Project Acronym: EAwareness
Grant Agreement number: 297261
Project Title: Europeana Awareness

D5.3: Evaluation report on the Europeana Licensing framework

Revision	Final
Date of submission	27 June 2013
Author(s)	Paul Keller (PK), Lisette Kalshoven (LK), Maarten Zeinstra (MZ), Kennisland
Dissemination Level	Public

Project co-funded by the European Commission within the ICT Policy Support Programme

REVISION HISTORY AND STATEMENT OF ORIGINALITY

Revision History

Revision No.	Date	Author	Organisation	Description
1.0	27/6/2013	PK	Kennisland	Final
0.9	26/6/2013	PK	Kennisland	Final draft
0.8	24/6/2013	PK, MZ, LK	Kennisland	Consolidated text
0.7	12/6/2013	PK	Kennisland	Review draft*
0.5	03/6/2013	PK	Kennisland	Initial draft

* The review draft has been presented and discussed as part of a half day review session with Jill Cousins, Julia Fallon (Europeana), Patrick Peiffer (Bibliothèque nationale de Luxembourg), Lucie Guibault, Manon Oostveen (University of Amsterdam) and Lisette Kalshoven (Kennisland). This review session resulted in amendments of the review draft that have been incorporated into the Consolidated text version.

Statement of originality:

This deliverable contains original unpublished work except where clearly indicated otherwise. Acknowledgement of previously published material and of the work of others has been made through appropriate citation, quotation or both.

Table of Contents

This deliverable contains an evaluation of the Europeana Licensing Framework that defines how Europeana deals with copyright and related rights. The Europeana Licensing Framework structures the relationship between Europeana and its Data Providers and between Europeana and its end users. The licensing Framework has been developed as part of the Europeana Connect platform between 2009 and 2011. In September 2011 the Licensing framework was adopted by the Europeana Foundation.

WP5 of the Europeana Awareness project is responsible for the implementation and fine tuning of the Europeana Licensing Framework. This deliverable contains the first review of the licensing framework after its full implementation in September 2012 and is based on the ongoing evaluation of the various elements of the Europeana Licensing Framework. It builds on deliverable D5.1 which included an analysis of the rights status of all collections in Europeana in Q2 2012.

Parts of this document builds on the work undertaken by the Europeana Network Task Force on additional values for edm:rights which was active between June 2012 and June 2013 and was coordinated under WP5 of Europeana Awareness.

In parallel to this review the Europeana Creative and Europeana Cloud projects have started to work on an extension of the Europeana Licensing Framework. This work is not covered in this deliverable. It is however important to note that there is close coordination between the work undertaken in Europeana Awareness WP5 and the corresponding work packages in the Europeana Creative and Europeana Cloud projects. This includes the design principle that possible extensions of the Europeana Licensing Framework must not interfere with the functioning of the basic layers of the Europeana Licensing Framework.

This document is structured as follows: after a brief general evaluation of the overall framework we will address specific issues related to elements of the Europeana Licensing Framework. The licensing of metadata, the licensing of previews, the rights statements related to digital objects that are made available via the Europeana Licensing Framework and finally the presentation of rights information on the Europeana portal. Each issue is concluded with one or more recommendations.

1. General Evaluation

The existing Europeana Licensing Framework[1] is built on three design principles. One of them applies to how Europeana deals with *Metadata* and another applies to how Europeana deals with *Content* (the digital objects that are described by the metadata that is published by Europeana). The last establishes how Europeana deals with *Previews* that are displayed on Europeana. This framework has been developed based on the fact that Europeana is a

---

[1] In this paper the term Europeana Licensing Framework applies to the overall framework that governs the relationship between Europeana, its Data Providers and its users. This includes the Europeana Data Exchange Agreement, the Europeana Terms for User Contributions but also the Europeana Public Domain Charter. All information about the Europeana Licensing Framework can be found in a special section of the Europeana Professional website. A subset of this information was published in October 2011 in a brochure with the same title

metadata aggregator and not a content aggregator and does not host the actual digital objects that can be accessed via the services provided by Europeana:

- **All metadata that is published by Europeana must be available under the same terms that encourage reuse.** This design principle has been implemented by publishing all Europeana metadata under the terms of the CC0 Universal Public Domain Dedication. Data providers grant Europeana the right to do so via the *Data Exchange Agreement* that must be concluded before they contribute Metadata to Europeana. Likewise The *Europeana Terms for User Contributions* establish that all metadata contributed by users can be published by Europeana under the terms of CC0.
- **Each digital object that is available via Europeana must carry its own rights statement.** This design principle has been established by introducing a mandatory rights field (edm:rights) into the Europeana Data Model. Each Metadata record needs to contain a rights statement (taken from a limited list of allowed statements) that describes the rights status of the digital object described by that Metadata record.
- **Previews are treated as an instance of the digital objects from which they are derived.** The Europeana Licensing Framework assumes that any previews provided to Europeana are covered by the same rights statement as the Digital Objects they belong to. As a result the Preview files are not covered by the CC0 Universal Public Domain Dedication that applies to the Metadata that is published by Europeana.

These design principles (and in particular the first two) are primarily influenced by the objective to minimize operational complexity for the ever growing Europeana and to provide users (both human and machine) with easy-to-process information regarding the rights status of information they encounter on/via Europeana.

So far the Europeana Licensing Framework is proving to work very well. While the decision to introduce the Framework in October 2011 was highly controversial (primarily related to the decision to publish all Metadata under CC0), the adoption has not led to any significant loss of metadata and/or Data Providers from Europeana[2]. The use of CC0 is largely uncontroversial at this point and allows Europeana to show leadership in the open data community. **With regards to the licensing of metadata the introduction of the Europeana Licensing Framework can be considered completed.**

With regards to the rights labeling of the digital objects available via Europeana we are currently undertaking a rights labeling campaign aimed at getting rights statements for all digital objects. This is primarily due to the fact that rights statements have only become mandatory in 2011 and as a result there are large numbers of digital objects that are missing rights labels. Europeana is currently involved in a catch-up operation to obtain rights statements for Metadata records that had been contributed before the rights statements became mandatory.

