



Europeana Aggregators' Handbook

Cultural content aggregators which are active on the European or national levels are of high importance to the development and sustainability of Europeana. From its start Europeana has received significant support from the European Commission and a warm welcome from users worldwide. This has enabled Europeana to become a major catalyst for improving access to Europe's digitised cultural heritage. There are many benefits for aggregators to collaborate with Europeana.

The overall aim of the handbook is to provide sufficient information to aggregators that wish to submit data to Europeana and become sustainable partners of the service.

The handbook first addresses the role of aggregators in the Europeana organisational model. The following sections describe the technical, organisational and financial requirements for the submission of data to Europeana. Finally, the handbook lists a number of resources, which are useful for the overall development and sustainability of aggregators, for example the aggregators' case studies and surveys.

The content and issues included in the Handbook have been based on the feedback from aggregators participating in meetings and conferences held by Europeana.

We hope you will find the enclosed information useful, and look forward to your feedback.

Please send your suggestions and recommendations to info@europeana.eu with the subject line: *Handbook*.



The Europeana Team

Europeana Aggregators' Handbook

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1. An aggregator in the Europeana context

1.1. Definition, roles and responsibilities

An aggregator in the context of Europeana is an organisation that collects metadata from a group of content providers and transmits them to Europeana. Aggregators gather material from individual organisations, standardise the file formats and metadata, and channel the latter into Europeana according to the Europeana guidelines and procedures. Aggregators also support the content providers with administration, operations and training.

The Europeana Content Strategy, which includes the Partner Strategy, was published in August 2009. It sets the scene for Europeana's content objectives as well as the organisational and procedural aspects of reaching these objectives.

The Europeana Partner Strategy introduces the aggregation model, which is of core importance to the development and success of Europeana.

A content provider for Europeana is any organisation that provides digital content that is accessible via Europeana. Europeana only ingests and indexes the institution's metadata while the digital object remains at the original institution. Europeana aims to give access to the digital content of many thousands of cultural institutions throughout Europe. However, the amount and type of content, the technical infrastructure, the output formats and the documentation available can vary significantly among all these content providers. It is, therefore, practically impossible for Europeana to work individually with every content provider due to the enormous amount of work that the harmonisation and normalisation of metadata requires. As a result, Europeana works with an intermediate layer of content providers: the aggregators.

The aggregators' role within Europeana is not confined to submitting metadata. Aggregators also play a key role in other fields:

- Disseminating the vision and objectives of Europeana to their network of institutions in order to increase support for and involvement with Europeana
- Providing valuable feedback about the issues and discussions from their field
- Promoting and implementing standards further along the content provision chain
- Providing domain specific expertise and skills to institutions and Europeana.

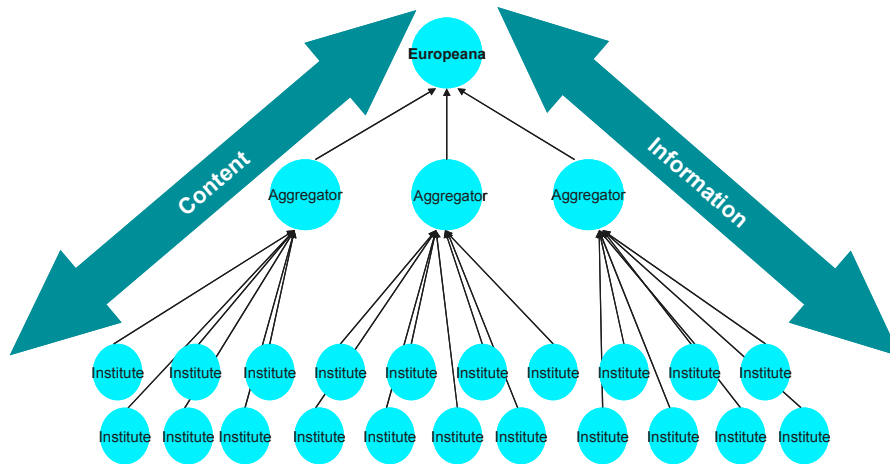


Figure 1: Aggregators in the Europeanana organisational model

An aggregator may or may not have a portal where the content is made accessible to the public. If the aggregator’s portal is not accessible to the public, it is referred to as a ‘dark portal’ or a ‘dark aggregator.’

An aggregator can act as a repository, storing the digital items. Alternatively, it can act as an intermediary, only collecting metadata with a link to the digital item.

The projects collaborating with Europeanana take a special role in the Europeanana-aggregator relationship. The European Commission has co-funded, mainly through its CIP ICT-PSP Programme (Competitiveness and Innovation Framework Programme), a number of European projects – the Europeanana Group (<http://group.europeana.eu/web/quest>). These spread over all the domains and help different heritage sectors to address issues such as metadata standardisation, interoperability and IPR. The goal is to improve online access to the cultural and scientific heritage as well as integrate the aggregated content into Europeanana. Many of these projects will also develop their own portals, which will give access to the content in a more specific context.



Figure 2: The Europeanana Group of Projects
(see also section 8: Abbreviations used in the Handbook)

For the Content Strategy visit:

http://version1.europeana.eu/c/document_library/get_file?uuid=b7b24d45-116e-442f-8b85-fbf931ebee72&groupId=10602

For the CIP ICT-PSP Programme (formerly eContentplus) visit:

http://ec.europa.eu/information_society/activities/econtentplus/index_en.htm

1.2. Benefits for aggregators

The web has opened up a wide spectrum of opportunities for content providers to make their content available for commercial or non-profit use and re-use. Irrespective of the mission and the ways content providers exploit their assets online, Europeana offers a unique resource for driving traffic to the content providers' and aggregators' sites and for adding value to content.

Europeana only harvests the metadata describing a digital object and provides a thumbnail with a link to the digital object's location on the provider's or aggregator's system. A user is always directed to the provider's or aggregator's site for viewing the digital object in detail. That enables the content holder to apply their own terms to use to their content. Conditions and formats under which the provider makes the content available vary across providers (paid or free, upon registration, upon order, for viewing via a standard browser or commercial and downloadable plug-in, etc.).

Because Europeana involves many of Europe's major cultural and scientific heritage organisations, and has the support of the European Commission and the European Parliament, it has gained international profile and prestige. It has a recognisable brand identity and worldwide visibility which each content provider benefits from because Europeana drives traffic to their site. Videoactive's (www.videoactive.eu) traffic statistics for October 2009, for example, showed that 60% of the total traffic to the site was coming from Europeana. By harvesting and exposing the metadata to search engines Europeana enhances the routes users follow to reach content.

Europeana adds value to the content by juxtaposing related images, texts, videos and audio items, therefore, 'repatriating' content that is geographically dispersed into a single, coherent and contextual virtual space. As a result, Europeana enriches users' experience, giving them the opportunity to study related content, which comes from different collections in different countries and exists in different formats, in a single virtual space. The multilingual interface makes it possible for users to search in their native language and retrieve objects that are otherwise inaccessible to them.

Furthermore, Europeana has received significant political and financial support from the European Commission since its start. The importance attributed to Europeana at the European level is also a driving force for governments Europe-wide to fund digitisation projects and aggregation at a national level.

Knowledge transfer is a key reason for being part of the Europeana network. There are critical issues that all European content providers and aggregators deal with, including object modeling, semantic and technical interoperability of data, multilingual access, IPR and business models for sustainability. Europeana works with digital library experts, thinkers and practitioners from Europe and the United States in these areas and knowledge is shared across the network via workshops, publications, seminars and conferences. The Council of Content Providers and Aggregators is

responsible for the diffusion of this knowledge throughout Europe's cultural heritage institutions.

1.3. Participation in the Council of Content Providers and Aggregators

Content providers and aggregators are encouraged to register with the Council and to be actively involved in the developments of Europeana via the [Europeana Foundation](#).

Europeana is governed by the Europeana Foundation, the aim of which is to provide cross-domain access to Europe's cultural heritage. It will therefore:

- Facilitate formal agreements across museums, archives, audio-visual archives and libraries on how to cooperate in the delivery and sustainability of a joint portal,
- Provide a legal framework for use by the EU for funding purposes and as a springboard for future governance.

The Europeana Foundation consists of the Council of Content Providers and Aggregators, the Board of Participants and the Executive Committee (see diagram below).

