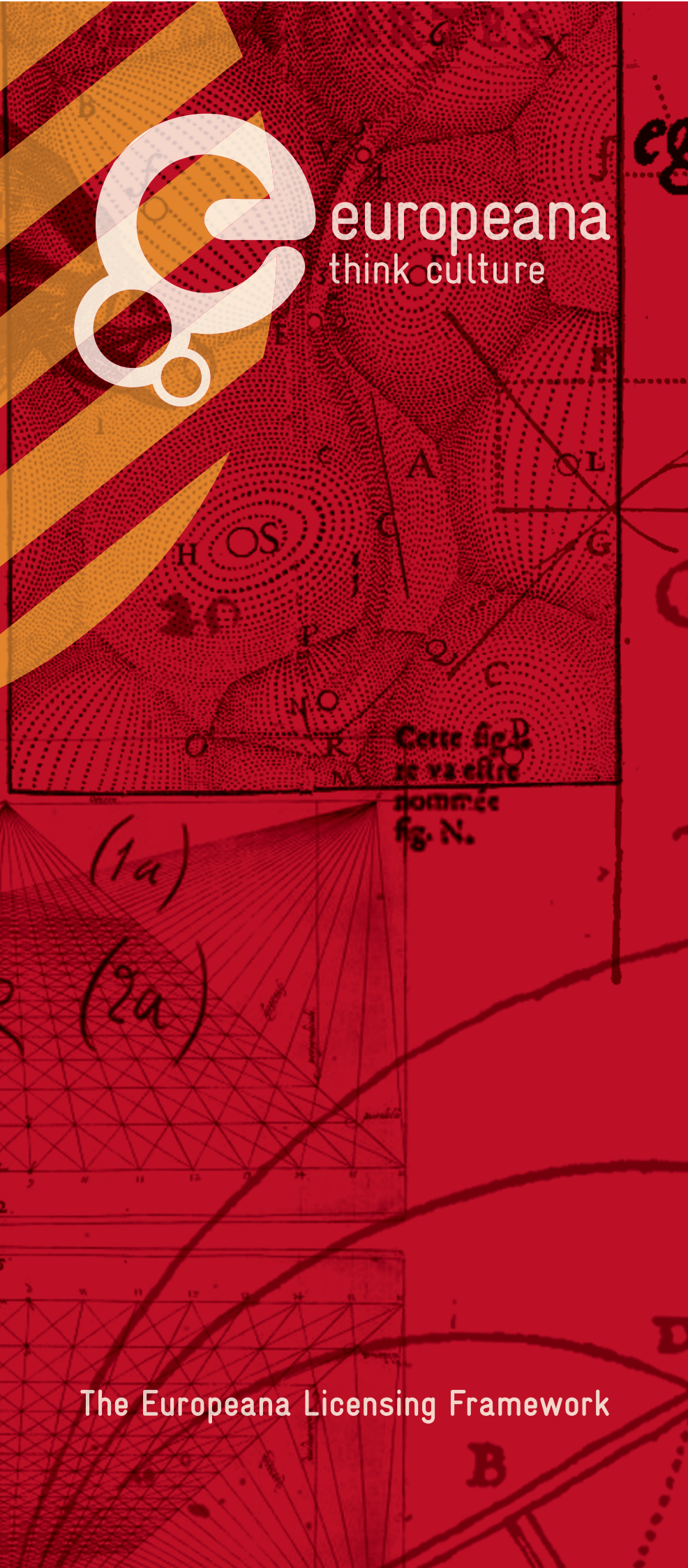


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The Europeana Licensing Framework

Acknowledgements

Europeana would like to acknowledge the team that collaborated in the development of the Europeana Licensing Framework, namely the Institute for Information Law of the University of Amsterdam, the Dutch digital strategy think-tank Kennisland and the National Library of Luxembourg. The work on the Licensing Framework was funded as part of the EuropeanaConnect project, which was coordinated by the Austrian National Library.

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<http://creativecommons.org/publicdomain/zero/1.0/>



“Metadata related to the digitised objects produced by the cultural institutions should be widely and freely available for re-use”

'The new Renaissance', report by the Comité des Sages on Bringing Europe's Cultural Heritage On-line, 10 January 2011

The Europeana Licensing Framework in the light of Strategic Plan

Europeana is Europe's digital library, archive and museum. The portal, launched in 2008, has become 'the most visible representation of European cultural heritage online'.¹ At the end of 2011 the portal gives access to a European treasury of 20 million books, pictures, films, maps, archival records, museum objects and sound recordings from over 1500 of Europe's memory institutions. Beyond its position as a destination portal, Europeana undertakes advocacy to remove barriers to access to help deliver on the Digital Agenda for Europe.