This is progressing well: in March 2013, 70% of all 26.8 million metadata records in Europeana contained a rights statement (up from 50% in August 2012). 21% of all digital

---

[2] In total three existing Data Providers have opted not to sign the *Data Exchange Agreement* and have stopped contributing Metadata to Europeana.

objects that are available via Europeana carry a public domain rights statement and another 9% are available under one of the Creative Commons licences. This means that 30% of all digital objects available via Europeana are clearly labelled for reuse by third parties.
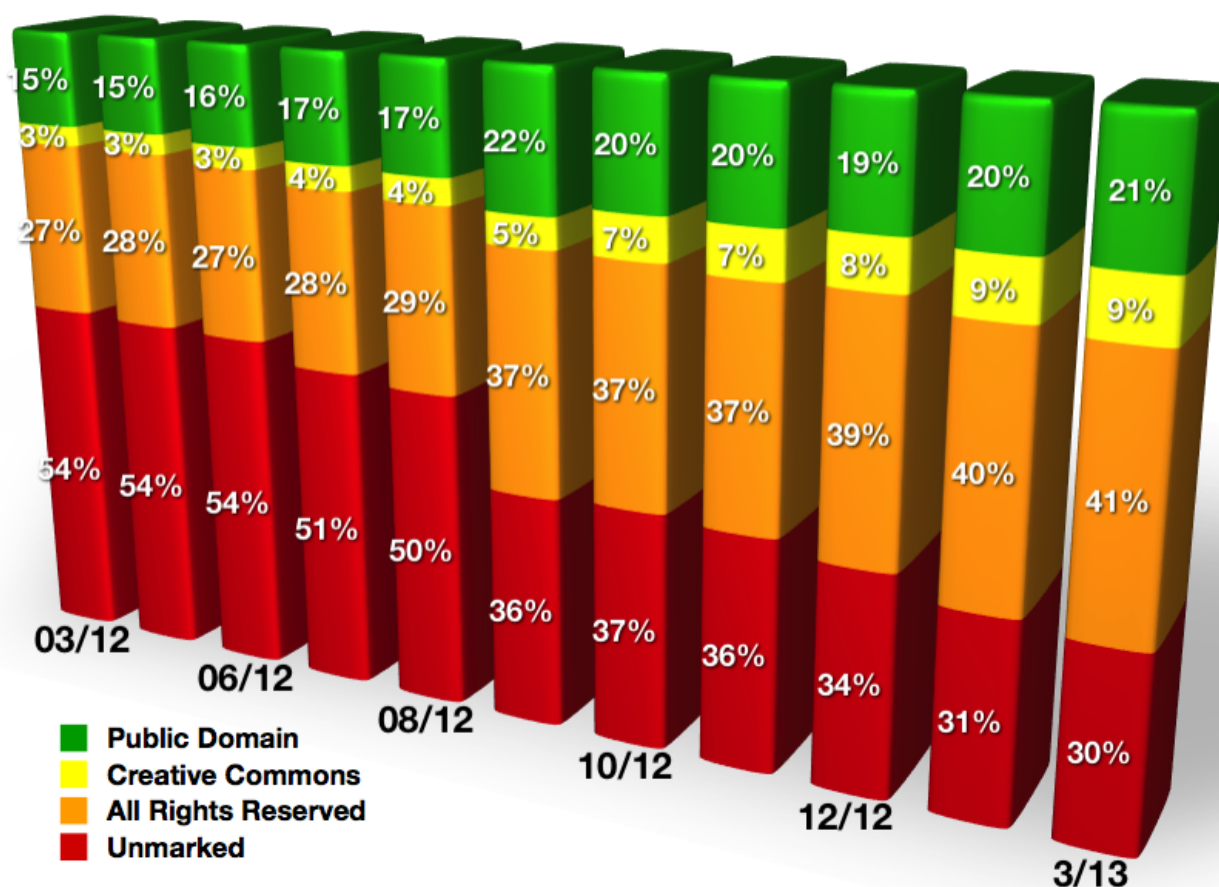

Figure 1: Rights label per category (as percentage of total)

This highlights a unique aspect of the Europeana Licensing Framework. The rights statements provided by cultural heritage institutions (the Data Providers) are checked by an independent entity (Europeana) to ensure that that the Data Providers do not falsely claim rights to digital objects that actually reside in the public domain[3].

In addition we expect to be able to make available a large number of Public Domain works via Europeana in the coming months. Over the past year the Europeana Network Task Force on additional values for edm:rights has worked on a rights statement for Out of Copyright works that are being digitized in the context of public-private partnerships (see section 5.1 below). Google and other digitization partners have been consulted as part of this process and they have indicated that they are comfortable with the proposed new rights statement. As a result there are no more legal barriers for contributing collections that have been digitized as part of such public-private partnerships.

All in all, the general approach of offering a limited list of standardized rights statements has proven itself to work well for the purpose of a platform such as

---

[3] This mechanism exists to ensure that Europeana and its Data Providers comply with the principles of the Europeana Public Domain Charter.

Europeana. While the rights labeling campaign is progressing well it has also brought a number of issues to our attention. These issues mainly relate to the scope and differentiation of the existing rights labels. These issues will be discussed in the section 5 below.

One of the main challenges of the introduction of the Europeana Licensing Framework has been the communication about basic concepts of the Framework. During the implementation it has become increasingly clear that familiarity with basic concepts like metadata or previews varies among the organisations and individuals interacting with the Europeana Licensing Framework. This is aggravated by the diversity among the affected stakeholders. Given this situation is desirable to have a glossary of terms and concepts used as part of the licensing framework.

Recommendation 1: Produce a reference glossary of terms and concepts used by the Europeana Licensing Framework and make this available across the Europeana Network.

