPR management across the partners and partner countries was and remains extremely variable.

4.1.1 Initial Assessment of IPR management policies

An initial survey was performed in August 2012 to assess the IPR methodologies already in use by project partners. The responses to this questionnaire enabled us to develop a sense of how IPR management was perceived within the group and what, if any, systems already existed. Immediately the complexity of IPR management established itself as the primary issue with regional and institutional differences accounting for the implementation of unique solutions where IPR was an issue.

“Many different agreements (GPL, CC) and even non-standard licensing schemes for particular cases.” CNR-IST, in response to the 2012 questionnaire.

The complexity of IPR and the lack of staff who were trained in this area was cited by several partners as the main reason why their organisations had not instituted any formal policies for the management of IPR chains. Also, several partners have developed longstanding informal agreements with Heritage Institutions to provide content at a local research and development level and initially they felt that this level of cooperation was sufficient for the project. As discussions within the project proceeded partners have realised that such informal relationships, while excellent for cooperative research, were insufficient for the distribution of results through Europeana.

The results of the initial survey indicated that 30-40% of the project partners have begun to use Creative Commons for all or part of their management strategy. Greater exposure of CC in everyday use has laid the foundation for dialogue on various IPR issues. CC has established a benchmark from which content developers and providers can begin discussion.

All of the partners agree that there was a need for clear and efficient guidelines on IPR that explained current IPR chains and best practice in this area on a national and international basis.

They felt that the discussion paper included in this deliverable was a major step in the right direction. However, local legally authorised approval is required and that the implementation of common protocols would actually facilitate greater development of publicly accessible digital resources.

4.1.2 On-going discussions and reappraisal of IPR policy

Circulation of the preliminary report initiated active discussions within the project and a second questionnaire was circulated by CMC in July 2013. This survey followed on with a more detailed investigation of the partners' current practice and included a preliminary exploration of their experience with organisations immediately outside of the project.

Complexity with IPR was still cited as a major issue with 60% of Partners required to negotiate separate access agreements with their respective institutions. This became even more complicated where Partners are dealing with multiple institutions necessitating separate policies for each data source.

“In our opinion Managing IPR issues at partner level risk to become a very complicated and cumbersome activity.” POLIMI in response to the 2013 survey.

As gatekeepers to the data, the institutions are free to set their own licensing structures which require adoption by project partners. A call for a higher-level policy on IPR management was iterated by several members who felt that inconsistency and ignorance within and between institutions generated overly complex structures. There was a real risk that the requirement to track IPR was killing projects.

“...no formal signed agreement exists, only verbal agreement. Therefore a formal inter-institutional IPR agreement must be established.” DISC in response to the 2013 survey.

Based on the preliminary report and subsequent discussions, some members have begun to review their policies in IPR. CNR-ISTI for example has implemented a modular approach that mirrors the IPR chains introduced in WP 7.1. By clearly identifying the output channels and their respective requirements CNR-ISTI can easily define the necessary rights at each stage of the project.

“Currently we are doing it in an informal way in most cases. But we are planning to prepare more formal documents to be signed by the involved partners that define the usage rights.” CNR-ISTI in response to the 2013 survey.

Ultimately, the final decision is up to National Institutions and content providers have to ask



permission for the data-acquisition and publication which can often delay the digitization process. So while this deliverable could offer solutions, further local agreements will be required.

File format was another issues raised by project members and although technical specifications are dealt with in Part 5, some IPR issues exist with the potential for multiple file formats. Analogous to the Entity/Details granularity issues associated with heritage sites claiming IPR on complex data-sets, where the possibly exists of a great numbers of derivative sub-sets, is in itself a challenge. For copyright to be enforceable, the potential derivative must contain a significant and recognisable part of the original protected material. Current parallels in creative media licensing offer guidance but more research is required to ensure suitability with a heritage framework.

“We need to develop a standardized procedure to metadata uploading and creating 3D models in order to encourage other possible national content providers to contribute to Europeana.” MNIR in response to the 2013 survey.