The Europeana Licensing Framework provides an important underlying layer facilitating many of Europeana's activities. This framework helps govern the relationships of Europeana, its data providers and its users. Europeana uses standard, interoperable and machine-readable licences to allow the data to talk to other applications and services. The licences frame in a clear way what can and cannot be done by human and machine agents with the metadata and the content it accesses. Additionally, the Europeana Licensing Framework introduces community norms to support best practice among users and re-users.

The Europeana Licensing Framework underpins Europeana's Strategic Plan 2011-2015². Many of the intentions expressed in the Plan depend for their successful implementation on the Framework. The Plan sets out 4 strategic tracks for the future development of Europeana:

¹ Neelie Kroes, vice-president of the European Commission responsible for the Digital Agenda

² The Europeana Strategic Plan can be accessed here: http://pro.europeana.eu/c/document_library/get_file?uuid=c4f19464-7504-44db-ac1e-3ddb78c922d7&groupId=10602

Aggregate

Build the open trusted source for European cultural heritage content.

Europeana will continue to grow the number of objects and expand the network. We aim to tackle the 20th century black hole by bringing in more in-copyright content in collaboration with publishers and rights holders. We also aim to improve the quality of the content and enhance its context by piloting Linked Open Data initiatives.

Facilitate

Support the cultural heritage sector through innovation, knowledge transfer and advocacy.

Europeana's value is created by its network of data providers and aggregators. We will nurture innovation in the cultural heritage sector by making our code open source and by investing in semantic web technologies. We will also take a strong advocacy role, promoting policies and business models that favour opening up access to cultural heritage content.

Distribute

Make the heritage available to users, wherever they are, whenever they want it.

Europeana will continue to build our portal and improve its functionalities according to users' expectations. However, recent studies show that users want content delivered through the sites they habitually use for research or leisure like Wikipedia, and by mobile platforms and apps. We must therefore develop our APIs to enable discovery and re-use of Europeana's content through other providers' sites. We will also work with new partners such as educational software developers and cultural tourism agents.

Engage

Cultivate new ways for people to participate in their cultural heritage.

Europeana will harness web2.0 technologies to build features that will enhance users' interactivity with the content. We are also pioneering User

Generated Content collection with our Europeana 1914-1918 programme, which brings unpublished family documents online. We will continue to broker new relationships between curators, content and the crowd.

In implementing the Strategic Plan a very important element of the Europeana Licensing Framework is the Europeana Data Exchange Agreement (DEA) ‘a bold move that will revolutionise the sharing and linking of cultural heritage and place its producing institutions at the heart of discovery on the Internet’.³ With agreement from the Europeana data providers, from June 2012 Europeana will publish the metadata it aggregates on their behalf under the terms of the Creative Commons Zero Public Domain Dedication (CC0 waiver). This enables wide distribution and complete freedom in the reuse of cultural heritage metadata in new apps for education, cultural tourism and the wider public. It will also allow all the Europeana metadata to be used in Linked Open Data developments. The potential to create new relationships between datasets from Europe’s great libraries, museums and archives and rich metadata from other sectors will, we hope, power the 21st century’s ‘knowledge-generating engine’.⁴

Similarly, metadata submitted by user, through community collection and annotation exercises, are made available under the CC0 waiver while content contributed by users is shared using a CC-BY-SA licence. Allowing, both professional and user-generated metadata to be used and shared in an interoperable way.

While Europeana is not aggregating content, it is a conduit to the content. Users need good and reliable information about what they may do with it. Whether

they can freely re-use it for their educational, creative or even commercial projects or not. The Europeana Licensing Framework therefore asks data providers to provide structured rights information in the metadata they provide about the content that is accessible through Europeana. Doing so makes it easier for users to filter content by the different re-use options they have – by ‘public domain’, for example and hence easier for users to comply with licensing terms.

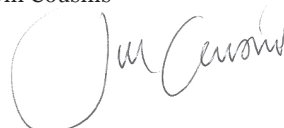
The goal of the Europeana Licensing Framework is to standardize and harmonize rights-related information and practices. Its intention is to bring clarity to a complex area, and make transparent the relationship between the end-users and the institutions that provide data.

The Europeana Licensing Framework is in line with a key recommendation of the Comité des Sages report, ‘The New Renaissance’.

‘that publicly funded metadata is made widely available for re-use; that the public domain is respected and that no additional rights are introduced after digitisation of public domain contents’

The report suggests that access to the critical mass of authoritative, openly licensed, data about the immense accumulated knowledge and cultural capital of Europe has the potential to usher in major new innovation and creative enterprise. This is reflected in the Digital Agenda for Europe, and Europeana’s wishes further this objective. The Europeana Licensing Framework will help us do so.