A second general issue that has emerged since the introduction of the Europeana Licensing Framework is related to data aggregators who are aggregating metadata and content for Europeana. Europeana increasingly relies on aggregators when ingesting new data. While the Europeana Licensing Framework has been designed to work for Data Aggregators and Data Providers alike[4], data aggregators need to ensure that they obtain the data that they provide to Europeana under terms that allow them to provide this data to Europeana under the conditions established by the Europeana Data Exchange Agreement (DEA).

From interactions with a number of Data Providers it has become clear that not all Data Aggregators used aggregation agreements that are compatible with the relevant provisions of the Data Exchange Agreement. At the Europeana Data Aggregators Forum in May 2013 this issue has been discussed with the participating Data Aggregators. In this context it has been suggested that Europeana could provide template language that, when incorporated into a aggregation agreement, would ensure that the aggregated metadata and previews can be submitted to Europeana in line with the conditions established by the DEA.2

Recommendation 2: Produce template language for aggregation agreements that would ensure compatibility with articles 3 ('Use of metadata') and 4 ('Use of previews) of the Europeana Data Exchange Agreement.

2. Metadata

As mentioned in the introduction the general principle to use a single license for all the metadata that is published by Europeana is working well and the adoption of CC0 did not lead to any substantial loss of data. However we observe that some types of Data Providers, such as archives, are more reluctant to provide metadata under the terms established by the Europeana Data Exchange Agreement than others. Some of the Data Providers have

---

[4] The Data Exchange Agreement that underpins the Europeana Licensing Framework replaced separate agreements for Data Providers and data aggregators.

indicated that as a result of the decision to use CC0 they are withholding some of the metadata (such as long descriptions) that they would contribute to Europeana if it would be published under more restrictive licensing conditions. Given that Europeana currently does not contain a large number of digital objects with rich metadata it is difficult to assess the impact of this. However this issue will be addressed as part of the ongoing extension of the Europeana Licensing Framework that is undertaken in the context of the Europeana Cloud[5] and Creative projects.

> **Recommendation 3:** Continue to work with archives to identify their needs and encourage them to contribute metadata to Europeana.

At the moment only very few metadata fields are mandatory and as a result the amount and quality of the metadata in Europeana varies widely between collections. Making more metadata fields mandatory can make an important contribution to the user experience offered by Europeana and to the value of the services offered by Europeana.

Reliable metadata is an important instrument in determining the rights status of digital objects both by Data Providers and by Europeana. From the perspective of the Europeana Licensing Framework it would be desirable to improve the availability and quality of the metadata available via Europeana. This will allow Data Providers with determining the rights status of digital objects and help Europeana with checking if rights statements are correctly applied by Data Providers. In the long run such information could potentially be used to perform automated public domain calculations.

Specifically it would be helpful to record the year of creation/first publication of an underlying work and the date of death of the longest living author. Given the fact that this type of metadata is not always available the provision of this information cannot be made mandatory, but Data Providers should be encouraged to provide this information whenever it is available. In addition Europeana could focus automated enrichment activities on these types of metadata, possibly in collaboration with projects like ARROW, FORWARD, VIAF and the single European Database for Orphan Works that is currently being developed by OHIM.

> **Recommendation 4:** Explore the possibility of defining a core set of metadata fields that can be made mandatory.

> **Recommendation 5:** Explore ways to increase the availability and quality of metadata relevant for determining the rights status of digital objects by working with Data Providers and other projects like ARROW and FORWARD.

---

[5] The Europeana Cloud project has as one of its objectives the integration of rich(er) research metadata into Europeana.

3. Previews

From the outset previews have had a special place in the Europeana Licensing Framework as they sit in between the clearly defined categories of content (digital objects representing cultural heritage objects) and metadata (descriptive information about the cultural heritage objects).

In contrast to all other content, Europeana stores and publishes previews that it is provided by its Data Providers. While the Europeana Data Exchange Agreement stipulates that the previews do not fall under the scope of the CC0 and that they are published by Europeana under the terms indicated in edm:rights, the fact that they are not published under CC0 has not been sufficiently clear to all Data Providers. This has created some amount of confusion after the initial transition to CC0. Based on this we emphasised the fact that previews do not fall under the CC0 grant in all communications about the Europeana Licensing Framework.

While the Europeana Licensing Framework does not contain any rules regarding the size and or quality of previews used by Europeana it has become clear that minimum quality criteria for Previews are necessary to improve the user experience offered by Europeana to its users. Given this we would support the development of such minimum quality criteria. At the same time the possibility of embedding rights metadata in the preview files should be explored.

> **Recommendation 6:** Establish a Europeana Network task force to develop minimum quality criteria for previews on Europeana and explore the possibility of embedding rights metadata in preview files.

4. Digital objects

Europeana does not store digital objects but rather provides access to them at locations (URLs) provided by the data providers. The Europeana Licensing Framework requires data providers to provide a rights statement (edm:rights) with each metadata record to indicate the conditions under which the corresponding digital object can be used by third parties (see the next section for a discussion of the list of rights statements available to data providers).