4.1.3 Proprietary File Formats

While it is by comparison with IPR, a minor issue, the use of proprietary file formats to store data also raised concern amongst the Partners. Many digitisation methods such as LiDAR scanning collects and stores data in a format developed by the hardware vendors. These unique file formats allows for highly efficient storage and retrieval of the data but often requiring the expense of installing costly software. The formats themselves are often subject to restrictive licensing.

This risk of incidental licensing, concomitant with software development, is potentially another level of IPR complexity when recommending file formats for public consumption. A common example is the Portable Document Format (PDF). Although a proprietary format owned by Adobe Systems, Adobe released it as an open standard and established a royalty-free license relating to the creation of PDF files. Without this explicit licensing arrangement the creation and viewing of PDF's would only be possible via Adobe licensed products and would definitely have prevented the development of the PDF as the standard document format.

Some project partners have already begun investigation of GPL licensing and promoting the use of open source software whenever possible to avoid the risk of accidental copyright infringement.

4.2 Standardising our Approach to IPR

As we move forwards we will widen our consultation with Partners and where practical draw in



Content Providers. It is likely that Partners will use Creative Commons to underpin the 3D-ICONS structure for managing the IPR acquired and created during the work of 3D-ICONS.

In line with the Europeana Licensing Framework we suggest that all content providers supply a detailed structure of the varied rights attributed to linked content. As this could be quite a complex undertaking for the providers, we recommend a simpler and more uniform approach.

At this point we are suggesting that the default starting point for IPR managed and created by 3D-ICONS partners is likely to be Creative Commons, Attribution, Non-commercial, No Derivatives (CC-BY-NC-ND).

If CC-BY-NC-ND is applied to all content created within 3D-ICONS by Imaging Partners and Development Partners (See Figure 2), then it will be clear to all providers of 3D-Entities and Details that 3D-ICONS respects the position of their content within the Activity Chain. Where necessary, 3D-ICONS Partners would then seek to establish common waivers to allow derivatives to be generated and for these derivatives to be used by the public both commercially and non-commercially.

This would still allow institutions to supply content with alternate rights structures providing that they outline the specific license in the associated metadata.

4.2.1 Imaging Partners

Imaging Partners must arrange access to the objects, sites and related materials for the purpose of capturing data and the making of digital models. Under the simplest access agreement, ownership of the resulting digital data and initial models will rest with the Imaging Partner who will release this primary data and models under the CC-BY-NC-ND terms to 3D-ICONS.

Any Shared IPR or liabilities between the Heritage Institution (HI) and the Imaging Partner need to be defined under their access agreement. One key purpose of the Access Agreement is to establish IPR ownership and assign appropriate share values of the IPR for any later royalty payments.

Common forms of agreement are:

- Commercial proposal: Imaging Partner tenders for access expecting a return from future exploitation. The HI may receive nominal royalties.
- Joint Venture: Both the Imaging Partner and HI, possibly in tandem with public funding, agree to a division of costs and therefore expect relevant shares of return.
- Imaging Commission: When a HI organises its own acquisition, either with its employees or



through subcontractors the HI in effect acts as the Imaging Partner.

4.2.2 Development Partners

Development Partners may of course be the same organisations as undertook the original imaging but their outputs are critically different. It is they who will produce the visualisation models that will be seen by the public as 3D-Entities and Details. In order to produce these 3D-Entities and Details, Development Partners need to have a Derivative Agreement with the original Imaging Partner. This may be an internal agreement, a Creative Commons Agreement, or a B2B agreement. But best practice within 3D-ICONS means that we are likely to require this critical step to be fully authorised. It makes sense that altering the earlier data sets will require a waiver to the original user license as it will acknowledge the generation of new IPR. Any commercial work will necessitate re-processing of the data and therefore it is likely that the two waivers will be issued together.

The derivative waiver would also allow the partner to generate new IPR of the reprocessed data that is substantially different from the original, and not be limited by the pre-existing CC license. These new items can be wholly commercial.