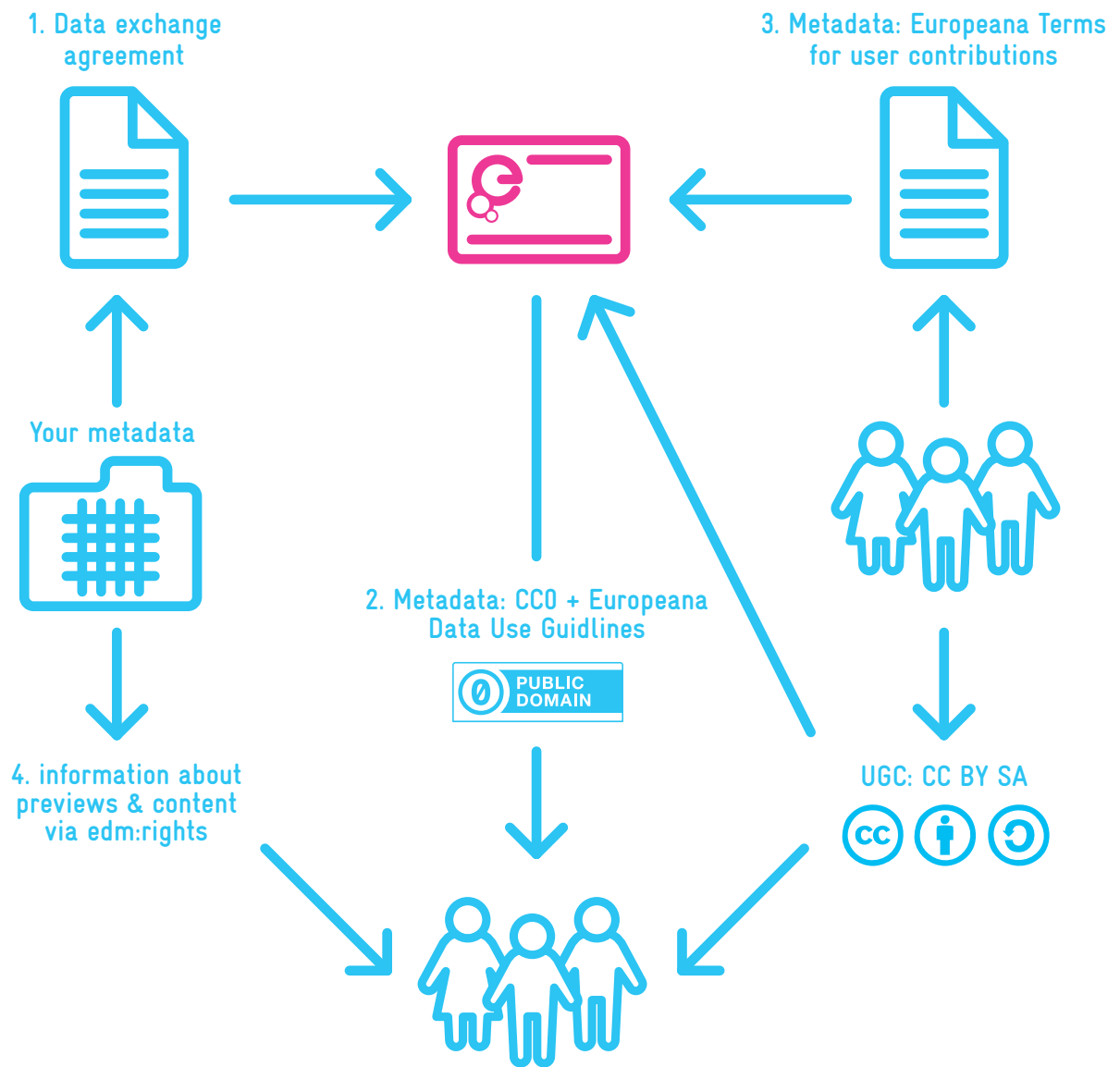
Jill Cousins



³ Elisabeth Niggeman, “Europeana Foundation adopts the new Data Exchange Agreement” letter to the network of content providers and aggregators.

⁴ Dr Stefan Gradmann, Professor of Library and Information Science at Humboldt University, Berlin

The elements of the Europeana Licensing



Framework

The Europeana Licensing Framework consists of the following elements:

1. The Europeana Data Exchange

Agreement (DEA). The DEA is the central element of the Europeana Licensing Framework. It structures the relationship of Europeana and its data providers. The DEA specifies how metadata and previews provided by data providers can be used by Europeana and third parties. It details the exchange whereby data providers receive back enriched metadata as well as access to other metadata of interest. It establishes rules for updating and deleting metadata stored by Europeana and deals with issues such as liability and removal of data at the request of third parties.