When the Europeana Licensing Framework was originally drafted it was assumed that there would be one digital object representing each cultural heritage object and as a result there currently is one edm:rights statement per metadata record (ore:aggregation). In Figure 1 below there are two versions of the digital object, the preview (edm:object) and the digital object on the site of the data provider (edm:isShownBy). The edm:rights statement is applied on the level of the aggregation and applies to both versions of the digital object:
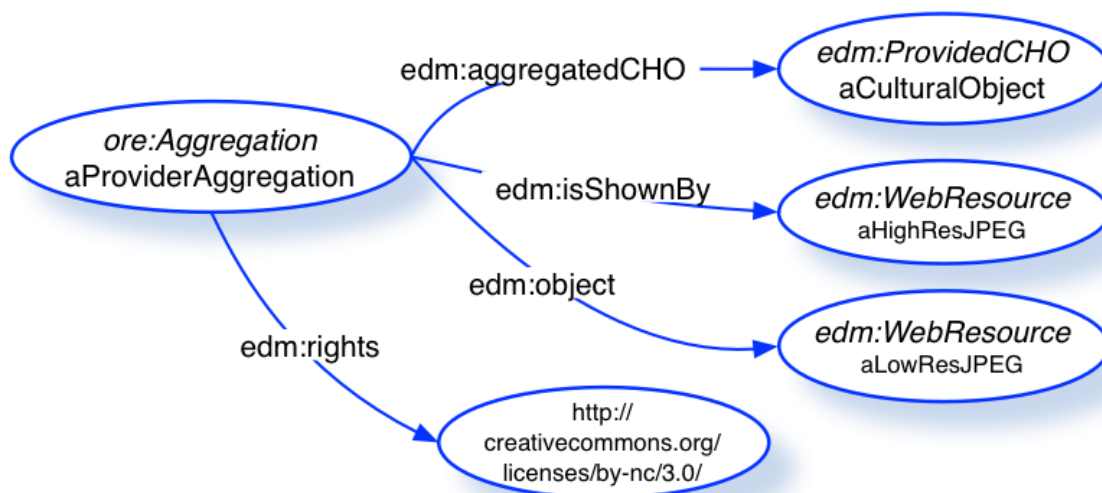
Figure 2: Current situation: 1 edm:rights statement per metadata record (ore:Aggregation)

Since the conception of the Europeana Licensing Framework the Europeana Data Model has evolved to allow Cultural Heritage Objects being represented by multiple Digital Objects that may be of different types (image, audio, text, video) and can thus have different rights statements. In order to allow the Europeana Licensing Framework to accurately describe the rights status of all digital objects referenced by a metadata record it is necessary to move the rights statements from the level of the aggregation to the level of the individual digital objects . In Figure 2 below we see an example of a metadata record (ore:Aggregation) that contains multiple digital objects (edm:object, edm:isShownBy, edm:hasView) that have edm:rights statements attached to them (in red). Note that these rights statements are different per digital object and that there is also an edm:rights statements attached to the metadata record/aggregation:
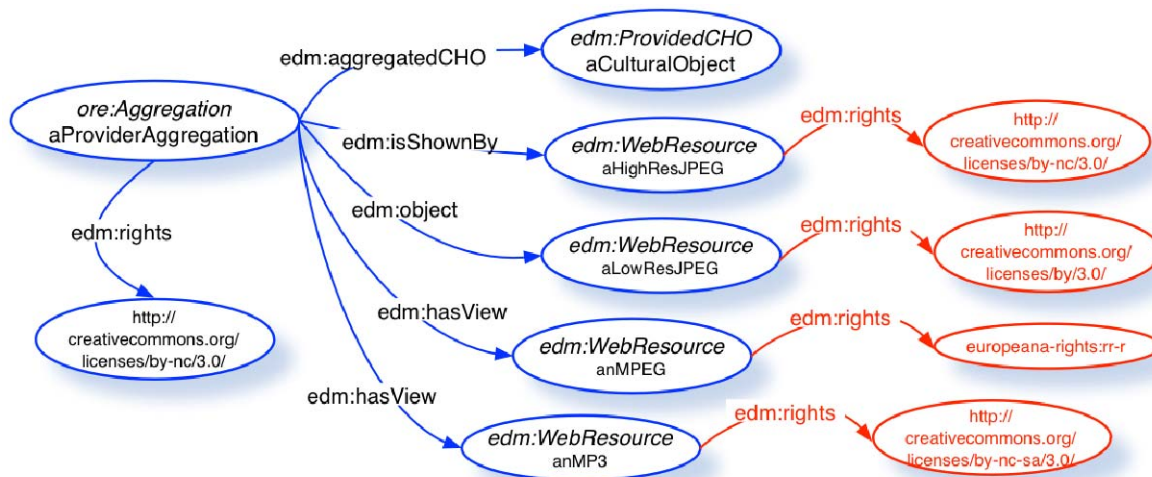

Figure 3: Proposed situation: 1 edm:rights statement per digital object.

The presence of the edm:rights statement on the metadata record/aggregation level is important for the transition from the current situation (1 rights statement per metadata record) to the new situation (1 rights statement per digital object) as it allows a smooth transition to the new situation: If no edm:rights statement is present at the digital object level the digital objects inherit the rights statement from the aggregation level. If there are rights statements

at both levels then the more specific rights statement (the one on the digital object level) takes precedence over the less specific one (the one at the aggregation level).

The above scenario has been worked out in close cooperation with the metadata modeling specialists at the Europeana foundation. While the conceptual changes are relatively straightforward the implementation will require a significant amount of work both on the level of displaying the rights information and the level of getting data providers to provide rights statements. Once the new scenario has been implemented it also allows us to abandon the third original design principle of the Europeana Licensing Framework ('Previews are treated as an instance of the digital objects from which they are derived') as it will be possible to provide rights statements for previews that differ from the rights statements for the other digital objects in an aggregation.

> **Recommendation 7:** Modify the Europeana Data Model so that edm:rights statements are provided at the level of individual digital objects instead of the level of all representations (aggregations). Implement a transition strategy that informs data providers about this possibility.

With regards to digital objects one other issue has surfaced since the introduction of the Europeana Licensing Framework. A number of data providers have indicated that they have difficulties determining which of the two Public Domain statements available should be used for their collection. While this question is relatively simple from a legal perspective (the PDM is to be used if there are no copyrights and or related rights in the digital object and CC0 is to be used when there are copyrights and or related rights that the data providers wants to waive) in practice there seems to be considerable need for more clarity in particular among museums.

> **Recommendation 8:** Highlight the existing guidelines for the use of the two Public Domain statements supported by the Europeana Licensing Framework (PDM and CC0) and organize a workshop with the museum sector to discuss the needs of museums contributing to Europeana.