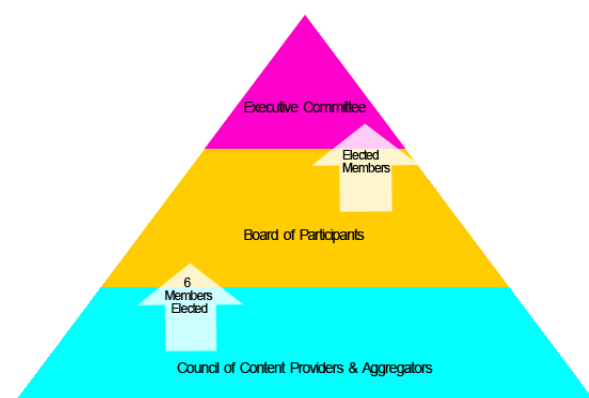


Figure 3: Structure of the Europeana Foundation

The Council elects 6 members to the Foundation Board and plays an advisory role on strategy and policy from the content providers' point of view. Other members of the Board come from the major pan-European professional organisations representing museums, libraries, archives and audio-visual archives, such as CENL, FIAT/IFTA, ACE, EURBICA, CERL and ICOM-Europe (see section 8: Abbreviations used in the Handbook).

Every type of organisation or project that provides or will provide content to Europeana can be a member of the Council. A provider or aggregator may choose more than one individual from its organisation to participate in the Council.

The Council is a pan-European forum where the views of content providers can be reflected. It represents museums, libraries, archives and audio-visual content providers from the public or private sector across a wide range of Member States.

There will be one annual meeting of all members, and other meetings as needed. The Council can form working groups to look at topics that are of common concern. Members of the Council will also have a role in communicating the value of providing content to Europeana to their own national and domain networks.

That value includes:

- Improving users' experience by integrating all types of content,
- Enriching the content by displaying it alongside related material from other countries, other domains,
- Participating in knowledge transfer between different institutions, domains and countries,
- Sharing best practice and common standards,
- Being part of an award-winning, highly visible portal that is the focus of political attention,
- Demonstrating the relevance of cultural and scientific heritage institutions to new generations of users.

Europeana Foundation:

<http://version1.europeana.eu/web/europeana-foundation/introduction>

Terms of Reference of the Council:

http://group.europeana.eu/c/document_library/get_file?uuid=48f5c45a-1e57-4a6d-a04c-23e1782753d5&groupId=10602

Membership registrations for the Council:

<http://group.europeana.eu/web/guest/councilregistration>

2. Submitting data to Europeana

This section gives an overview of the process of submitting data by aggregators and individual institutions.

2.1. Routes to submitting content: helping a new organisation identify the best way to deliver data

Europeana works directly with aggregators in order to harvest their data. Europeana frequently receives requests from local, regional or national institutions that wish to submit their data. These institutions are then guided by the Europeana Office to the appropriate aggregator for their content. However, if an institution cannot be redirected to an existing aggregator the Europeana Office will work directly with them. Below are the structure and workflow directing new content providers.

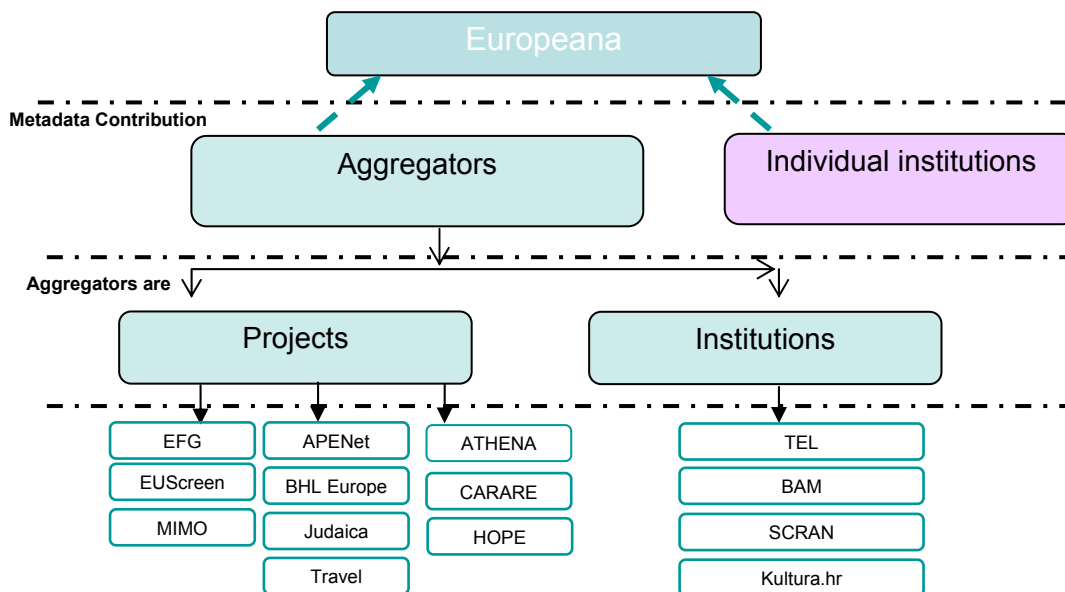


Figure 4: Who submits data to Europeana
(see Abbreviations, section 8)

New content providers are asked to submit the information described below using the online form in the section [Routes to deliver content to Europeana:](http://version1.europeana.eu/web/guest/providing-content/) (<http://version1.europeana.eu/web/guest/providing-content/>).

The route to delivering content to Europeana is determined by four main criteria:

- a. Country
- b. Sector
- c. Scope
- d. Geographic level

a. Country

National institutions/portals representing several sectors are the preferred first contact point for Europeana. A new content provider is, therefore, first directed to the national aggregator, if this one is established. However, in some countries these national institutions/portals are not yet established, and another routing will then be suggested.

b. Sector

In the current option the organisation selects the sector it is representing based on the sector-specific activities: Museum/Gallery, Library, Archive, Audio Visual, Research & Education, Portal, Publisher, Private, Others.

c. Scope

The criterion relates to the scope of the material for which you will be collecting data, whether as an aggregator defined by three domains, or as an individual organisation:

- Single aggregator: organisations representing and collecting data from one sector only, such as a museum, a library or an archive (e.g., a national/regional/local museum, national/regional/local library, national/regional archive),

- Cross-domain aggregator: organisations working across several sectors and collecting material from museums, libraries and archives (e.g., national portals and Europeana),
- Thematic aggregator: organisations bringing together content on a specific theme from one or several sectors (e.g., Judaica that collects material from multiple sectors about the Jewish urban culture),
- Individual organisation: the organisation is submitting data only from its own holdings and is not acting as an aggregator.

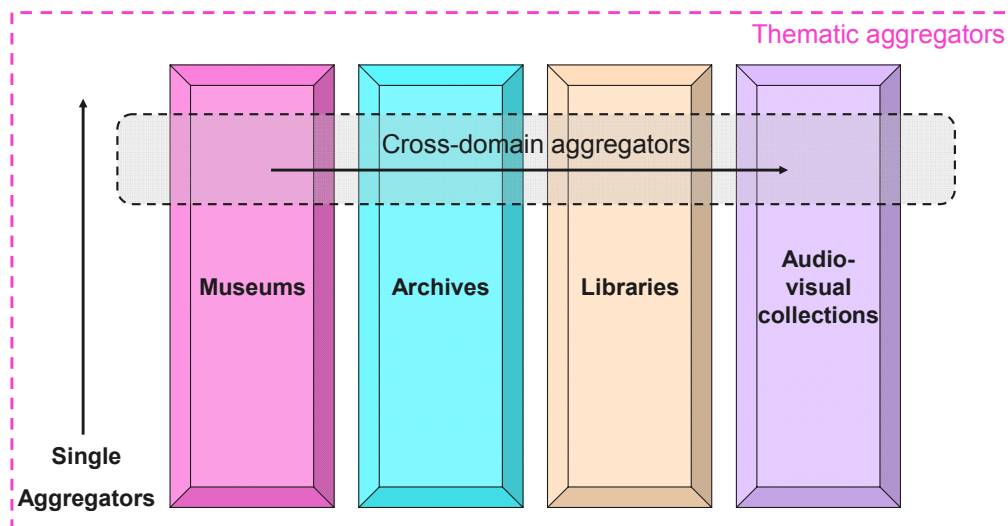


Figure 5: Aggregator types

d. Geographic

Geographic levels refer to the level at which an organisation operates in terms of the data it is collecting. Are the sources regional, European or worldwide? An example of an organisation operating at a European geographic level is The European Library.