2. The Creative Commons Zero Universal Public Domain Dedication (CCo waiver).

The CCo waiver is a legal tool that has been developed by Creative Commons for making data available without restrictions on re-use. The DEA establishes that Europeana publishes metadata it receives from its data providers under the terms of the Creative Commons Zero Universal Public Domain Dedication. This means that anyone can use the metadata published by Europeana for any purpose without any restrictions whatsoever.

The Europeana Data Use Guidelines.

A link to the Europeana Data Use Guidelines will accompany any metadata published by Europeana. These guidelines make best practice requests to users of the metadata. They are non-binding but reflect the norms of the Europeana community. The Data Use Guidelines deal with issues like attribution and data integrity.

3. The Europeana terms for user

contributions. These terms apply to end users who contribute content to Europeana (usually as part of Community Collection projects, such as Europeana 1914-1918). These terms have been developed so that Europeana can use content provided by its users and be able to integrate with other Europeana held content and data.

4. The edm:rights field of the Europeana

Data Model. The Europeana Data Model specifies how data needs to be formatted so that Europeana can use it⁵. This specification covers many things including rights information relating to digital objects that are made available via Europeana. Europeana uses the contents of the edm:rights field to tell end users under which terms they can use the previews and digital objects that they find via Europeana.

Together these elements ensure that all metadata and user contributed content can be aggregated and freely reused by third parties (including all organisations contributing data to Europeana).

If you are a data provider working with Europeana, or if you are considering starting to make collections available via Europeana, this is a useful guide to how these elements work. If you have additional questions you can contact us via dea@europeana.eu

⁵ See also the Europeana rights guidelines at http://pro.europeana.eu/c/document_library/get_file?uuid=06e63d96-0358-4be8-9422-d63df3218510&groupId=10602

Content, Previews and Metadata

Europeana provides information about digital objects made available by cultural heritage and scientific institutions from all over Europe. For the most part, these digital objects are digital representations (scans, photos, audio and video files etc.) of objects in the collections of these institutions. In order to make these items discoverable, Europeana maintains a database that contains previews and descriptive information about the objects held by the contributing institutions.

To get a better understanding of the licensing framework and of what is covered by its individual components, it is useful to distinguish four different layers:

1. In the first layer, are the (physical) objects held by the contributing organisations. These can be paintings, archaeological artefacts, books, archival documents, photos, videos, sound recordings or any other type of object that is held by a cultural heritage or scientific organisation.
2. In the second layer are digital objects representing these physical objects. These can be photographs, scans, transcriptions, models, videos, audio recordings or any other type of digital file that represents a physical object⁶. There can be multiple digital objects relating to one physical object. Europeana collects information about digital objects that are made available by its contributing organisations.
3. In the third layer and for the purpose of making them visible and therefore discoverable via Europeana, Europeana creates previews of the digital objects. These previews can be smaller versions of digital image files, snippets from audio and or video files, excerpts from text files or other reduced quality representations of the digital objects held by the contributing institutions.
4. In the fourth layer Europeana collects descriptive metadata about the digital objects from its providers. This descriptive metadata contains information about the digital and physical object and includes factual information such as titles, authors and dates as well as descriptions and relationships to other objects.

When looking at these four layers it is important to realize that the Europeana licensing framework does not affect the rights in the first two layers (the content). Content falls outside the scope of Europeana and remains completely under the control of the individual contributing organisations. As a consequence **Europeana does not require its contributing organisations to license or otherwise transfer any rights in copyrighted content that they hold**. However contributing organisations are free to use the edm:rights field to allow re-use of their copyrighted content by allying a Creative Commons license (see page 15 for more information on how the edm:rights field works)

⁶ Note in the case of born digital objects the digital object and the physical object can be identical.

The Europeana Data Exchange Agreement

As part of making their collections available via Europeana, contributing organisations need to make descriptive metadata relating to their objects available to Europeana. They are also asked to provide previews to illustrate search results in Europeana. The terms under which Europeana and its users can make use of previews and descriptive metadata are established by the Europeana Data Exchange Agreement.

The Europeana Data Exchange Agreement (DEA) is the central element of the Europeana Licensing Framework. The Agreement structures the relationship between Europeana and her data providers (including aggregators, see box p12). As of 1st January 2012 the Europeana Data Exchange Agreement replaces all the existing agreements between Europeana and her data providers and aggregators. However to help data providers and aggregators make the transition, a 6 month period of grace has been activated and Europeana will not publish the data under CCo until the 1st July 2012.

Aggregators

The new Europeana Data Exchange Agreement applies both to individual data providers and to aggregators. Aggregators are expected to have obtained authorisation from their providers to make metadata and previews available to Europeana under the terms established by the DEA (see articles 3.3 and 4.5) Europeana recommends that aggregators obtain written authorisation from their data providers and that the permission includes a copy of the DEA for reference.