5. Available rights statements

The Europeana Data Exchange Agreement requires Data Providers to provide a rights statement for each metadata record that they are submitting to Europeana. This requirement is implemented by making a value in the edm:rights field of the Europeana Data Model mandatory. The values for edm:rights are taken from a controlled list of rights statements that is maintained by Europeana Awareness WP5 and is published at http://pro.europeana.eu/available-rights-statements

This setup makes it possible to change the rights statements that can be used with edm:rights without having to change the Europeana Data Exchange Agreement or the Europeana Data Model specification. The following section contains a review of the existing list of rights statements. Part of this work has been undertaken in the Europeana Network

task force on additional values for edm:rights which was active between June 2012 and June 2013. This task force which was was coordinated by WP5 of Europeana Awareness brought together representatives from different types of Data Providers (Libraries, Museums and Archives). The final recommendations of the task force[6] have been included in sections 5.1 and 5.2 below.

5.1 Rights statement for works that are out of copyright but whose use is restricted by contractual agreements

The task force recommended 'that a new rights value for the edm:rights field is created. This rights value should use the contractual restrictions that result from a public-private partnership as the trigger (to ensure that it cannot be applied to all PD material) and should indicate that the digital object can be freely accessed by anyone but may be re-used for non-commercial purposes only. The rights statement must, if publicly available, also contain an expiry year that notes the year in which the digital object can be reused by anyone for any purpose (and reverts to PDM)'. Based on this recommendation we suggest the addition of the following statement to the list of rights values for edm:rights:

name	Out of copyright - non commercial reuse
edm:rights	http://www.europeana.eu/rights/out-of-copyright-non-commercial/
description	This rights statements is intended for use with digital representations of public domain objects that have been digitized in a public-private partnership wherein the partners have agreed to contractual limitations to take reasonable steps to limit or discourage commercial reuses. This rights statement may only be used for digital representations of objects where such contractual agreements exist and must, where publicly available, specify a year of expiration (the first calendar year in which the digital object can be used by third parties without restrictions on commercial use).
statement text	This object has been digitized in a public-private partnership. As part of this partnership, the partners have agreed to limit commercial uses of this digital representation of the object by third parties [until the year xxxx] [only when that metadata is provided]. You can, without permission, copy, modify, distribute, display, or perform the digital object, for non-commercial uses. For any other permissible uses, please review the terms and conditions of the Data Provider. In some jurisdictions moral rights of the author may persist beyond the term of copyright. These rights may include the right to be identified as the author and the right to object to derogatory treatments. When using this digital object please respect Europeana's usage Guidelines for public domain works.

---

[6] http://pro.europeana.eu/documents/297450/0e031e06-d705-4cf9-9b2e-441db51404df

dependencies	To store the year of expiry, we will need a new metadata field. The suggested field is edm:rightsExpirationDate. This field will be used to store a date [YYYY], when publicly available, that represents the first year in which the digital object can be used without any restrictions. In practice this would mean that this field can be used to query the database on a yearly basis and change the associated rights statements to PD[7].

Recommendation 9: Add a new rights statement (as outlined above) to the list of available rights statements that can be used with Digital Objects representing Public Domain Works that have been digitized in a public-private partnership resulting in contractual restrictions on commercial reuse by third parties.

Recommendation 10: Add a new field to the EDM specification for storing the end date of a copyright claim, license or other type of restriction on reuse as expressed in the edm:rights field of the metadata record.

5.2 Rights statement for Orphan Works

On October 25th 2012 the European Union adopted Directive 2012/28/EU on certain permitted uses of orphan works. Once implemented this directive will allow many of Europeana Data Providers to use orphan works online. To enable them to make such works available via Europeana, a corresponding rights statement will need to be added to the list of available rights statements for edm:rights.

In line with this the task force recommended 'the addition of a orphan works statement to the list of rights values for edm:rights.' Based on this recommendation we suggest the addition of the following statement to the list of rights values for edm:rights:

name	Orphan work
edm:rights	http://www.europeana.eu/rights/eu-orphan/
description	The Orphan works statement can be applied to objects that have been identified as orphan works in the country of first publication and in line with the requirements of the national law implementing Directive 2012/28/EU of the European Parliament and of the Council of 25 October 2012 on certain permitted uses of orphan works.
statement text	This item has been identified as an orphan work in the country of

---

[7] An alternative approach would be not to add another field, but instead rely on enabling an "infinite" amount of year-specific edm:rights values. For example: http://www.europeana.eu/rights/out-of-copyright-non-commercial/2015.

[7] This would work similar to the country- or version- specific versions of CC licenses, which the Europeana Licensing Framework already copes with.

	first publication and in line Directive 2012/28/EU of the European Parliament and of the Council of 25 October 2012 on certain permitted uses of orphan works. For this item no rightsholder(s) have been identified or, if one or more of them have been identified, none has been located despite a diligent search for the rightholders having been carried out. The results of the diligent search are available at [link to online database maintained by OHIM]. If you have information about the identity or the location of the rightsholder(s), please contact the Data Provider. You are free to make any of the acts permitted by your national copyright and related rights act, including browsing, printing and making a copy for your own personal purposes.

Since April 2013 Europeana Awareness WP5 has been in contact with the OHIM, the entity tasked with implementing the single European Database for registering orphan works that is required by the directive. These discussions mainly focus on ensuring interoperability between the database developed by OHIM and the Europeana database . In this context it seems useful to explore to possibility to link Europeana metadata records that refer to orphan works to the corresponding record in the single European database currently under development. This would enable the rights statement to link directly to the corresponding record (in place of the link to the database).

It should be noted that the EU directive on certain permitted uses of orphan works also created so called 'partial orphans' (works where some rights holders have been identified while others have not). In the logic of the Europeana Licensing Framework digital objects representing such works should be labeled with a rights reserved statement. As a result the addition of a separate 'partial orphan' rights statement is not necessary.

Recommendation 11: Add a new rights statement (as outlined above) to the list of available rights statements that can be used with Digital Objects representing works that have been identified as Orphan Works in line with the requirements of the national law implementing Directive 2012/28/EU of the European Parliament and of the Council of 25 October 2012 on certain permitted uses of orphan works.

