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.

The text in this document is available under the terms of the Creative Commons Zero Universal Public Domain Dedication: 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
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...
The Europeana Licensing Framework

The Europeana Licensing Framework 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
1. Data exchange agreement
2. Metadata: CC0 + Europeana Data Use Guidelines
3. Metadata: Europeana Terms for user contributions
4. Information about previews & content via edm:rights

UGC: CC BY SA
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 (CC0 waiver).**

The CC0 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.

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 it. 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

See also the Europeana rights guidelines at [http://pro.europeana.eu/c/document_library/get_file?uuid=06e63d96-0358-4be8-9422-d63df3218510&groupId=10602](http://pro.europeana.eu/c/document_library/get_file?uuid=06e63d96-0358-4be8-9422-d63df3218510&groupId=10602)
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 alloying a Creative Commons license (see page 15 for more information on how the edm:rights field works).

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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 CC0 until the 1st July 2012.

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).

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.

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
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

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 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.

The CC0 waiver waives all copyrights, related and neighbouring rights (including database rights) in the subject matter that it is applied to.

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.

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.
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 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.

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

- To ensure that copyrighted content contributed to Europeana by end users can be used by Europeana 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 Europeana by end users can be published by Europeana under the same terms (CC0 waiver) as the metadata that has been provided by Europeana's institutional data providers.
- To provide Europeana and its partners with the authority to remove infringing, illegal or out of context content that has been contributed by end users.

Europeana 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 Europeana. In order to implement the Europeana terms for user contributions please get in touch with Europeana via content@europeana.eu. You can find an example implementation of the Europeana terms for user contributions at: http://www.europeana1914-1918.eu/en/about/terms

Community Collection content on Europeana 1914-1918
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:rights.

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:rights 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 object. 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 necessary.

Note: ’edm:rights’ is the same field as ‘europeana:rights’ in the older ESE data model.

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/edm-documentation

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

Europeana may chose 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.
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

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 Charter 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.

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 field:

### 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/](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 CC0 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/](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.

### Europeana rights statements

Europeana has developed three standardized rights statements that can be applied by data providers to indicate that digital objects can be accessed on their website but may not be re-used by third parties. By applying one of the Europeana rights statements the data provider is indicating that rights in the digital object are reserved and that it may not be re-used without additional permissions by the data provider or rights holder. There are three different statements:

- Rights reserved – free access (www.europeana.eu/rights/rr-f/), is applicable when users have gratis, direct and full access to the digitized object.

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1 The full Europeana Rights guidelines can be found at [http://pro.europeana.eu/c/document_library/get_file?uuid=06e63d96-0358-4be8-9422-d63d3218510&groupId=10602](http://pro.europeana.eu/c/document_library/get_file?uuid=06e63d96-0358-4be8-9422-d63d3218510&groupId=10602)
- Rights Reserved – paid access (www.europeana.eu/rights/rr-p/), is applicable when users need to pay to gain access to the digitized work. This can be the case when only a preview is accessible through the portal of a data provider and when registration and payment is required to gain access to the digitized object itself.

- Rights Reserved – restricted access (www.europeana.eu/rights/rr-r/), is applicable when users are limited in accessing a digitized object by other means that the need to pay for accessing it (For example when registration is required or only snippets or previews are available to users).

**Unknown**: The unknown rights statement (www.europeana.eu/rights/unknown/) can be applied to digital objects where the data provider does not have conclusive information pertaining to the rights status of the digital object. This value may only to be used when the copyright status of the work described is unknown (after a diligent search has been carried out) and may be used by Europeana to exclude items from display.
This Publication was funded by the European Commission as part of the EuropeanaConnect project, which was coordinated by the Austrian National Library.

The Europeana Licensing Framework was developed by the Institute for Information Law, the Bibliothèque nationale de Luxembourg and Kennisland in cooperation with Europeana.