Following the receipt of the above information, the Europeana Office informs the organisation by email whether the data will be ingested directly or via an existing partner aggregator. Individual aggregators have different procedures and requirements in place for accepting new content providers. If an aggregator is proposed, the organisation should contact the aggregator directly for information about how to submit data.

If an institution has problems completing the Routes to Content submission form they should contact the Europeana Office at content@europeana.eu

If the Europeana Office decides to take the content in directly rather than via an aggregator, or when dealing directly with new aggregators, the organisation is asked to fill in the Partner Application Form. This is explained further in the following sections.

2.2. Partner Application Form

The Partner Application Form allows Europeana to gather some essential information about the aggregator and about the content it intends to submit. The Europeana

Office processes this information in order to assess the workload and establish the next steps.

It is important that an aggregator provides a list of the collections and organisations that it aggregates the content from. Currently, it is the only way for Europeana to identify and avoid potential duplication of content coming from different sources.

Once the aggregator submits the form, the Europeana Office will make contact within 5 working days to discuss the application. From then on the aggregator will work with the Europeana Content Ingestion team to plan a timetable for the ingestion of its data.

The Partner Application Form can be accessed here:
https://version1.europeana.eu/c/document_library/get_file?uuid=6826a864-7aed-4a60-8424-89435065c781&groupId=10602

The Partner Application Form should be sent as an email attachment to content@europeana.eu.

2.3. Data Submission Workflow

Any direct data submission to Europeana implies that the organisation follows the steps described here. Therefore, this procedure also applies to the organisations (including aggregators) that have already submitted data to Europeana in the past.

STEPS FOR AGGREGATORS CONTRIBUTING DIRECTLY TO EUROPEANA



Figure 6: Direct data submission workflow

Legend



Step 1

The aggregator and the Europeana Office formalise their collaboration by signing the Data Aggregator Agreement.

Step 2

The Europeana Content Ingestion team sends the Data Submission Form to the aggregator, through which it provides a description of the submission it wants to make: type of submission (new/update), licensing and metadata information related to this particular submission, transfer mechanism that will be used, etc.

Step 3

Within one month the Europeana Office reviews the submission request, gives feedback to the aggregator and arranges the planning for the submission of the data. Note: In some situations the feedback from the Europeana Office can happen more quickly once the request has been received, and the workflow accelerated under exceptional circumstances – e.g. for funded projects which have a fixed schedule in their agreed Description of Work.

Step 4

In the next stage the aggregator prepares the data sets to be submitted using the ESE specifications. The Mapping and Normalisation Guidelines are available to support the mapping exercise. The XML Schema is available to validate the mapping to ESE (note that these are explained in the next section).

In addition to the previous resources, the aggregator can use the Content Checker. The Content Checker is a web tool allowing the validation of mapping against the XML Schema, and to simulate the ingestion operations so that the search, browse and display of the data in a copy of the Europeana portal can be tested.

In parallel to the data preparation steps, the aggregator sets up and/or configures the data transfer infrastructure (in case of OAI-PMH, population of repository, aggregator in sets, etc.) and tests it.

Step 5

After the aggregator has tested the data sets using the Content Checker tool, the Europeana Office validates transfer methods with the aggregator.

Step 6

The Europeana Office runs the operations aiming at ingesting the data into the Europeana production environment. When the operations are completed, the aggregator receives a notification from the Europeana Office. Final steps after the data have been published on the Europeana portal include the aggregator's checking of their data in production to ensure that the data are presented in the desired way.

Throughout the submission procedure, the content provider closely interacts with the Europeana Office:

- The Europeana Business Development team is responsible for initial assessment of the Partner Application Form, assistance to the new content provider as well as the signing of contractual agreements.
- The Europeana Operations team is responsible for the ingestion of the data sets according to the information provided to them on the submission forms. They provide support and guidance and do the harvesting and quality checking of the data provided. They also give aggregators feedback about the data.
- The Europeana Office has a liaison point for each project to facilitate the communication and coordination with Europeana. The Europeana Projects Liaison team is responsible for the alignment of planning, identification of contacts and the transmission of key information on both sides.

3. Technical and operational requirements

In the current section we present the technical and operational aspects of submitting data to Europeana and of making use of the Europeana open source code for developing tools and services.

3.1. Some basic principles

Every content provider and aggregator needs to comply with Europeana's technical requirements when submitting data. Before discussing these, the basic principles that the technical guidelines are based on can be found below.

Europeana provides a common access point to digital cultural heritage objects across different cultural domains. It complements but does not duplicate the source environment of the digital objects. To achieve this, Europeana uses specialised portals. The object is linked to Europeana and is shown in a neutral environment, while at the same time still being available in the domain-specific portal, which may provide greater contextualisation.

Europeana aims to provide access to digital objects at the lowest possible level of granularity. This implies giving direct access to the digitised object itself, that is, with a minimum click distance between the description and the object. The minimum granularity can vary, and it is in the discretion of the content provider to decide this. A broadcast provider, for example, might decide to cut down a news programme made of individual sections, and make each one available as a separate digital object. On

other occasions, the complete program is of value due to the context it adds to the individual fragments. Europeana asks that content providers keep the users in mind when deciding on the granularity of their data.

Europeana's data model enables search and discovery of digital objects. Europeana maintains a common central index of the objects' metadata. It has, therefore, an object-centric rather than a collection-centric approach.

Europeana stores *representations* of digital objects and not digital objects themselves. Europeana generates a description and a preview of digital objects with the help of the metadata and thumbnails or previews of the digital objects. This requires that on the content provider's/aggregator's side there is a repository, where the digital objects are stored and can be linked to. It also requires a native website that can be used to view, play and reuse the objects.

A digital object in Europeana is a unique single entity, which can be viewed/played by users (e.g., mpeg movie, mp3 audio, jpeg photo, PDF text, etc.) on their computers. A digital object is the digitised version of a physical/analogue cultural item/artefact. Europeana does not accept descriptions, even extensive ones, that do not correspond to a digital object. A scanned catalogue card is, therefore, not an object Europeana would accept.

Europeana harvests, stores and indexes the metadata in a central index. This is important to enable integrated results display and processing of the data to provide various functionalities for the users (i.e. integrated and faceted search). This is also essential for the enrichment of the data. The preferred method for harvesting is the OAI-PMH protocol (<http://www.openarchives.org/pmh/>) and partners need to set up an OAI-PMH repository comprising their data mapped to the Europeana Semantic Elements standard (see below).

Persistent Identifiers are mandatory when submitting data to Europeana, because of the role they play in preventing duplication. Europeana has a wide network of aggregators and content providers, and the possibility of data being ingested more than once must be avoided. The development and attribution of Persistent Identifiers will help deduplicate content and provide greater control over the data.

3.2. What data are submitted?

A content provider or an aggregator is responsible for making available to Europeana the following data:

- Metadata (descriptive, administrative) describing a digital object. The metadata must be mapped to the Europeana Semantic Elements v3.2.2,
- A preview or thumbnail of the described object,
- Persistent identifiers - active and stable links to the described digital object on the provider's site or the portal's site.

The Europeana Semantic Elements specifications govern the data requirements, and these are explained in the next section.

With regards to the thumbnails, Europeana strongly recommends the submission of a representative thumbnail image of each digital object in order to enhance the display of objects in the gallery of results. Ideally, an aggregator will be able to

provide the URL of an existing thumbnail for each digital object. If there is no such thumbnail, Europeana can generate one using the link to the object provided in the <europeana:isShownBy> element. Not all image formats are suitable for this process, however, as the software used (ImageMagick8) does not support everything. In addition, direct access to the image is needed to carry out this process; an image embedded in a web page is not suitable.

Europeana will be producing shortly a list of specifications for different formats for this purpose. In the meantime, more information about thumbnails and the metadata elements that support their use is given in the Metadata Mapping and Normalisation Guidelines.

Europeana creates only one thumbnail per record. If a record contains several pages, for example a PDF file, the front page is used to create the thumbnail. If a record contains several image files, the first of these is used for the thumbnail. If no suitable thumbnail can be obtained a default icon will appear in the portal.