Recommendation 12: Work with OHIM to explore to possibility to link Europeana metadata records that refer to orphan works to the corresponding record in the single European database.

In order to avoid overlap between the new orphan works rights statement and the existing unknown rights statement it is necessary to modify the description of the unknown rights statement.

The current description of the unknown rights statement includes a reference to orphan works ('The Unknown rights statement can be applied to objects for which the Data Provider does not have conclusive information pertaining to the rights status of the digital object (e.g. orphan works).') which needs to be removed to avoid confusion.

The task force recommended 'to modify the description of the 'unknown' rights statement to clarify that it is not intended to describe the rights status of orphan works.' Based on the recommendation of the task force we propose to change the unknown rights statement as follows:

name	Unknown copyright status
edm:rights	http://www.europeana.eu/rights/unknown/
description	The Unknown rights statement can be applied to objects for which the Data Provider does not have conclusive information pertaining to the rights status of the digital object. This is intended for objects where a diligent search has not taken place (and which as a result cannot be labeled as orphan works) but which have nevertheless been submitted to Europeana. This statement should not be used without prior consultation with the Europeana ingestion team.
statement text	The copyright and related rights status of this digital object is unknown. Please refer to the website of the Data Provider for additional information. You are free to make any of the acts permitted by your national copyright and related rights act, including browsing, printing and making a copy for your own personal purposes.

Recommendation 13: Modify the existing unknown rights statement in line with the above to clarify that it is not intended for use with orphan works. Review all digital objects currently labeled with the unknown rights statement to see if it is properly used.

5.3 Rights reserved statements

The list of available rights statements currently contains three rights reserved statements. These statements are intended for use with digital objects that are under copyright. When the licensing framework was first conceived it was assumed that digital objects under copyright could fall into one of three categories. Digital objects that are freely accessible on the website of the Data Provider, digital objects that are accessible only when a payment is made and digital objects that are accessible with certain restrictions (such as a requirement to register with the website of the Data Provider or only available to members of a certain group). Based on this three rights restricted rights statements were introduced:

- Rights Reserved - Free Access
- Rights Reserved - Restricted Access
- Rights Reserved - Paid Access

While Rights Reserved - Free Access is the most widely used rights statement in Europeana (at the time of writing 8.6 million of the 26.8 million objects in Europeana carried this rights statement), the other two are used much less frequently used: Paid Access currently applies to 1.3 million objects and Restricted Access to 1.1 million objects. However what makes them problematic is the fact that both are in seeming contradiction of another principle that applies to Europeana:

> *Each metadata record (ore:Aggregation) in Europeana needs to contain a link **to at least one publicly available digital object**. This means that Europeana will not publish metadata related to Cultural Heritage Objects that are not publicly available.*

At the moment the rights statement are applied at the Aggregation level and as such apply to all digital objects (views) of a Cultural Heritage Object. This means that strictly speaking the use of these two rights statements is in contradiction of the above quoted principles.

On the other hand research undertaken by Kennisland in the context of this review (see Annex 1) has shown that these two rights statements are used in a manner that is not in line with the specifications of the Europeana Licensing Framework:

- Only 1% of the metadata records contain a restricted access statement link to digital objects that cannot be freely accessed.
- Only 8% of the metadata sets contain a paid access statement link to digital objects that cannot be accessed without payment

Both rights statements were designed to communicate the forms of access that end users have to an object, not the copyrights or similar rights. Given the way these rights statements are used in practice it appears sensible to rethink if these two rights statements are necessary and to review the original design considerations that underpin the rights reserved statements.

In the light of the above quoted design principle and the fact that the amount of truly access restricted digital objects available via Europeana is extremely small (12.000) it appears sensible to remove the rights reserved - restricted access statement from the list of available rights statements. Unless the data provider in question (Judaica Europeana) is willing to make these objects available under one of the other rights statements this means removing these 12.000 records from Europeana.

With regards to the rights reserved - paid access statement the situation is slightly different. this rights statement is mainly used for digital objects that can be purchased on the websites of the Data Providers. In the majority of the cases (99.7%) the user has access to a limited quality version (often with watermarks) of the digital object on the website of the Data Provider so access to the digital object is not really conditional on a payment. Instead the payment gives access to a better quality version of the digital object. This is also the case in a number of other collections that are not labeled with the rights reserved - paid access statement.

Given the above we can conclude that the rights reserved - paid access statement is frequently used in a misleading way. It does not alert users to the fact that the digital object they are interested in can be accessed only after a payment has been made. Instead it appears that Data Providers use it in order to signal that a high(er) quality version of the digital object can be accessed in exchange for a payment.

If we decide that this situation is undesirable there are two possible remedies: Europeana could enforce the use of the rights reserved - paid access statement to collections where the access is conditional on a payment (for example where the full digital object such as an ebook can only be obtained after purchase).

In addition Europeana could introduce an indication that a digital object is available for purchase on the site of the Data Provider that can be used in combination with all other rights statements. In combination with the rights reserved - free access statement such an extra indication ('paid version available') would effectively fulfil the role that the existing rights reserved - paid access statement is currently used for.

Finally the rights reserved - free access and rights reserved - paid access statements could be fine-tuned to provide more information to the end users, by renaming them 'free access - no reuse' and 'paid access - no reuse'. Also the text of the rights statement should be modified so that it refers to 'digital object' instead of 'item' and 'work'.

> **Recommendation 14:** Retire the rights reserved - restricted access statement.

> **Recommendation 15:** Introduce an additional metadata field that can be used to indicate that a digital object is available for purchase on the site of the Data Provider. This metadata field can be used by data providers on a voluntary basis in combination with other rights statements.

> **Recommendation 16:** Work with data providers that are currently using the rights reserved - paid access statement to ensure that they correctly use the rights statement for collections where the access to the full digital object is conditional on a payment.