In situations where aggregators feel that they cannot sign the DEA on behalf of their individual providers, the DEA can be signed by the individual data providers. In this case aggregators must ensure that they only provide data from providers who have signed the DEA.

With regards to licensing of the resources provided by data providers to Europeana, the DEA is based on two simple principles:

1. Data providers grant Europeana the right to publish previews provided to Europeana. Previews may not be re-used by third parties unless the edm:rights property relating to the previews allows such re-use.
2. For all other metadata provided to Europeana, data providers grant Europeana the right to publish the metadata under the terms of the Creative Commons Zero Public Domain Dedication. This means that all metadata provided to Europeana can be re-used by third parties without any restrictions.

Provision of Metadata and Previews

Article 2 of the DEA deals with the provision of metadata and previews by data providers to Europeana. It establishes that data providers are free to decide how much metadata they provide about the content that they want to make available via Europeana. This means that data providers can decide themselves how rich the metadata they provide to Europeana should be. This allows data providers to keep certain types of metadata to themselves. Although Europeana would like to receive the richest possible metadata there can be good reasons (the metadata is covered by intellectual property rights of third parties or it is too sensitive to be freely distributed) to keep certain parts of the metadata out of Europeana (and thus out of the scope of the Creative Commons Zero Public Domain Dedication applied by Europeana to all metadata).

Article 2 of the DEA also establishes that data providers shall submit metadata and previews in accordance with the Europeana Data Model that has been developed by Europeana for this purpose. Since the Europeana Data Model contains a number of fields that are mandatory (as they contain essential information that is required for

Creative Commons Zero Public Domain Dedication (CC0 waiver)

The CC0 waiver is a legal tool developed by Creative Commons that allows rights holders to effectively dedicate data to the public domain. The tool has been developed with international variations in copyright law in mind and works across jurisdictions. The CC0 waiver is primarily intended for use with data (as opposed to content). All metadata published by Europeana will be published under the CC0 waiver.

The CC0 waiver ensures that data can be used free from of any restrictions. The CC0 waiver takes into account that copyright law can vary across different jurisdiction by adopting a layered approach. There are 3 functional layers in the CC0 waiver:

- As far as it is permitted under applicable law the CC0 waiver waives all copyrights, related and neighbouring rights (including database rights) in the subject matter that it is applied to.
- In order to work in jurisdictions where waiving (parts of) these rights is not legally allowed the CC0 waiver also includes a fall-back license that licenses the use of these rights without establishing any conditions. As a result the licensed subject matter can be used freely without any restrictions.
- Since there are a small number of jurisdictions where licenses that do not impose conditions on the licensee are legally invalid, the CC0 waiver includes a statement that in line with the purpose of the CC0 waiver the rights holder will not exercise any rights in the subject matter it is applied to

With this three layered approach the CC0 waiver ensures that subject matter it is applied to (like the metadata published by Europeana) can be used by anyone free of restrictions.

Europeana to function) it necessarily limits the ability of data providers to decide which metadata they want to make available to Europeana.

Article 2 of the DEA also requires that data providers must make best efforts to provide Europeana with correct metadata on the intellectual property rights to the content (digital objects), including the identification of content that is public domain as being public domain. This requirement is important for several reasons:

It allows Europeana to properly communicate to its users what they will be able to do with the content that they have found via Europeana. Europeana uses this information to display icons with rights information alongside the search results. In order to do so the information has to be supplied and must be correct (see the section on edm:rights on page 15 of this document for more information on how to provide correct rights information).

This information is also used to communicate rights information about the previews that are displayed on Europeana to the users of Europeana. Without this information Europeana cannot provide end users with information about the rights status of the previews displayed by Europeana.

Article 2 also places two obligations on Europeana. It establishes that Europeana can only change its metadata specifications (the Europeana Data Model) after it has consulted the Council of Content Providers and Aggregators (aka Europeana Network) which represents the data providers and aggregators of Europeana. In addition Europeana may only change the metadata specifications in order to ensure compatibility with previous versions of the specifications.

Finally, the DEA requires that Europeana complies with requests to update, remove or correct metadata provided by a data provider within

30 days after receiving a request to do so by the same data provider.

Use of Metadata

Article 3 of the DEA deals with the use of the metadata provided by data providers to Europeana by Europeana itself and third parties. Article 3 gives Europeana the right to publish the metadata it has received from data providers.

As part of Article 3, data providers authorize Europeana to publish all provided metadata under the terms of the Creative Commons Zero Public Domain Dedication (see box). This means that all the metadata provided to and published by Europeana can be used by third parties without any restrictions. Effectively the metadata becomes part of the public domain and is no longer subject to intellectual property rights.

However, Article 3 places a number of restrictions on the way Europeana itself can use the metadata. Whenever Europeana publishes metadata that can be attributed to one or more data providers it has to give attribution to these providers. This ensures that whenever users of Europeana encounter such information on the Europeana website, this information will be clearly attributed to the data provider(s) that have provided it.