4.2.3 The Role of 3D-ICONS

3D-ICONS is not a legal entity and has no ability to own or manage IPR. Its function is to facilitate best practice in the digitization of heritage sites and objects and the release of appropriate 3D-Entities and Details to the public. The broad acceptance and appreciation of this deliverable indicates that there is an appetite for clarity in this field that is not being satisfied by national and international directives. We have therefore stepped up our presentation of the 3D-ICONS IPR Scheme at European conferences and will produce a public version of this deliverable for distribution on the web.

Part 5: Digitisation Guidelines – D2.1

A key feature of D2.1 is to help define deliverables in terms of the ‘granularity’ of the models and their sets provided to the public as part of the 3D-ICONS project. Within this report we have simply used the terminology of D2.1 – that 3D models of historic sites will be formed into sets of ‘3D-Entities and Details’. When scanning a building for example, the Building may be seen as a 3D-Entity while the → doorway → door → door panel → handle → lock etc. form increasingly refined 3D-Details. Various practical issues about how we quantify and define these 3D-Entities and Details are discussed in D2.1.

This also has an IPR side. Copyright is only enforced by use of a 'substantial' part of the whole. In the D2.1 example while we can protect the 'entity', we may not always be able to protect the 'details'. This is an important distinction. Commercialization is often through exploiting the details, licensing a motif for use as a pattern or a portion of an image in advertising.

D2.1 also acknowledges that technically derived derivatives can constitute different models. At what point does the decimation of one model becomes is a new model, 50%, 25% or less? Decimation of models can be an extremely skilled job or a mere press of a button. It is therefore by no means routine that a derived model inherits exactly the same IPR as the original. More commonly alteration, procedural or manual, will result in a new IPR event taking place?

It is important, therefore, that regardless of the granularity of the approach, once an item has been digitised and presented as a “self-contained” unit that then becomes subject to IPR.

This also raises the issue of multiple projects digitizing the same subjects but for different reasons. To continue the building example. Imagine we have three teams.

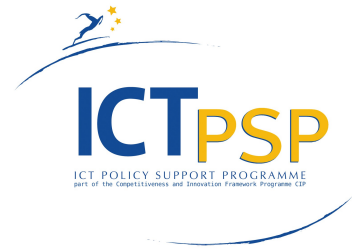
Team A: Scans building for architectural significance.

Team B: Scans the main entrance as it's considered unique.

Team C: Photographs in 2D all the stained glass throughout the building due to its artistic heritage.

Each team will own their respective IPR.

The doorway, classed as a detail for Team A, is the entity for Team B. The door, as a 'not substantial' part of Teams A's data set, enforcing IPR could be difficult, not so for Team B. The current reality is that Team B's data set would be richer, but this may not always be the case as different technologies advance. Team C also has a library of images. Is the entity the entire collection? Or does each image warrant its own status (this would also be true of books & manuscripts).



For the purposes of IPR module D2.1 offered two strategies, a restrictive policy involving only the metadata needed for Europeana and a liberal policy incorporating a wider range of ‘thumbnail’ derivatives. Control of master survey data would not be affected by these two suggestions.

From a 3D-ICONS contractual standpoint Europeana only requires a specific subset of metadata with an optional provision of a small thumbnail. Metadata is, however, also subject to IPR due to the EU directive on Databases. Therefore, it is clear that at a minimum the metadata should be presented with a suitable CC license – Europeana’s DEA. Europeana will then be able to link each of the projects. Visitors exploring a particular heritage site would be provided with off-site links to explore in deeper details the results of the other projects, possibly linking to commercial sites where materials could be purchased.

http://www.3dicons-project.eu/eng/Media/Files/Deliverable_2.1_final.pdf

Part 6: Europeana and Metadata

6.1 The Europeana Data Exchange Agreement

The Europeana Data Exchange Agreement⁶ is a flexible approach to the metadata provision. In particular, article 2 states that:

1. Notwithstanding the minimum requirements of paragraphs 2 and 3 of this article, it is in the discretion of the Data Provider to decide which Metadata and Previews it provides to Europeana, including the right to submit only Metadata and Previews with regard to a part of the Content held by it or its data providers and the right to submit only a part of the Metadata and Previews it has or its data providers have with regard to particular Content.
2. The Data Provider shall submit Metadata and Previews in accordance with the Metadata Specifications.