The persistent link to a digital object and/or a full information page should be given as a URL linking directly to the digital object. If a link to a stand-alone object is not possible, a link to the object in a full information context can be provided. An example of this is an image embedded in the local web page. Care should be taken to ensure that the object is available for viewing in one click from the link provided.

3.3. Europeana Semantic Elements

There are two documents that data providers should consult prior to providing metadata to Europeana. These are the Europeana Semantic Elements Specification (ESE) and the Metadata Mapping and Normalisation Guidelines. Both of these documents can be found on the Europeana Provide Content pages (<http://version1.europeana.eu/web/guest/technical-requirements/>). Note that these documents are revised occasionally for clarification.

ESE is the metadata set developed for the prototype version of Europeana, launched in November 2008, and will be used for the Rhine release in summer 2010. It is a Dublin Core-based application profile providing a generic set of DC elements and some locally coined terms, which have been added specifically to support Europeana's functionalities. A full alphabetic list of these terms can be found in the current ESE.

To provide metadata in the ESE format, contributors have to map their metadata to ESE. For assistance in this process, providers are recommended to look at the Metadata Mapping and Normalisation Guidelines, which is covered in the following section. In order to ensure machine readability, a normalisation process has to be carried out on some values, such as the Europeana mandatory metadata fields. This process is described further in the Guidelines. There are also some general guidelines to consider when mapping. Providers are, for example, asked to consider how their data will perform in response to "who, what, where and when" queries. Content providers are strongly advised to consult the Guidelines before the submission of their data.

There are some mandatory elements in ESE. Most of the metadata is used to support the different search functions. However, it is important to supply as much information as possible, as this increases the visibility of the digital object in

Europeana. If insufficient or inaccurate data are submitted, the object may not appear in the Timeline or in the Date facet, for example.

Europeana currently handles four object types: text, image, sound and video. Content providers must map their local data to one of these Europeana type values. There is currently no category such as “museum object”. An image of an object, for example, would be “IMAGE” and an image of an OCR document would be “TEXT.”

For the current version of the ESE Specifications visit:

http://version1.europeana.eu/c/document_library/get_file?uuid=c56f82a4-8191-42fa-9379-4d5ff8c4ff75&groupId=10602

3.4. Metadata Harmonisation and Normalisation Guidelines

In addition to the mapping of the metadata, it is necessary to carry out a normalisation process on some values to enable machine readability. This is particularly true of some of the Europeana terms, which are designated as mandatory and must contain values in standard form. This information is given in the Guidelines, which go into more detail about mapping source data to the ESE format.

For the Metadata Mapping and Normalisation Guidelines visit:

http://version1.europeana.eu/c/document_library/get_file?uuid=58e2b828-b5f3-4fe0-aa46-3dcbc0a2a1f0&groupId=10602

3.5. Content validation

ESE XML Schema

Content providers and aggregators submitting data directly to Europeana have two tools at their disposal to test and validate the datasets they have prepared for compliancy to ESE: the ESE XML Schema and the Content Checker.

The ESE XML Schema is the XML representation of the Europeana Semantic Elements (ESE) specifications. This schema can be used to validate XML instances of Data Sets to be submitted to Europeana.

For the ESE XML Schema visit:

http://version1.europeana.eu/c/document_library/get_file?uuid=104614b7-1ef3-4313-9578-59da844e732f&groupId=10602

and

<http://www.europeana.eu/schemas/ese/ESE-V3.2.xsd>

The Europeana Content Checker consists of the Content Checker Ingestor and the Content Checker Portal. The Content Checker Ingestor is for data providers and aggregators to ingest data into the Europeana test and validation environment. The application allows content providers to upload, test compliancy with ESE, index records as well as cache thumbnails. The Content Checker portal enables data providers and aggregators to search and browse their data in a simulated Europeana portal.

Once this process is complete and content providers and the Europeana Office agree on the state of the datasets, the Europeana Office starts the actual process of harvesting and indexing.

3.6. Software contribution

Europeana facilitates a development environment, Europeana Labs.eu, where the portal's code is available for partners to re-use. The purpose of Europeana Labs is to test and validate components and applications, in a setup similar to Europeana's production configuration and connected to a representative dataset. Europeana Labs provides the tools and the process for partners wishing to submit software applications, tools and services to Europeana.

More specifically, Europeana Labs allows partners and collaborating projects to:

- Test code and new functionality that are being delivered as part of projects' work plans,
- Develop innovative features that will benefit Europeana,
- Use the Europeana source code and representative datasets to experiment with new applications.

The Europeana.eu source code is made available under a European Union Public Licence (<http://ec.europa.eu/idabc/eupl>), which is an Open Source licence. This means that partners are welcome to re-use the code for their own purposes. Europeana also strongly supports the development of Open Source services and tools through Europeana Labs, so that the broader cultural heritage network can benefit from them.

For further information visit:
<http://europeanalabs.eu/>

4. Legal Requirements

4.1. Data Aggregator and Data Provider Agreements

In order to make their data available content aggregators as well as individual organisations that submit data directly to Europeana need to sign respectively a Data Aggregator or Data Provider Agreement with Europeana. The agreements grant the right to Europeana to use the metadata made available in order to produce the Europeana.eu data. The agreements define the mutual obligations of the signing parties.

Following consultation with stakeholders the final document includes a non-commercial use regime, both for Europeana and the third parties.

The term of the agreement is set to one year and is automatically renewed for a period of one year on January 1 every year, unless terminated by one of the parties.

The agreement does not cover the content; it relates just to metadata. Europeana drives traffic directly to the data aggregator's site, where users can view the content in its original context, under the terms the aggregator chooses.

The priority is to keep implementation and transaction costs to a minimum for the data providers and especially the data aggregators. A streamlined mechanism for handling rights is necessary, and the terms of the agreements have to be simple to implement in order to scale up, potentially, to many hundreds of providers.

The Data Aggregator Agreement is based on a clean-hands model. That means Europeana does not sign agreements with individual content providers submitting data via an aggregator. The aggregator is responsible, if necessary, to clear rights with individual content providers in order to meet the requirements of the Data Aggregator Agreement with Europeana. The aggregator can use the Europeana Content Provider Agreement as a model in this situation.

Besides the agreement that governs what Europeana can do with the metadata, the Europeana Office is also drafting a licence that will govern what the third parties can do with the data.

The Europeana Foundation cannot grant more rights to the third parties than those conferred by the agreements. The licence that is being drafted for the third parties will be similar in spirit to a Creative Commons licence but more robust, because the Creative Commons is not enforceable if data is not copyrighted. The licence will be Europeana - Attribution - Share Alike - Non-commercial and further information will be circulated shortly.

For any questions regarding the Data Aggregator and Data Provider Agreements please contact Martina Schoberova at Martina.Schoberova@kb.nl.

The agreements form the annex to this document: see section 9.

4.2. Public Domain Charter

Europeana takes a strong position in support of the Public Domain and has published a Public Domain Charter saying that:

- Europeana belongs to the public and must represent the public interest.
- The Public Domain is the material from which society creates cultural understanding and knowledge. Having a thriving Public Domain is essential to economic and social well-being.
- Digitisation of the Public Domain content does not create new rights over it. Works that are in the Public Domain in analogue form continue to be in the Public Domain once they have been digitised.

The Charter is a policy statement, not a contract. It doesn't bind any of Europeana's content providers.

The Charter is published in French, German, English, Polish, Spanish and Italian. It's important to Europeana that all our partners recognise the issues involved in the Public Domain Charter, and promote its main points to funding bodies, policy-makers, and their own professional networks throughout Europe.

The Charter is published by the Europeana Foundation. It recognises the dilemma in which heritage institutions find themselves. Europeana partners' drive to digitise and make content accessible is tempered by a recognition of the costs involved, and the

need to arrive at the most appropriate agreements with those who are willing and able to fund digitisation programmes, including the private sector.

Europeana is developing plans to label the rights associated with a digitised item very clearly so that they are understood by Europeana's users, who will be able to exclude content from their results that requires payment or doesn't comply with the Public Domain Charter. By the end of this year, rights labelling will become a requirement when submitting content to Europeana.

While public-private partnerships are an important means of getting content digitised, the Charter recommends that deals are non-exclusive, for very limited time periods, and do not take material out of the Public Domain.

The majority of Europeana partner organisations have for generations held a mandate to conserve the cultural and scientific heritage, and make it accessible to the public. Benefiting the user is the primary objective in any negotiation to digitise public domain content. Europeana's Public Domain Charter takes a pragmatic approach, making recommendations and offering guidance to policy-makers and funding bodies as well as heritage content holders.