In addition, Europeana is also required to provide a link to the Europeana Data Use Guidelines (see box) when it makes available metadata under the terms of the CCo waiver. These guidelines (see box) provide clear instructions to third party users on how to best re-use the metadata they obtain on Europeana.

Finally, Article 3 requires Europeana to label any translations of metadata it has received from its providers as translations. This provision ensures that translations that have not been made by a data provider will be clearly recognizable as translations provided by Europeana.

Europeana Data Use Guidelines

Europeana has developed a set of usage guidelines for metadata that it publishes. These guidelines, which are linked from the Europeana website as well as from the CCo waiver, establish best practices for third parties that make use of the metadata published by Europeana. The Europeana Data Use Guidelines deal with a number of issues that have been identified during the consultation of data providers:

- Users are requested to give attribution to the Data Provider and all contributing Data Aggregators, including Europeana.
- Users are reminded that metadata is dynamic and are asked to consider using the Metadata via the Europeana APIs or by linking to the data as published by Europeana
- Users that transform, translate or otherwise modify the metadata, are requested to make it clear that the resulting Metadata has been modified by them.
- Users are requested to ensure that they do not use the Metadata in a way that suggests any official status or that the Data Provider, Aggregator or Europeana endorses them or their use of the Metadata
- Users are informed that Europeana offers the Metadata as-is and makes no representations or warranties of any kind concerning any Metadata.

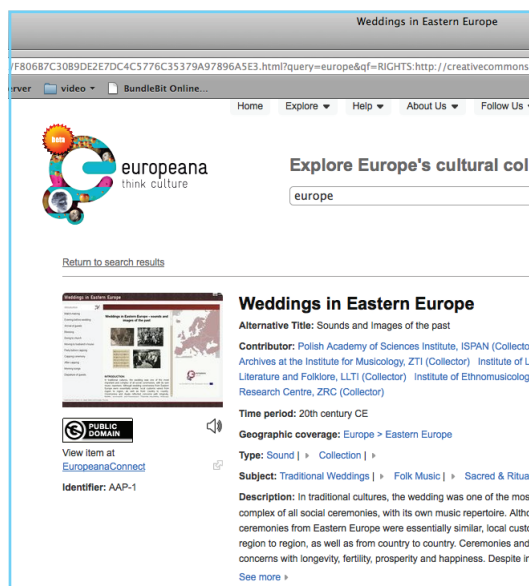
The full Europeana Data Use Guidelines are available online at: <http://www.europeana.eu/portal/data-usage-guide>

As a whole Article 3 guarantees that the metadata provided to Europeana can be re-used as freely as possible, while at the same time supporting the data provider's attribution, visibility and professional reputation.

Use of Previews

Previews provided to Europeana do not fall under the scope of the CCo waiver and cannot be re-used by third parties unless specified otherwise. Article 4 of the DEA deals with the use of previews by Europeana and (if applicable) by third parties.

As part of Article 4, data providers allow Europeana to store previews on its servers and to publish the stored previews on Europeana. Previews may only be published together with the metadata that they pertain to, which ensures that they will be attributed to the data provider and that the correct rights information will be shown alongside the previews.



Preview with rights badge

Third party users can only use previews published by Europeana in accordance with the rights statement displayed alongside the previews (see the section about edm:rights on page 15 for an overview of all available rights statements). If this rights statement allows the reuse of the preview (for example because the work is in the Public Domain) then third party users may use the preview accordingly. If the rights statement does not allow

re-use then third parties are not allowed to re-use the previews displayed on Europeana.

Europeana will also communicate the special position of previews in the rights statement relating to the metadata that is published by Europeana, which will read:

With the exception of the previews, all data available on europeana.eu is available free of restrictions under the terms of the Creative Commons Zero Public Domain Dedication. If you reuse metadata from Europeana, please follow the Europeana Data Use Guidelines. Previews can only be used in accordance with the rights information displayed next to them.

In addition to publishing previews on the Europeana website Article 4 also allows Europeana to publish the URL pointing to the preview on its servers via the Europeana API and as Linked Open Data. This allows third party applications to display the previews by linking to them on Europeana (for example when displaying search results in a mobile app).

Article 4 gives data providers the right to request Europeana not to publish the URLs of the previews provided by them, thereby preventing third parties from displaying the reviews. A request not to publish preview URLs needs to be done in writing and can only be made for **all** previews provided by a data provider.

As a general rule, data providers may opt not to provide previews (for example if rights could not be

cleared) but are encouraged to do so, as the end user experience is much enhanced through the presence of previews and the evidence is that the users only click on items with previews.