The documentation and transfer of metadata about the sites and objects that make up 3D-ICONS' 3D-Entities and Details will itself go through a process of refinement and development with Europeana. In IPR terms, however, it is clear that this information will be transferred to Europeana under a Creative Commons license (CC0). The range of metadata provided for 3D Models is only just becoming standardised through the work of projects such as the CARARE 2.0 metadata schema.

6.2 The CARARE 2.0 Metadata Schema

3D-ICONS will use the updated CARARE 2.0 schema to provide metadata to Europeana. The CARARE Schema is far richer than the EDM and has been developed specifically for the archaeological/architectural domain whilst being able to map to the European Data Model (EDM) developed by Europeana. Version 2.0 made some minor improvements to the existing schema and added some additional fields which are specific to 3D models.

This is particularly relevant because the CARARE 2.0 schema covers:

- the subject of the scanning (the heritage asset)
- the digital resources created (rows or derivatives images and 3D models)
- contextual entities (places, actors, time, objects).

⁶ A complete copy of the DEA can be found in Appendix 2



In addition, the CARARE 2.0 Schema allows for specification of Rights for whole collections, as well as Rights associated with the Heritage Asset, Rights associated with the digital object itself (copyright, access rights, reproduction rights) and Rights for the metadata. These Rights elements map to corresponding elements in EDM (as DC: Rights) where Rights statements may either be literal statements or (for EDM:Rights) can be encoded as URLs referring to web pages that contain information about the applicable rights. The web pages inform the user about the terms under which the digital object and the corresponding preview can be used. Europeana uses 12 different rights statements in total which define the type of access and use allowed (or not).

CARARE 2.0 therefore provides flexible and professional management of metadata. However, as a project we are aware of the need to document metadata specific to Europeana. Some sense of the core metadata being included in this approach can be gained from the following list of the Mandatory and Recommended fields for rights.

1) Collection information

Rights – associated with the collection as a whole.

2) Heritage Asset Identification Set

Record Information - Basic administrative information about the record. The information includes:

Metadata Rights – statement about any rights to the metadata, include a link to a licence online if appropriate.

Rights (source = DC) (Global) – a statement of any rights associated with the heritage asset.

References – these are sources of information about the heritage asset in publications and archival sources (for example, bibliographic references etc.). Do not include the digital objects (image, text, video, audio, 3D model, etc.) which your organisation is making accessible to Europeana – these should be described as Digital Resources, not References.

Source = MIDAS + DCMI Terms.

The information includes: **Rights** (source = MIDAS) (Global)

3) Digital Resource

Rights (source = MIDAS) (Global) – the rights associated with the digital object itself (copyright, access rights, reproduction rights).

Global Rights

Global rights elements in the CARARE 2.0 schema are information about the rights associated with the object, metadata and the digital surrogate being harvested into the service environment based on MIDAS Heritage. The information includes:

- Copyright credit line – a statement about the rights holder and rights dates
- Access rights – a statement about the access rights to the content.
- Reproduction rights – a statement about the reproduction rights including contact information
- License – a URI indicating a license or conditions for the use of the object or data, e.g. this could be a page on the content providers website which includes information about copyright, access rights and reproduction rights or a link to a Creative Commons license⁷ or the public domain mark⁸. Use as a supplement to the information above. It is always recommended that the Copyright elements are given when known.
- Europeana Rights – one of the 12 rights statements used by Europeana in its portal. Required for content being provided to Europeana.

6.3 Current mappings for CARARE 2.0 IPR expression in EDM

The current mappings for IPR expressions in EDM can be summarised as follows:

1) Provided Cultural Heritage Object e.g. Mona Lisa painting
dc:rights (Optional)

2) ORE Aggregation – Cultural Heritage Object
edm:rights (Mandatory) = URI

3) Web Resource (digital object)
dc:rights (Optional)
edm:rights (Optional) = URI.