For the Public Domain Charter visit:

<http://version1.europeana.eu/web/europeana-project/publications>

5. Financial aspects

5.1. Resource planning

There are no charges imposed for aggregators' participation in Europeana. There are however some resource costs associated with making content available to Europeana. If an aggregator is in possession of digitised content and metadata descriptions, or metadata descriptions linking to digital objects, then the direct costs for making the data available to Europeana are mainly:

- Mapping to the Europeana target data format – the ESE
- Creating an OAI-PMH repository
- Normalising the metadata
- Testing

The aggregators may decide to cover these costs themselves. There might also be national funds available and aggregators may approach funding bodies at a local and national level. A number of projects have been co-funded by the European Commission through the Competitiveness and Innovation Framework Programme with the aim of digitising content and enhance access to it via specialised portals and Europeana.

Europeana often participates in European consortia and receives funds to cover part of the costs of ingestion, processing and re-use of the data from the project partners. Aggregators wishing to submit a project proposal under a new call are welcome to consult Europeana for input into the development of their proposal.

For new calls published visit:

http://ec.europa.eu/information_society/activities/ict_psp/index_en.htm

6. Further Information

6.1. Aggregator survey

In July 2009 Europeana and ATHENA undertook a joint survey of aggregators in order to establish the aggregation landscape in Europe and to assist in the setting up of new ones through the sharing of know-how. The survey collected and shared information on issues such as the use of Persistent Identifiers, handling of copyright issues, multilingual strategies, types of content, services, intended audiences and financial sustainability.

For the survey visit:

<http://www.athenaeurope.org/getFile.php?id=609>

6.2. Aggregator case study

Polish Digital Libraries Federation



Marcin Werla, Poznań Supercomputing and Networking Center (PSNC)

PSNC, in which Marcin is the leader of the Digital Libraries Team (<http://dl.psnc.pl/>), acts as the hub of the Polish Digital Libraries Federation, aggregating metadata from Poland's regional and institutional digital libraries. They also act as the national co-ordinator for Europeana Local, and late last year became the first Europeana Local co-ordinator to deliver metadata to Europeana's central index.

Marcin describes the steps towards integrating the Polish content.

'The first step towards Europeana was the analysis of the metadata that we aggregate to see how consistent it was with the Europeana Semantic Elements [ESE] and its mapping guidelines.

'Our metadata was Dublin Core simple which mapped to ESE with some normalization (e.g. we used ISO 639-2 for the DC language element). Another issue were fields specific in the ESE like 'Europeana type', referring to the nature of the content – text, image, video and audio.

'It was important to establish the standard that would map precisely to ESE across all Polish institutions that contribute data to the Digital Libraries Federation. We gave several presentations to our providers to advise them how to clean and augment their metadata. A group was set up to develop the new metadata schema, and some

of our 45 contributing digital libraries had to do some minor modifications to their Dublin Core records.

'Cleaning up the metadata was complicated, but once done, allowed for automated transfer. We manually prepared the mappings for 'type' rather than expect our providers to do it. The remaining mappings from Dublin Core plus extras to ESE were prepared and we ran the modified data on the system each night to update the information from our content providers.

We then ran the data on the Europeana Content Checker. We exported XML files from our OAI-PMH interface and uploaded these to the Content Checker. Throughout the process we worked closely with Lizzy Komen, Europeana Local's liaison officer in the Europeana office.

The Content Checker shows us how records are displaying in a test version of the Europeana interface. We were able to share this display and get feedback from our providers. Some were concerned about how their multilingual records were showing; others wanted to check the display of information about the rights in the objects; yet others wanted to be sure that their name would be clearly visible in the metadata.

The naming issue is important in an aggregation hierarchy. The Polish Digital Libraries Federation aggregates content from around 50 regional and institutional digital libraries, representing in all some 300 individual content holders. It's important that the original content holders as well as the data providers are correctly identified.

We gave ourselves a month for checking. We had 2 people who spent 2 weeks uploading and modifying the code, then 2 weeks getting feedback from all our source libraries. If the display wasn't right we modified the code then repeated the process several times until the data display suited all parties.

The next step was for the Europeana office to test our OAI-PMH interface so they could harvest the records. On the 24th November we completed our work in the Content Checker; on 27 November we had confirmation from Europeana that they were ready to start downloading data from the interface.

Then it was out of our hands: Europeana harvested the 257,000 records and completed the internal processing. This involved normalising the records and indexing them (caching the thumbnails was not possible at this time in our case). Then the Europeana office let us know as soon as they were ready to go live, which they did on 11 December 2009.

6.3. Business and funding models

Business models for aggregation vary and costs can be very high if the remit of the aggregator also involves digitisation of content. There are several studies and use cases published online that can provide some guidance for new content providers and aggregators in relation to business and funding models for digitisation and aggregation.

Some online resources are listed below:

- Athena Aggregators' Survey (<http://www.athenaeurope.org/getFile.php?id=609>). The ATHENA project has carried out a research study among European cultural heritage aggregators,

which also includes information about their different business and revenue models.

- Business model innovation (http://www.den.nl/getasset.aspx?id=Rapporten/KL_BusModIn_web_eng_04.pdf&assettype=attachments). In 2009 KnowledgeLand and the DEN Foundation did a research project into Business Model Innovation for Cultural Heritage. Over 100 Dutch professionals from inside and outside the cultural heritage sector took part in discussions organised during the project. The results are published in a book that is downloadable as a PDF file. The publication supports managers in cultural institutions to make decisions on their business model(s) and the creation of value through digital services. The book presents four main themes that influence these decisions: Organisation; ICT-infrastructure; Copyright and Revenue Models. The current developments in these areas are discussed and possible solutions are presented.
- The Ithaka Case Studies in Sustainability is a multi-year, international project exploring the strategies being used to support digital initiatives over the long term (<http://www.ithaka.org/ithaka-s-r/strategy/ithaka-case-studies-in-sustainability>). Twelve detailed case studies present the steps project leaders have taken to achieve this, with special attention paid to their strategies for cost management and revenue generation. These studies include financial data, and explore the decision-making process that project leaders undertake when experimenting with different strategies to find the best fit for their organization. *Sustaining Digital Resources: An On-the-Ground View of Projects Today*, serves as a guide to the cases, outlining the stages that successful projects undertake in developing sustainability models: from empowering leadership and developing accountability structures, to crafting a strong value proposition that responds to user needs, to securing the resources needed to help the project thrive.

7. Contacts

Annette M. Friberg, MBA
Business Development Manager
Phone: +31 (0)70 31 40 973
Email: annette.friberg@kb.nl

8. Abbreviations used in the Handbook

ACE: Association Cinémathèques Européennes
APEnet: Archival Portal of Europe
BAM: Bibliotheken, Archive, Museen und weiterer Quellen in Deutschland. URL: <http://www.bam-bw.de/?locale=en>
BHL- Europe: Biodiversity Heritage Library
CCPA: Council of Content Providers and Aggregators
CENL: Conference of the European National Librarians
CERL: Consortium of European Research Libraries
CIP ICT-PSP Programme: Competitiveness and Innovation Framework Programme - The Information Communication Technologies Policy Support Programme
EFG: European Film Gateway
ESE: Europeana Semantic Elements
EURBICA: European Regional Branch of the International Council on Archives

FIAT/IFTA: International Federation of Television Archives

HOPE: Heritage of the People's Europe

ICOM-Europe: International Council of Museums Europe

IPR: Intellectual Property Rights

MIMO: Musical Instruments Museum Online

OAI-PMH: Open Archives Initiative-Protocol for Metadata Harvesting. URL

<http://www.openarchives.org/pmh/>

SCRAN: part of the Royal Commission on the Ancient and Historical Monuments of Scotland - aims to provide educational access to digital materials representing our material culture and history. URL <http://www.scran.ac.uk/>

TEL: The European Library

XML: EXtensible Markup Language.URL:

http://www.w3schools.com/xml/xml_what_is.asp

9. Annexes

A. Europeana Submission Form

EUROPEANA SUBMISSION FORM

Version 1.0	Europeana Operations Team
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You are receiving this form because your institution showed interest in contributing to Europeana. Therefore you already should have filled in the Partner Request form and signed the Data Agreement with Europeana. Now we would like to ask you to fill in this questionnaire so we can get an idea of the content you plan to contribute to Europeana and about the technical aspects of your repository to make sure it is interoperable with Europeana, so we can plan our workflow with you.