Notice and take down

Finally article 6 of the DEA also establishes rules and procedures for dealing with situations wherein metadata and/or previews that have been published by Europeana infringe the intellectual property, privacy, personality or publicity rights of third parties or violate public order or morality.

Article 6 requires data providers to make best efforts to ensure that Europeana can use the metadata and previews provided by them without infringing on third parties' intellectual property rights. Data providers must ensure that they either own any relevant intellectual property rights in the metadata and previews, that they are not protected by intellectual property rights or that permission has been obtained for publication on Europeana under the terms outlined above.

In case third parties claim that the publication of metadata and or previews violates intellectual property rights, Europeana has 5 working days to react by either rejecting such a claim as obviously wrong, remove the metadata and previews because the claim is obviously correct or to request additional information from the party that has made the claim in order to be able to make a decision.

The Europeanana Terms for User Contributions

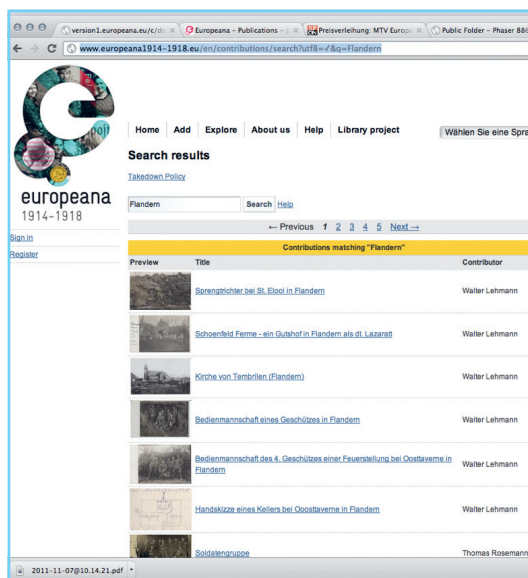
In November 2010 Europeanana published a User Generated Content policy that laid out the Europeanana's principles in dealing with User Generated Content. This policy established a number of high level principles, such as enabling users of Europeanana to clearly distinguish User Generated Content Metadata from trusted institutional metadata and the necessity for open licensing of both metadata and content contributed to Europeanana by its users.

User generated or Community Collection content continues to play an important role in Europeanana as highlighted by the 'Engage' track in Europeanana's strategic plan. Since the publication of the UGC policy Europeanana has initiated successful Community Collection projects such as the Europeanana 1914-1918 (Erster Weltkrieg in Alltagsdokumenten). This project is also the first Europeanana project that makes use of the Europeanana terms for user contributions, developed as part of the Europeanana Licensing Framework.

The terms for user contributions have been developed to achieve three objectives:

- To ensure that copyrighted content contributed to Europeanana by end users can be used by Europeanana and can be published under terms (Creative Commons Attributions Share Alike) that allow reuse by others such as Wikipedia
- To ensure that metadata contributed to Europeanana by end users can be published by Europeanana under the same terms (CCo waiver) as the metadata that has been provided by Europeanana's institutional data providers.
- To provide Europeanana and its partners with the authority to remove infringing, illegal or out of context content that has been contributed by end users.

Europeanana terms for user contributions are intended for use with all Community Collection projects that collect content and or metadata that is to be used by Europeanana. In order to implement the Europeanana terms for user contributions please get in touch with Europeanana via content@europeanana.eu. You can find an example implementation of the Europeanana terms for user contributions at: <http://www.europeanana1914-1918.eu/en/about/terms>



Community Collection content on Europeanana 1914-1918

Rights information relating to content (edm:rights)

The Europeana Data Exchange Agreement requires that data providers apply a statement about the rights status of the digital objects described in the metadata that is submitted to Europeana. This rights statement is stored in Europeana Data Model as edm:rights⁷.

Europeana accepts only one statement per digital object. Rights statements are encoded as Uniform Resource Locators (URLs) referring to webpages that contain information about the applicable rights. These web pages inform the user about the terms under which the digital object and the corresponding preview can be used. Based on the value in edm:rights⁸ Europeana will display a badge alongside the preview that indicates the rights situation. Clicking the badge will take the user to a web page explaining the rights statement.

Europeana also allows its users to filter search results based on the rights statement in edm:rights. This allows user to restrict their searches to only find objects that they can re-use.

The technical specification of the edm:rights field is part of the Europeana Data Model. You can find the most recent version of the Europeana Data Model at: <http://version1.europeana.eu/web/europeana-project/technicaldocuments/>

Data providers must select from a limited list of rights statements when providing rights information about the digital object⁹. The focus on a limited number of recognizable and standardized rights statements is intended to make it easier for users to process the rights information that is displayed:

Four different types of rights statements that can be applied to digital objects:

1. Objects that are not protected by copyright should be marked as being public domain by applying the Public Domain Mark (see box Public Domain material in Europeana)
2. When the data provider is also the rights holder and wants to make the digital object available for re-use (or has been authorized by the rights holder to do so) the data provider can apply a Creative Commons license.
3. When the data provider is also the rights holder and wants to make the digital objects available without authorizing re-use by third parties, the data provider can apply one of the three available Rights Reserved statements.
4. Digital objects whose copyright status is unclear (for example because no rights holders could be identified) can be marked with a 'unknown' copyright status statement. This should be used only if absolutely necessary¹⁰.