In the current (first) implementation of EDM, the IPR statement is taken from the ORE Aggregation but in future implementations, the edm:rights statement associated with individual web resources,

⁷ <http://creativecommons.org/about/licenses/>

⁸ <http://creativecommons.org/publicdomain/mark/1.0/>



where present, will override the ORE edm:rights.

3D-ICONS is developing additional metadata specific to large-scale 3D-Models as an extension to the CARARE schema. However, it is envisaged that this metadata will be kept separately in data stores managed by the 3D model 'owners' who will manage their own IPR as appropriate.

Information on the CARARE 2.0 schema can be found at:

<http://3dicons-project.eu/eng/Media/Files/D6.1-Report-on-Metadata-Thesauri>

References

Note that the EDM is evolving and additional fields may be added in the future enabling more CARARE 2.0 fields to be mapped to it. For further information on the EDM - see

<http://pro.europeana.eu/edm-documentation>.

3D-ICONS is developing additional metadata specific to large-scale 3D-Models as an extension to the CARARE schema. However, it is envisaged that this metadata will be kept separately in data stores managed by the 3D model 'owners' who will manage their own IPR as appropriate.

Appendix 1 – Creative Commons Licenses

The following information is a synopsis of the various Creative Commons (CC) licenses copied directly from: <http://creativecommons.org/> and is intended as an overview of those licenses. Please refer to the web site for more in depth information and copies of the relevant legal documents.

The Creative Commons Licenses

Public Domain CC0

The person who associated a work with this deed has dedicated the work to the public domain by waiving all of his or her rights to the work worldwide under copyright law, including all related and neighbouring rights, to the extent allowed by law.

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Legal Code: <http://creativecommons.org/licenses/by-nc-nd/3.0/legalcode>



Appendix 2 – Europeana Data Exchange Agreement (DEA)

The Europeana Data Exchange Agreement (DEA) is part of Europeana strategy in IPR which aims to encourage heritage institutions to supply data to Europeana.

The DEA is a ready drafted agreement based on the Creative Commons CC0 1.0 Universal Public Domain Dedication and enables parties to supply metadata to Europeana.

More details about can be found on the Europeana web site:

<http://pro.europeana.eu/web/guest/data-exchange-agreement>

A copy of the DEA is attached to this document.



Europeana Data Exchange Agreement

Parties:

Europeana Foundation (formerly EDL Foundation)

Address: Koninklijke Bibliotheek, Prins Willem-Alexanderhof 5,
2509LK The Hague, The Netherlands

Phone: +31 70 314 0952

URL: www.europeana.eu

Name of authorised Person: Jill Cousins

Title/Role in organisation: Executive Director

Work Phone: +31 70 314 0952

Work Email: jill.cousins@kb.nl

Hereafter named: 'Europeana'

And

Name of organisation:

Address:

Phone:

Email:

URL:

Name of authorised Person:

Title/Role in organisation:

Work Phone:

Work Email:

Hereafter named: 'Data Provider'

whereas

- a. Europeana has the objective to provide access to Europe's cultural and scientific heritage;
- b. Europeana has, for this purpose, undertaken the task of ingesting, indexing, enriching and making available descriptive metadata and previews on objects that are part of that heritage;
- c. Europeana thereby intends to benefit both the holders of these objects and the public at large;
- d. Europeana has no intention to include any data in its database other than such metadata and previews;
- e. the Data Provider has and/or can create metadata and previews that are appropriate to form part of this database;
- f. the Data Provider is willing to make (a part of) these metadata and previews available for this database, under the conditions of this agreement;
- g. in some domains (such as museums) it can be difficult to differentiate clearly between content and metadata, and as a result whatever data is given to Europeana is called, for purposes of this agreement, metadata; and
- h. Europeana wishes to make all metadata in its database available for reuse to all its Data Providers and the public at large.

the Parties have agreed to the following:

Article 1 Definitions

CC0 1.0 Universal Public Domain Dedication: The Creative Commons Universal Public Domain Dedication as published at: <http://creativecommons.org/publicdomain/zero/1.0/>. The version of CC0 1.0 Universal Public Domain Dedication that is published on the Effective Date is attached to this agreement as **Annex 1**.