Submission procedure

After you have mapped your data to the ESE Schema Europeana is offering you access to a tool to check your data (Content Checker). After you have decided that you are ready for harvesting in production Europeana will run some tests on your repository and continue with the harvesting and normalization procedure.

Required expertise

Please pass this form to your technical contact person working with your repository since most of the questions are of a more technical subject.

Contact

For any question regarding this form you can post them to content@europeana.eu with the subject line 'Submission form'.

Steps

1. Please read the following documentations:
 - a. About the ESE XML Schema
 - b. Europeana Semantic Elements specifications
 - c. Thumbnails in Europeana Prototype
 - d. Metadata Mapping & Normalization Guidelines for the Europeana Prototype
 - e. Content Checker Guide
 - f. Europeana Content Strategy
2. Please answer to the questions of this form. Note: Fill in as much as you can.
3. Please send this form back to content@europeana.eu

1. IDENTIFICATION

Indicate here your Organisation Identifier (provided by Europeana)

You don't know your Organisation Identifier? Request it at content@europeana.eu

Organisation ID:.....

2. CONTACT INFORMATION

Contact details were provided to Europeana via the Partner Request form.

Review the information and make correction/change if necessary.

No access to your contact details? Request it at content@europeana.eu

3. SUBMISSION TYPE

Indicate the type of your submission

NEW: The data is submitted to Europeana for the first time

UPDATE: The data is already in Europeana; this submission is an update (modification and/or deletion)

4. COLLECTIONS AND AGGREGATION

List here the names of all digital collections you are willing to provide to Europeana.

Note: *Collection* here means a set of digital objects which is persistent during the data ingestion process for Europeana and the publication on the Europeana portal. For 1 digital object that can be linked to and viewed on the provider's website there is 1 record of descriptive metadata ingested by Europeana, and searchable and retrievable by the Europeana user.

Note: You can expand the table if you have more collections to contribute.

Additional Information: Aggregator Handbook

#	Collection name
1.	
2.	
...	

Indicate if any of the collections listed above ha already been aggregated by other projects or portals.

Collection #	Aggregated by (indicate name and URL of aggregator)	Fully or partially aggregated?
1.		
2.		
...		

5. LICENSING

Is there a Data Agreement signed with Europeana covering this submission request?

YES

NO

Please contact content@europeana.eu about the Data Agreement's status before continuing.

6. METADATA

Collection [put here the collection number]

Review the metadata requirements for the 1st collection listed in COLLECTIONS.

6.1 Can you provide metadata that are specific to each digital object of this collection [collection number] and that comply with the Europeana data model?

- YES
- NO

6.2 Provide an example of URL that can be provided with the europeana:isShownBy or europeana:isShownAt elements:

.....

6.3 Indicate the distribution of digital objects of the collection according to the four Europeana type (in %):

IMAGE	TEXT	SOUND	VIDEO
.....%%%%

6.4 Are URLs to thumbnail images available for the digital objects of this collection?

- YES, for ALL digital objects
- YES, for(number) digital objects
- NO

6.5 Indicate the thematic coverage of this collection:

- New collection in Europeana
- Events/anniversaries
- Current affairs
- Selection of guest curators
- None of the previous themes

6.6 Can you guarantee the long-term persistency of all URLs included in the metadata of this collection?

- YES for all URLs

YES for *some* URLs

For the *other* URLs describe their persistency level (per type of URL required for Europeana):

.....
.....
.....

NO

Describe the persistency level (per type of URL required for Europeana):

.....
.....
.....

6.7 Is the metadata encoded in UTF-8?

YES

NO

7. SUBMISSION UPDATE

Describe the characteristics of this submission update for each collection listed in 4.COLLECTIONS

Indicate the types and volumes of updates:

#	Number of new records	Number of modified records	Number of deleted records (*)
1.			
2.			
...			

(*) Indicate the mechanism for Europeana to identify the records to delete :

.....
.....

8. VOLUME		
Indicate here the volume of the submission		
#	Total number of metadata records representing the digital objects	Volume in bytes (estimation for data in Europeana format)
1.		
2.		
3.		
...		

9. TRANSFER
Indicate the mechanism by which the data will be transferred to Europeana
<input type="checkbox"/> OAI-PMH Please go to 10.OAI-PMH
<input type="checkbox"/> FTP Please go to 11.FTP
<input type="checkbox"/> Other:..... Please go to 12.OTHER TRANSFER MECHANISM

10. OAI-PMH

Describe here the characteristics of your OAI-PMH repository

10.1 Indicate here the base URL(s) allowing Europeana to harvest the list described in COLLECTIONS:

#	OAI-PMH base URL
1.	
2.	
...	...

10.2 Is Europeana the first service Provider using your OAI-PMH implementation?

YES

NO

10.3 If Europeana needs to use the setSpec parameter to harvest from your repository please indicate the setSpec values corresponding to the list described in COLLECTIONS:

#	setSpec
1.	
2.	
...	...

10.4 Indicate your preferred harvesting times

.....

11. FTP

Describe here your FTP connection parameters allowing Europeana to harvest the list described in COLLECTIONS:

#	FTP Server URL	Username	Password
1.			
2.			
...			

12. OTHER TRANSFER MECHANISM

Describe here the transfer mechanism that Europeana can use to harvest the list described in COLLECTIONS

13. DELIVERY SCHEDULE

Indicate the schedule for testing and submission phases

Note: Take into account the metadata testing phase that you need to carry out with the Content Checker. This phase takes place before the submission to Europeana.

#	Date of transfer protocol testing	Date of metadata submission
1.		
2.		
...		

14. CHANGE PLANNING

Indicate the type, frequency and volume of changes of metadata records in your repository

Status of metadata records in repository	Frequency and volume (estimation)
New	<i>Ex1: 1.000 per day</i> <i>Ex2: 50.000 per month</i>
Modified	<i>Ex: 5 per month</i>
Deleted (*)	<i>Ex: 100 per 6 months</i> <i>Transient: deleted records are maintained in repository for 12 months</i>

(*) In case of OAI-PMH: Indicate the support level for deleted records: 'no', 'permanent' or 'transient' (<http://www.openarchives.org/OAI/openarchivesprotocol.htm#DeletedRecords>). If 'transient' describe the maintenance strategy for deleted records.

15. THUMBNAIL IMAGE CACHING

Indicate here the most convenient time for thumbnail caching and waiting time for the next thumbnail processed.

The most convenient time for thumbnail caching would be

- 17-9 hrs.
- 23-11 hrs.
- No limitation

Waiting time for next thumbnail processed

- 0.1 of a sec.
- 0.5 of a sec.
- No limitation

16. END

Indicate here any additional information regarding your submission

Please send this form to content@europeana.eu with subject line 'Submission Form'

B. Europeana Data Aggregator Agreement and Europeana Data Provider Agreement



Europeana Data Aggregator Agreement

Parties

Europeana Foundation (formerly EDLFoundation)

Address: Koninklijke Bibliotheek, Prins Willem-Alexanderhof 5,
2509LK The Hague, The Netherlands
Phone: +31 70 314 0952
Fax: + 31 70 314 0424
URL: www.europeana.eu

On behalf of Europeana Foundation
Name of authorised Person: Jill Cousins
Title/Role in organisation: Executive Director
Work Phone: +31 70 314 0952
Work Email: Jill.Cousins@kb.nl

Hereafter named: 'Europeana Foundation'

And

Name of organisation:
Address:
Phone:
Fax:
Email:
URL:

On behalf of the Data Aggregator
Name of authorised Person:
Title/Role in organisation:
Work Phone:
Work Email:

Hereafter named: 'Data Aggregator'

The Parties, wishing to cooperate in order to fulfil the mission of Europeana.eu, agree to the following:

Article 1 Definitions

1. Audio preview: Shorter and/or lower resolution extract of audio Content.
2. Archival finding aids: See Metadata
3. Attribution: Keeping Attribution information intact is a requirement for Third Parties and Europeana. Attribution is considered “proper Attribution” when all available Attribution information is kept intact when making available Metadata or Previews. Attribution may include multiple people or organisations, including the Data Provider and Data Aggregator. The ESE specification explains how to transmit simple and multiple Attribution information to Europeana.
4. Content: Content is digital information defined by its individuality and cultural or artistic expression. Content has a reference to an individual object of the real world or is born digital. Examples: Photographs, books, letters, films, paintings, television, etc. Note: In online delivery, Content excludes the peripheral packaging/platform.
5. Context Resources: Catch-all term for resources which help to provide context and enrich Europeana.eu Data like linked data, ontologies, vocabularies, thesauri, classifications, taxonomies, etc.
6. Data: Catch-all term including Metadata, Thumbnails, Audio and Moving Image previews.
7. Data Aggregator: Organisation that collects, formats and manages Data from Data Providers before submitting Data to Europeana.eu.
8. Data Provider: Organisation that submits Data to Europeana.eu.
9. Derivative: Data is considered derivative (data) if it is based upon one or more pre-existing Data, such as a translation, musical arrangement, dramatisation, condensation, or any other form of transformation or adaptation.
10. Europeana Foundation: The legal entity in charge of Europeana.eu.
11. End Users: Members of the public, using Europeana.eu, covered by the « Europeana Terms of Use ».
12. Europeana.eu: The Europeana website, its Data and its machine interfaces (APIs, JSON, RDFa, Linked Data, etc). Note: The specific URL may change in later iterations of the site.
13. Europeana.eu Data: The semantically enriched and merged Data, accessible via Europeana.eu, based on Data from Data Aggregators and Providers.
14. Europeana Terms of Use: The conditions, obligations and restrictions upon which legitimate use of Europeana.eu is contingent.
15. Europeana Office: The organisation that creates Europeana.eu on behalf of Europeana Foundation.
16. Metadata: Metadata is information about Content, describing its characteristics to aid in its identification, discovery, interpretation and management. Metadata is given to Europeana and drives discovery of Content held at the Data Provider’s/Aggregator’s site. Metadata are usually facts or fact-like information, containing little individual artistic/creative expression. Examples: Bibliographic or filmographic data, temporary and spatial data, etc.
Note: For the specific case of archival finding aids, the archival descriptions are considered Metadata. The descriptions contain a link to a digitised archival item which is considered Content. As far as a finding aid is available as a digitised object itself, only the bibliographic information about the finding aid is considered Metadata and the digitised finding aid is considered Content. For the avoidance of doubt, any Metadata that is withheld from Europeana, does not fall under the terms of this agreement.
17. Moving image preview: Shorter and/or lower resolution extracts of moving image content. Can be as short as one frame and functionally equivalent to a thumbnail.

18. MyEuropeana: Collections of Data from within Europeana.eu, arranged and shared by End Users.
19. Preview: General term including Thumbnail, Audio and Moving Image Preview.
20. Public Domain: Metadata, Content or Previews for which copyright protection has expired or which never was subject to copyright protection because of lack of originality.
21. Thumbnail: Smaller and/or lower resolution version of still image content.
22. Third Party: Any physical or moral person who is not party to this Agreement. For the avoidance of doubt: As the agreement only covers the Data Provider's or Aggregator's Metadata and Previews, any Data Provider or Aggregator must adhere to the Europeana Terms of Use, just like Third Parties, when using Europeana.eu Metadata or Previews;
23. URI: Uniform Resource Identifier, URLs (Uniform Resource Locators) are URIs.
24. User generated content: Catch-all term for any comment, tag or other description as well as Content, Previews or Metadata; or comments, tags and descriptions thereof that is provided by End Users to Europeana.eu
25. Documents:
 - a. « Europeana Data Aggregator agreement » This document.
 - b. « Europeana Terms of Use » Legitimate use of Europeana.eu is contingent upon its acceptance.

Article 2 Licence of rights for Metadata from Data Aggregator to Europeana Foundation

1. Metadata submitted to Europeana Foundation is used to produce Europeana.eu Data, which is accessible on Europeana.eu.
2. In order to make this possible, the Data Aggregator hereby grants Europeana Foundation a non-exclusive, worldwide, royalty free licence on copyright, related rights and the sui generis database right for the duration of this agreement, whereby Europeana Foundation shall have the right for non-commercial purposes only:
 - a. to publish, make available, reproduce, distribute, display, transmit, extract, re-utilize and store the Metadata and its Derivatives in all forms, formats and media whether now known or hereafter developed (including without limitation in print, digital and electronic form) throughout the world;
 - b. to translate the Metadata (or authorise others to do so) into other languages, create adaptations, summaries or extracts of the Metadata or other Derivatives based on the Metadata and exercise all of the rights set forth in (a) above in such translations, adaptations, summaries, extracts and derivative works;
3. Data Aggregator understands that the rights on the Metadata conferred by the Data Provider pursuant to the Data Provider/Aggregator agreement are meant to enable Data Aggregator to fulfil its role as intermediary between Data Provider and Europeana Foundation and that such rights shall only be exercised by Data Aggregator within the framework of this Agreement.
4. Europeana Foundation shall grant the Data Aggregator the same rights as specified in subsection 2.b) above, with respect to any and all translations, adaptations, summaries, extracts and Derivatives that it creates as part of Europeana.eu, to re-use in the local environment of the Data Aggregator.

Article 3 Licence of rights for Previews from Data Aggregator to Europeana Foundation

The Data Aggregator may submit Previews to Europeana Foundation.

1. If no Preview is submitted, none will be accessible on Europeana.eu and none will become part of Europeana.eu Data.
2. If the Preview is submitted as URI pointing to an embeddable player or viewer, the embedded player or viewer will be made accessible on Europeana.eu and the URI will become part of Europeana.eu Data. Europeana Foundation shall have the non-exclusive right to make available the embedded Preview. The Preview itself will not be stored and will not become part of Europeana.eu Data.
3. If the Preview is submitted as a file or as a URI pointing to a file which is correctly sized for a Preview, it will be stored as is by Europeana Foundation. If the file is not correctly sized, a resized Preview will be created and the original file discarded. The Preview will be accessible on Europeana.eu and become part of Europeana.eu Data, whereby Europeana Foundation shall have the non-exclusive right to publish, make available, reproduce, distribute, display, transmit, and store the Preview and its Derivatives in all forms, formats and media whether now known or hereafter developed (including without limitation in print, digital and electronic form) throughout the world.
4. Data Aggregator understands that the rights on the Previews conferred by the Data Provider pursuant to the Data Provider/Aggregator agreement are meant to enable Data Aggregator to fulfil its role as intermediary between Data Provider and Europeana Foundation and that such rights shall only be exercised by Data Aggregator within the framework of this Agreement.

Article 4 Licence of rights for Metadata from Data Aggregator to third parties

1. With respect to Metadata of the Data Aggregator, the Data Aggregator grants Europeana Foundation the right, to allow third parties for non-commercial purposes only and on a non-exclusive, worldwide, royalty-free basis to:
 - a. to publish, make available, reproduce, distribute, display, transmit, extract, re-utilize and store the Metadata in all forms, formats and media whether now known or hereafter developed (including without limitation in print, digital and electronic form) throughout the world;
 - b. to translate the Metadata into other languages, to create adaptations, summaries or extracts of the Metadata or to make other Derivatives based on the Metadata and exercise all of the rights set forth in (a) above in such translations, adaptations, summaries, extracts and Derivatives, provided that such exercise of rights only takes place under the same or compatible licensing conditions as herein specified;

The rights from 1.a) and b) are communicated to Third Parties through the Europeana Terms of Use v1.0 or a future version thereof containing the same licensing elements or other similar Terms/Contracts containing the same licensing elements.

It is understood that Europeana Foundation cannot grant more rights to Third Parties than conferred in this Agreement. The scope of limitations and exceptions of copyright law or applicable sui generis database rights will not be affected by additional restrictions in the Europeana Terms of Use.

2. The Data Aggregator must keep intact all attribution information provided by the Data Provider.
3. Europeana Foundation must require that Third Parties exercising the rights granted under paragraph 1a) or b) above include a copy of, or the Uniform Resource Identifier (URI) for, the appropriate Europeana Terms of Use with the Metadata, or of an adaptation thereof, that they distribute, display or transmit. Third Parties may not sublicense the Metadata and must keep intact all notices that refer to the Europeana Terms of Use with the Metadata, or of an adaptation thereof, that they distribute, display or transmit.