⁷ Note: 'edm:rights' is the same field as 'europeana:rights' in the older ESE data model

⁸ Information on how the edm:rights field can be embedded in your metadata can be found in the Europeana rights guidelines on http://pro.europeana.eu/web/guest/c/document_library/get_file?uuid=06e63d96-0358-4be8-9422-d63df3218510&groupId=10602 and in the Europeana Data Model documentation that can be found on <http://pro.europeana.eu/web/guest/edm-documentation>

⁹ Additional rights information can at all times be stored in the dc:rights field of the EDM.

¹⁰ Europeana may choose not to display information about digital objects where the copyright status is unknown. Therefore this value should only be used if the copyright status of a work is indeed unknown.

Public Domain material in Europeana

The majority of the content currently accessible via Europeana consists of pre-20th century works. Most of these works are no longer covered by copyright and are in the Public Domain. As Europeana strives to make material available for re-use it is important that materials that are in the Public Domain are labelled so that users of Europeana can identify them as being available for re-use.

Drawing on the Europeana Public Domain Charter¹¹ and the ‘New Renaissance’ report the Europeana Licensing Framework requires that data providers label digital objects that are in the public domain as such by applying the Public Domain Mark to them. Europeana is aware of the fact that many cultural heritage institutions desire recognition for the fact that they have made considerable efforts to preserve, digitize and make available public domain works. However Europeana also believes that claiming copyright in digital reproductions of public domain works is the wrong strategy to realize this. To promote responsible re-use of public domain works that includes attribution for institutions that have invested in preserving, digitizing and making them available, Europeana has developed Usage Guidelines for Public Domain works. All public domain works that can be accessed via Europeana will have a link to the Usage Guidelines.

Determining if a work is in the Public Domain or not can be a complicated process. For this purpose Kennisland, the Institute for information law, and the National Library of Luxembourg have developed a set of Public Domain calculators for use in determining if a work is still protected by copyright or if it is in the Public Domain. These calculators can be found at www.outofcopyright.eu.



Public Domain calculators at www.outofcopyright.eu

¹¹ http://pro.europeana.eu/c/document_library/get_file?uuid=d542819d-d169-4240-9247-f96749113eaa&groupId=10602

Available right statements for edm:rightss

There are 12 rights statements that data providers may use to provide rights information about the digital objects (and previews) through the edm:rights field¹²:

The Public Domain Mark (PDM) All content that is in the public domain should be labelled accordingly. Europeana has worked with Creative Commons to develop a simple mark that indicates that a work is in the public domain – the Public Domain Mark. Works that are labelled as being in the Public Domain can be reused by anyone without any restrictions.

When indicating that a work is in the public domain Europeana will also link to guidelines for end-users of those objects. These guidelines can be found at <http://www.europeana.eu/rights/pd-usage-guide/>

Creative Commons Zero Public Domain

Dedication: If a data provider wants to waive all its rights in a digital object they can apply a CCO waiver to the works in question. By applying this waiver all rights in the content are waived and it can be used by anyone without any restrictions.

Creative Commons Licenses: The Creative Commons licenses provide options for copyright holders to allow others to re-use digitised objects exposed through Europeana under certain conditions. These conditions range from relatively open (only requiring attribution in case of re-use or redistribution) to relatively restrictive (only allowing the non-commercial redistribution of verbatim copies).

Creative Commons licenses can only be applied by the rights holder or an entity that has been authorized by the rights holder to do so. In general

this means that data providers will only be able to CC-license digital objects when they are also the rights holder for these objects. The following six Creative Commons licenses can be used as rights statements for digital objects that are described in Europeana:

- Creative Commons - Attribution (BY)
- Creative Commons - Attribution, Share Alike (BY-SA)
- Creative Commons - Attribution, No derivatives (BY-ND)
- Creative Commons - Attribution, Non-commercial (BY-NC)
- Creative Commons - Attribution, Non-commercial, Share Alike (BY-NC-SA)
- Creative Commons - Attribution, Non-commercial, No derivatives (BY-NC-ND)

The full definitions and legal code of these licenses can be found on the Creative Commons pages at <http://creativecommons.org/about/licenses/> In most European jurisdictions there are jurisdiction-specific versions of all Creative Commons licenses. Europeana accepts all versions and jurisdiction specific versions of these licenses.

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