Content: a physical or digital object that is part of Europe's cultural and/or scientific heritage, typically held by the Data Provider or by a data provider of the Data Provider.

Europeana Network: The Network of Europeana's Content Providers and Aggregators (former CCPA), as established in accordance with article 12 of Europeana's articles of association.

Effective Date: The date on which this agreement commences, in accordance with article 5, paragraph 1.

Europeana.eu: The Europeana website, its data and its machine interfaces, all without necessarily being disclosed under URL europeana.eu.

Europeana Data Use Guidelines: Non-binding guidelines for users of data published by Europeana, on the Effective Date made available at <http://www.europeana.eu/portal/data-usage-guide.html>.

Intellectual Property Rights: Intellectual property rights including, but not limited to copyrights, related (or neighbouring) rights and database rights.

Metadata: textual information (including hyperlinks) that may serve to identify, discover, interpret and/or manage Content.

Metadata Specifications: The most recent version of the Metadata specifications published by Europeana and available at <http://europeana.eu/schemas/> on the Effective Date

Preview: A reduced size or length audio and/or visual representation of Content, in the form of one or more images, text files, audio files and/or moving image files.

Public Domain: Content, Metadata or other subject matter not protected by Intellectual Property Rights and/or subject to a waiver of Intellectual Property Rights.

Third Party: Any natural or legal person who is not party to this Agreement

URI: Uniform Resource Identifier, URLs (Uniform Resource Locators) are URIs.

Article 2 Provision of Metadata and Previews

1. Notwithstanding the minimum requirements of paragraphs 2 and 3 of this article, it is in the discretion of the Data Provider to decide which Metadata and Previews it provides to Europeana, including the right to submit only Metadata and Previews with regard to a part of the Content held by it or its data providers and the right to submit only a part of the Metadata and Previews it has or its data providers have with regard to particular Content.
2. The Data Provider shall submit Metadata and Previews in accordance with the Metadata Specifications.
3. The Data Provider must make best efforts to provide Europeana with correct Metadata on the Intellectual Property Rights to the Content, including the identification of Content that is Public Domain as being Public Domain.
4. Europeana shall ensure that future versions of the Metadata Specifications are compatible with the Metadata Specifications in place on the Effective Date. Before mandating changes to Metadata Specifications, Europeana must consult the Europeana Network.
5. Europeana shall collaborate with the Data Provider within thirty (30) days upon the latter's request, for the correction, update and removal of Metadata provided by the Data Provider.

Article 3 Use of Metadata

1. Under the condition that the requirements of paragraphs 2 and 3 of article 2 are met, Europeana shall include the Metadata provided by the Data Provider in the database held by Europeana and shall publish these Metadata as a part of this database.
2. Europeana shall publish all Metadata, including the Metadata provided by the Data Provider prior to the Effective Date, under the terms of the CC0 1.0 Universal Public Domain Dedication and is hereby authorized by the Data Provider to do so. The Data Provider recognizes that it hereby waives – to the greatest extent permitted by, but not in contravention of, applicable law – all Intellectual Property Rights in the Metadata it has provided and will provide to Europeana. If – according to the applicable law – such waivers are not legally binding in particular territories the “Public License Fallback” in sec. 3 of the CC0 1.0 Universal Public Domain Dedication will apply, and the Metadata provided by the Data Provider is licensed non-exclusively, unconditionally, free-of-charge for all types of use and for all territories to the public. For details about the waiver/public license see the Text of the CC0 1.0 Universal Public Domain Dedication under the URL mentioned in Article 1 above.
3. In as far as the Data Provider has provided or will provide Europeana with Metadata that it has aggregated from Third Parties or that otherwise originate from Third Parties, the Data Provider shall ensure that these Third Parties have authorized the Data Provider to authorize Europeana in accordance with paragraph 2 of this article.