> **Recommendation 17:** Rename the rights reserved - free access statement into 'free access - no reuse' and the rights reserved - paid access into 'paid access - no reuse' and replace all references to 'item' and 'work' by 'digital object'

5.4 A neutral namespace for Europeana rights statements

The current Europeana Licensing Framework is a mix of agreements (the DEA and the UCC terms of use) that have been specifically drafted for Europeana, rights statements that have been specifically drafted for Europeana, rights statements (licences) that are provided by Creative Commons and usage guidelines that have been specifically drafted for Europeana.

In total the Europeana Licensing Framework currently has 6 Europeana-specific statements (rights statements and usage guidelines):

- the Rights Reserved - Free Access statement
  http://www.europeana.eu/portal/rights/rr-f.html
- the Rights Reserved - Restricted Access statement
  http://www.europeana.eu/portal/rights/rr-r.html
- the Rights Reserved - Paid Access statement
  http://www.europeana.eu/portal/rights/rr-p.html
- the Unknown copyright status statement
  http://www.europeana.eu/portal/rights/unknown.html
- the Europeana Usage Guidelines for public domain works
  http://www.europeana.eu/portal/rights/pd-usage-guide.html
- the Europeana Usage Guidelines for Metadata
  http://www.europeana.eu/portal/rights/metadata-usage-guidelines.html

All of these have been drafted to answer a specific need identified as part of establishing the Europeana Licensing Framework, all of them are hosted by Europeana (in the Europeana namespace) and all of them can be used as rights statements by others (by pointing to the URLs).

With the emergence of undertakings similar in nature to Europeana, chief among them the Digital Public Library of America (DPLA), the question arises whether it is desirable to have rights statements that are (a) specific to Europeana and (b) reside in the Europeana namespace.

From an interoperability perspective, it would be desirable for similar projects to use the same rights statements for digital objects with the same underlying rights status. For example, a digital object described on Europeana that is freely accessible but may not be reused[8] will be labelled with Rights Reserved - Free Access on Europeana and it would be desirable that objects with the same rights status that are available via the DPLA should carry the same rights statement.

This works well with the rights statements provided by Creative Commons. Given that the Europeana rights statements are Europeana branded and reside in the europeana.eu namespace they are not really optimised for reuse by projects other than Europeana. Given this, it has been suggested to move the current Europeana rights statements to a 'neutral' namespace that is jointly maintained by Europeana and the DPLA. This namespace could host rights statements that are used by both parties (for example a Rights Reserved - Free Access statement) but also rights statements that can only be used by one of the projects (for example the orphan works statement mentioned in the preceding section which only applies to the member states of the EU and thus does not make sense for the DPLA).

A first step in this process is to examine whether there is indeed an intention to collaborate on this. Given the clear benefits of interoperability and existing contacts between the two projects, this appears likely. Once the intention has been established, it needs to be decided

---

[8] Other than reuses that fall under an exception of limitation to copyright.

who maintains the neutral namespace. In addition to maintaining it as a joint project, should also be explored whether a third party with experience in this areas (such as Creative Commons) can contribute to this.

Separating the rights statements from Europeana also makes sense from an engineering perspective. The rights statements rely on persistent URIs for identification and the Europeana portal is not optimized to provide persistent URIs. At the moment the rights statements resolve through redirects. This functionality was broken for almost two months after the launch of the last version of the Europeana portal resulting in broken rights labels for more than 6 million objects during this period.

> **Recommendation 18:** Work with the DPLA and other interested parties in establishing a neutral name space for the Europeana specific rights statements.

6. Rights information on the portal

In this final section of the document we are looking at how rights information is displayed on the europeana.eu portal. To the user of the website rights information is communicated in two different ways: As individual rights statements related to individual digital objects and as categories for filtering search results.

While the copyright facet in the advanced search works well, the amount of different rights statements that can be used for filtering a search can be perceived as confusing. Instead of listing all available rights statements (currently there are 12 different options, if all of the above recommendations are implemented this number will rise to 13) it would make sense to group the rights statements by the freedoms that they give to end users. This would make it possible to reduce the number of available filters from 13 to 7.

- Public Domain (PDM and CC0)
- Free access no reuse (Free access no reuse, Orphan works)
- Paid access no reuse
- Free access, non-commercial reuse only (CC-BY-NC, CC-BY-NC-SA, Out of Copyright - non commercial reuse)
- Free access, reuse allowed (CC-BY and CC-BY-SA)
- Free access, reuse allowed, no modifications (CC-BY-ND, CC-BY-ND-NC)
- Unknown copyright status

Working with a smaller set of grouped rights labels can be expected to make the copyright facet more useful to the average user[9]. For users with more specific needs it might be worth preserving the ability to use individual rights statements as search filters as part of an advanced search functionality.

---

[9] An alternative approach would be breaking the statements in their "atoms" and use these in the facets. With the plus and minus signs that are currently used to (de-)activate facets, this would allow users to create their own combination from elements like "free access", "paid access", "reuse allowed", "non-commercial re-use only", "derivatives allowed", "share alike required", "unknown".

> **Recommendation 19:** Modify the copyright facet in the search box to offer the above categories as filters.

With regards to the display of the rights statements on the search results pages the general approach taken so far seems to work well. The rights statements are displayed immediately underneath the preview images (as rights labels). When clicking on a rights label the user is taken to the full rights statement either within the europeana.eu namespace (rights reserved, unknown) or in the creativecommons.org namespace. It remains to be seen if this approach needs to be modified as a consequence of the decision to move the rights statements from the level of the metadata record to the level of the digital objects (see recommendation 7 above) as this will introduce the possibility of having more than one rights label on a search result page.

In addition it will also be necessary to come up with a way of integrating the new paid version available indicator/button (see recommendation 15 above) with the existing rights labels.

7. User Contributed Content (UCC)

The final issue that the review of the licensing framework has unearthed is the treatment of User Contributed Content on the Europeana portal. At the moment UCC is made available through Europeana in the same way as digital objects from the collections of cultural heritage institutions. The only indication that a digital object has been contributed by a user and not by a cultural heritage institution is a 'Source: UGC' statement in the metadata belonging to that object[10]. This statement is not very prominent and as a result it is questionable if this approach to identify user contributed content in Europeana is in line with Europeanas own UGC policy which establishes the principle that:

> When making available user contributions, Europeana will ensure that the presentation layers differentiate very clearly between end user contributions and content contributed by institutions.