4. When making available Metadata or any parts thereof under the terms of the CC0 1.0 Universal Public Domain Dedication, Europeana will provide a link to the Europeana Data Use Guidelines with the CC0 1.0 Universal Public Domain Dedication.
5. When Europeana publishes Metadata that can be (in whole or in part) attributed to the Data Provider, Europeana is obliged to give attribution to the Data Provider and to the party or parties referred to by the Data Provider through the europeana:dataProvider field (or its equivalent in a later version) of the Metadata Specification.
6. In the event that Europeana publishes a translation or transcription based on Metadata provided by the Data Provider, Europeana shall identify the translation or transcription as such.

Article 4 Use of Previews

1. Notwithstanding paragraphs 2 and 3 of this article, Europeana is entitled to allow use of the Previews by visitors of Europeana.eu and Third Parties in accordance with terms specified by the Data Provider in the europeana:rights field (or its equivalent in a later version) of the Metadata Specifications.
2. Europeana is entitled to store and publish on Europeana.eu all Previews provided by the Data Provider, though only in combination with the Metadata that pertain to the same Content.
3. Europeana is entitled to publish the URLs pointing to the Previews together with other Metadata, unless the Data Provider indicates to Europeana in writing that it does not allow Europeana to do so. In the latter case, Europeana will only use the Previews in accordance with paragraph 2 of this article.
4. In as far as the Data Provider is the proprietor of Intellectual Property Rights to the Previews it provides to Europeana, the Data Provider hereby grants Europeana a license to use these rights in accordance with this article, without affecting any moral rights that it may have in these Previews.
5. In as far as the Data Provider has provided or will provide Europeana with Previews that it has aggregated from Third Parties or that otherwise originate from Third Parties, the Data Provider ensures that these Third Parties have authorized the Data Provider to enable Europeana to perform paragraphs 1 and 2 of this article.

Article 5 Term

1. This Agreement enters into force as of the date of signature of the parties.
2. The Agreement shall end on the 31st December following the Effective Date. The Agreement will be renewed automatically for a period of one year every 1st January, unless terminated by one of the parties, by written notice received by the other party ultimately on 30 September of that year.

Article 6 Liability and Notice and take Down

1. The Data Provider must make best efforts to ensure that performance by Europeana of articles 3 and 4 does not constitute an unlawful act towards a Third Party, including but not limited to:
 - a. a violation of Intellectual Property Rights of a Third Party;
 - b. an infringement of personality, privacy, publicity or other rights; or
 - c. an infringement of public order or morality (hate speech, obscenity, etc.).
2. In the event that performance by Europeana of articles 3 and 4 constitutes an unlawful act towards a Third Party, Europeana shall assist the Data Provider in limiting the negative consequences of such unlawful act, however without accepting any liability. In the performance of this obligation, Europeana shall use the notice and take down procedure of paragraph 3 of this article.

3. In the event that a Data Provider or a Third Party notifies Europeana that it is of the opinion that performance by Europeana of articles 3 and 4 constitutes an unlawful act towards any party, Europeana shall within 5 working days decide whether it considers the notice (i) void of grounds, (ii) readily awardable or (iii) subject to debate, and Europeana shall perform the following:
 - (i) In the event that Europeana considers the notice void of grounds, it shall inform the notifying party accordingly.
 - (ii) In the event that Europeana considers the notice readily awardable, it shall take all required measures to end the unlawful state. Europeana shall inform both the notifying party and the Data Provider of its decision.
 - (iii) In the event that Europeana considers the notice subject to debate, it shall inform the notifying party of this decision and allow the Data Provider to provide its views on the opinion within five (5) working days from the date that Europeana has forwarded the opinion to the Data provider. Upon receipt of the views of the Data Provider, Europeana shall decide within five (5) working days whether measures are required to end an unlawful state. Europeana may decide to request the notifying party and, subsequently, the Data Provider for further views.
4. Both parties shall hold the other party free and harmless of any action, recourse or claims made by any Third Party due to the non-observance of its obligations under this agreement.