After reviewing the Europeana Licensing Framework we have come to the conclusion that the difference between UCC and institutionally contributed content should be made more obvious than it currently is. This should be done by clearly identifying UCC as such, for example by choosing a different background color for the box that contains the preview or otherwise applying a consistent visual marker across the different displays on the portal.

> **Recommendation 20:** Clearly identify User Contributed Content as such across the entire Europeana.eu portal by applying a visual marker.

Finally User Contributed Content offers another challenge. In many cases UCC consists of digital objects with associated stories. Under the Europeana Terms for User Contributions the digital objects are made available under the terms of a Creative Commons Attribution

---

[10] see for example :
http://europeana.eu/portal/record/2020601/D9C60C35C62D1F9F22F7A8DFCB39941581A5F505.html

ShareAlike license and the associated metadata under CC0. This means that the user stories are published under CC0 with the metadata. Given that user stories generally are personal stories that are highly originals it seems reasonable to make them available under the same terms as the digital objects.

Recommendation 21: Explore if it is possible to publish user contributed stories under terms other than CC0.

Annex 1: Rights Reserved Review

Lisette Kalshoven & Maarten Zeinstra (Kennisland), 3 june 2013

Introduction

Europeana introduced the Europeana Licensing Framework two years ago. That licensing framework gives data providers options to label their works with all Creative Commons licenses and public domain tools as well as three rights reserved statements. These last three statements (Rights Reserved - Free Access, Rights Reserved - Paid Access and Rights Reserved - Restricted Access) are designed to communicate to end users how a work can be accessed at the data providers website. After two years we are now reviewing this design decision.

Looking at the collections in Europeana with a Rights Reserved - Restricted Access and Rights Reserved - Paid Access statements from the perspective of an end user we reviewed how do these statements correlate with the access to content provided on the websites of the data providers. We queried Europeana's api for all collections that have more than 50% of their objects labeled as Rights Reserved - Paid Access or Rights Reserved - Restricted Access and used this as an input to verify if the intention of the statement matched the functionality of the data providers site.

Overview

65 collections have labeled more than 50% of their objects with Rights Reserved - Restricted Access or Rights Reserved - Paid Access. Together they contain 2.441.560 objects, an additional 8.455.389 objects have the Rights Reserved - Free Access statement. At the time of the review Europeana contained 26.780.219 objects.

Rights Reserved - Restricted Access

Currently 49 collections contain more than 50% objects that are labeled with Rights Reserved - Restricted Access, for a total of 1.131.110 objects. One of these collections uses the statement correctly from an end user's perspective. This collection holds 12.003 objects, which makes out 1% of the Rights Reserved - Restricted Access total.

Provider of the collection that uses this statement correctly:

- [Judaica Europeana](#)

Collection Number with RR-R statements	Observed Restrictions
8504	No Restrictions
4802	No Restrictions
2021201	I need to login but I see a preview

9306	No Restrictions
9328	I see nothing without logging in
10701	No Restrictions
10702	No Restrictions
4101	No Restrictions
9303	No Restrictions
9326	No Restrictions
9334	No Restrictions
9325	No Restrictions
9335	No Restrictions
10626	Empty Set
10601	No Restrictions
10619	No Restrictions
10621	No Restrictions
10623	No Restrictions
10614	Empty Set
10616	No Restrictions
10625	Empty Set
10607	Empty Set
10615	Empty Set
10622	No Restrictions
10617	Empty Set
10604	Empty Set
10620	No Restrictions
10606	Empty Set
10608	No Restrictions
10611	No Restrictions
10612	No Restrictions

10618	No Restrictions
10624	No Restrictions
10613	No Restrictions
10603	No Restrictions
10609	No Restrictions
10605	No Restrictions
10602	No Restrictions
7602	No Restrictions
9200169	Empty Set
2022333	I need to login but I can see a preview
2022109	No Restrictions
2022116	I need to login but I can see a preview
2022108	No Restrictions
2022114	No Restrictions
2022101	I need to login but I can see a preview
2022013	No Restrictions
2022010	No Restrictions
2022011	No Restrictions

Rights Reserved - Paid Access

Currently 16 collections have more than 50% objects labeled with Rights Reserved - Paid Access, for a total of 1.310.450 objects. Out of those collections five use it correctly from an end user's perspective. Together these six collections hold 105.053 objects, which makes out 8% of the Rights Reserved - Paid Access total.

Providers of the six collections that use this statement correctly:
- The European Library
- Open up!
- ASSETS (collections 1, 2 & 3)

Collection Number with RR-P statement	Observed Restrictions
9200109	I can buy but see a preview

2023702	I can buy, but see a full-size preview with watermarks
2023708	I can buy, but see a full-size preview with watermarks
2023705	I can buy, but see small-size preview with watermarks
2023707	I can buy, but see a full-size preview with watermarks
2023709	I can buy, but see a full-size preview with watermarks
2023710	I can buy, but see a full-size preview with watermarks
11610	I can buy but see a preview
2023701	I can buy, but see a full-size preview with watermarks
2023703	I can buy, but see a full-size preview with watermarks
2023706	I can buy, but see a full-size preview with watermarks
2023704	I can buy, but see a full-size preview with watermarks
11005	I see nothing without logging in
11007	I see nothing without logging in
11004	I see nothing without logging in

Conclusions

Only about 117.000 collections are correctly covered by either a Rights Reserved - Restricted Access or a Rights Reserved - Paid Access statement. This is 0,4% of the total objects that Europeana now holds. It is the opinion of the researchers that the added complexity of three rights reserved statements doesn't outweigh its proper use. We propose to bring back al of these three statements to a single statement called 'Rights Reserved' or 'Rights Reserved - Open Access'.