Article 7 Termination

1. Either party may terminate this agreement at any time on the material breach or repeated other breaches by the other party of any obligation on its part under this agreement, by serving a written notice on the other party identifying the nature of the breach. The termination will become effective thirty (30) days after receipt of the written notice, unless during the relevant period of thirty (30) days the defaulting party remedies the breach.
2. This agreement may be terminated by either party on written notice if the other party becomes insolvent or bankrupt, if the Data Provider's project ends or if the Data Provider withdraws or ceases operations. The termination will become effective thirty (30) days after receipt of the written notice.
3. Upon termination of this agreement, Europeana shall only be obliged to remove Metadata and Previews provided by the Data Provider if the Data Provider request Europeana to remove the Metadata and Previews. Removal shall happen no later than 30 days after such a request has been received by Europeana.
4. Termination of this agreement does not affect any prior valid agreement made by either party with Third Parties.

Article 8 Miscellaneous

1. If any term of this agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.
2. This agreement replaces all data provider and/or data aggregator agreements concluded by Europeana and the Data Provider before the Effective Date and all Metadata and Previews provided to Europeana by the Data Provider under the conditions of such other agreement are, as of the Effective Date, considered to be provided under the conditions of the present agreement.
3. This agreement may be supplemented, amended or modified only by the mutual agreement of the parties. Any modification proposed by Europeana must be notified to the Data Provider in writing. The Data provider shall be allowed at least two months from the date of reception of the notice to accept the new agreement. If the modifications are not accepted by the Data Provider in writing within the

allowed period, the modifications are presumed to have been rejected. If the proposed modifications are rejected by the Data Provider, Europeana has the right to terminate this agreement against 31 December of any year, with a one month notice.

4. This agreement is drawn up in English, which language shall govern all documents, notices, meetings, arbitral proceedings and processes relative thereto.
5. This agreement shall be construed in accordance with and governed by the laws of The Netherlands.
6. All disputes arising out of or in connection with this agreement, which cannot be solved amicably, shall be referred to the mediation group of the Europeana Network for mediation. The outcome of the mediation process will be binding on the parties.

Signed by both parties:

Date:

Date:

22.09.2011

Data Provider:

Europeana:



Creative Commons Legal Code

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Statement of Purpose

The laws of most jurisdictions throughout the world automatically confer exclusive Copyright and Related Rights (defined below) upon the creator and subsequent owner(s) (each and all, an "owner") of an original work of authorship and/or a database (each, a "Work").

Certain owners wish to permanently relinquish those rights to a Work for the purpose of contributing to a commons of creative, cultural and scientific works ("Commons") that the public can reliably and without fear of later claims of infringement build upon, modify, incorporate in other works, reuse and redistribute as freely as possible in any form whatsoever and for any purposes, including without limitation commercial purposes. These owners may contribute to the Commons to promote the ideal of a free culture and the further production of creative, cultural and scientific works, or to gain reputation or greater distribution for their Work in part through the use and efforts of others.

For these and/or other purposes and motivations, and without any expectation of additional consideration or compensation, the person associating CC0 with a Work (the "Affirmer"), to the extent that he or she is an owner of Copyright and Related Rights in the Work, voluntarily elects to apply CC0 to the Work and publicly distribute the Work under its terms, with knowledge of his or her Copyright and Related Rights in the Work and the meaning and intended legal effect of CC0 on those rights.

1. Copyright and Related Rights. A Work made available under CC0 may be protected by copyright and related or neighboring rights ("Copyright and Related Rights"). Copyright and Related Rights include, but are not limited to, the following:

- i. the right to reproduce, adapt, distribute, perform, display, communicate, and translate a Work;
- ii. moral rights retained by the original author(s) and/or performer(s);
- iii. publicity and privacy rights pertaining to a person's image or likeness depicted in a Work;
- iv. rights protecting against unfair competition in regards to a Work, subject to the limitations in paragraph 4(a), below;
- v. rights protecting the extraction, dissemination, use and reuse of data in a Work;
- vi. database rights (such as those arising under Directive 96/9/EC of the European Parliament and of the Council of 11 March 1996 on the legal protection of databases, and under any national implementation thereof, including any amended or successor version of such directive); and
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