Article 5 Licence of rights for Content from Data Aggregator to Europeana Foundation

1. Unless otherwise agreed, the Data Aggregator does not submit Content to Europeana.eu, nor does Content become part of Europeana.eu Data.
2. To increase discoverability/searchability of digitised printed Content such as periodicals or monographs, made available on Data Aggregator's or Provider's site, the Data Aggregator may submit full texts, tables of contents, etc. to Europeana.eu. For the specific purpose of indexing textual documents, the Data Aggregator shall grant Europeana Foundation the same rights in the full texts, table of contents etc. as specified for Metadata in article 2.2 above, it being understood that such full text is not to be shared with Third Parties and is only used for search on Europeana.eu. Europeana may display a small snippet of the full text, table of contents, etc. providing some textual context of the search result, to make the End-User experience more useful.
3. To facilitate search and filtering of search results, the Data Aggregator must indicate the rights information corresponding to the copyright status of the Content, as specified in the ESE specifications on the "Europeana:Rights" field.
4. This rights information will become part of Europeana.eu Data.

Article 6 Licence of rights for Previews from Data Aggregator to Third Parties

1. The rights for Previews are directly derived from the rights information chosen by the Data Aggregator for the corresponding Content.
2. Please refer to ESE specification on the "Europeana:Rights" field for exact instructions.

3. If Content is marked to be « Public Domain », then the corresponding Preview is also « Public Domain ». Any Content or Preview that is in the Public Domain but distributed or made available by the Data Aggregator subject to any restriction of use cannot be marked « Public Domain ».
4. If Content is marked as being under a Creative Commons Licence, then Third Parties may use the corresponding Preview under the same Creative Commons licence.
5. In all other cases, where Data Aggregators and/or Providers reserve rights for the Content or indicate an « unknown » status for the Content, the Previews are considered copyrighted and Third Parties do not get any additional rights from Europeana.eu.

Article 7 Other rights of Data Aggregator

All other rights of the Data Aggregator and Data Provider, other than copyright, related rights and sui generis database rights in the Data, shall remain unaffected, such as patent and trademarks rights.

Article 8 Moral rights

This agreement does not affect any moral rights of the Data Aggregator or Data Provider or any other party that may persist in or to the Data. More specifically, the Data Aggregator or Data Provider and the appropriate party assert their right to be identified as the author and the right to object to derogatory treatment.

Article 9 Obligations of the Data Aggregator

1. The Data Aggregator agrees to abide to the timeframe, the “ESE specifications” and other indications of Europeana Office.
2. The Data Aggregator warrants that the use of Metadata as well as the creation and use of Thumbnails and Audio and Moving Image Previews, based on Content from the Data Aggregator or Data Provider’s website, do not constitute:
 - (a) A violation of the intellectual property rights of Third Parties;
 - (b) An infringement of personality, privacy, publicity or other rights (slandering, private life, etc.);
 - (c) An infringement of public order or morality (hate speech, obscenity, etc.).
3. The Data is deemed accepted whenever Europeana Office is of the opinion that the Data meets the specific or usual quality requirements and conditions.
4. The Data Aggregator must make best efforts the correctness of rights information, including machine readable rights information and mark-up.
5. Data Aggregators must make best efforts to identify Content which is in the Public Domain.

Article 10 Liability Disclaimer

1. Except to the extent required by applicable law, in no event will the Europeana Foundation be liable on any legal theory for any special, incidental, consequential,

- punitive or exemplary damages arising out of this agreement or the use of the Data, even if the Europeana Foundation has been advised of the possibility of such damages.
2. In particular, the Europeana Foundation will not be liable for the following:
 - (a) Accuracy, completeness, etc. of Data or Europeana.eu Data;
 - (b) Mistakes, omissions, interruptions or suppression of Data representations within Europeana.eu Data or the search results on Europeana.eu;
 - (c) Any infringement of privacy, publicity or other rights;
 - (d) Any use by Third Parties that goes beyond the rights expressed in this agreement;
 - (e) Re-use by Third Parties of material in obscene material, hate speech, etc.
 3. The Data Aggregator holds Europeana Foundation free and harmless of any action, recourse or claims made by any third party due to the non-observance by the Data Aggregator of its declarations and guarantees written in the above article.

Article 11 Obligations of Europeana Foundation

1. Europeana Foundation must give proper Attribution on Europeana.eu of the Data Provider and/or Aggregator submitting the Metadata and/or the Previews.
2. Europeana Foundation must require that Third Parties exercising the rights granted under Article 4 paragraph 1 above, ensure proper Attribution by keeping all Attribution information intact, when distributing, displaying or making available Metadata, or an adaptation thereof. Where no Attribution information is provided by either Data Provider or Data Aggregator, the default Attribution should be given to the appropriate Europeana.eu URI, to ensure that at a minimal level, the Content and corresponding Metadata on the Data Provider's or Aggregator's site can always be found.
3. Europeana Foundation shall collaborate with the Data Aggregator, upon the latter's request, for the correction, update and removal of the Data provided by the Data Aggregator. Moreover, any feedback or additional content provided by Third Parties shall be reported back to the Data Aggregator.
4. Europeana Foundation agrees to collaborate with the Data Aggregator in taking, upon the latter's request, all reasonable steps and appropriate measures to stop or prevent any infringement by a third party of the rights of the Data Aggregator on the Metadata and Previews.
5. In case the agreement is not renewed pursuant to article 12, or is terminated pursuant to article 14 below, it shall be the responsibility of Europeana Foundation to remove the Data from Europeana.eu within a reasonable timeframe from the date of termination of the agreement.
6. Europeana Foundation holds the Data Aggregator free and harmless of any action, recourse or claims made by any third party due to the non-observance of Europeana Foundation's obligations under this agreement.

Article 12 Duration of the agreement

The agreement shall end on the 31st December following the date of signature by both parties. The agreement will be renewed automatically for a period of one year every 1st January, unless terminated by one of the parties. Written notice to terminate this agreement is required at least three months before the end of a calendar year.

Article 13 Modification of Agreement

This agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this agreement shall be binding unless it is in writing and signed by the parties. Any modification proposed by Europeana Foundation must be notified to the Data Aggregator who then has two months from the date of reception of the notice to accept or reject the new agreement. If the modifications are not accepted in writing within this period by the Data Aggregator, the modifications are presumed rejected.

Article 14 Termination

1. The rights granted by the Data Aggregator to the Europeana Foundation end when this agreement is terminated or no longer renewed.
2. Either party may terminate this agreement at any time on the material breach or repeated other breaches by the other of any obligation on its part under this agreement by serving a written notice on the other identifying the nature of the breach. The termination will become effective thirty (30) days after receipt of the written notice unless during the relevant period of thirty (30) days the defaulting party remedies the breach.
3. This agreement may be terminated by either party on written notice if the other party becomes insolvent or bankrupt, if the Data Aggregator's project ends or if the Data Aggregator withdraws or ceases operations. The termination will become effective thirty (30) days after receipt of the written notice.
4. Termination of this agreement does not affect any prior valid agreement made by Europeana Foundation with third parties.
5. Termination of this agreement puts an end to any action, recourse or claim that the parties may have entertained against each other pursuant to this agreement.

Article 15 Miscellaneous

1. Severability

If any term of this agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

2. Mandatory national law

Nothing in this agreement shall be deemed to require the Data Aggregator to breach any mandatory statutory law under which the Data Aggregator is operating.

3. Language

This agreement is drawn up in English, which language shall govern all documents, notices, meetings, arbitral proceedings and processes relative thereto.

4. Applicable law

This agreement shall be construed in accordance with and governed by the laws of the Netherlands.

5. Settlement of disputes

All disputes arising out of or in connection with this agreement, which cannot be solved amicably, shall be referred to mediation. The outcome of the mediation process will be binding on the parties.

The place of mediation shall be The Hague if not otherwise agreed by the conflicting parties.

Nothing in this agreement shall limit the Data Aggregator's right to seek injunctive relief in any applicable competent court of law. The commencement of mediation will not prevent the concerned Data Aggregator from commencing or continuing court proceedings.

Article 16 Final clause

This agreement enters into force as of the date of signature of the parties.

Signed by both parties:

Date:

Data Aggregator:

Date: **6 April 2010**

Europeana Foundation:

A handwritten signature in dark ink, appearing to read "Wim Ceuninck". The signature is written in a cursive style with a large, rounded initial 'W'.



Europeana Data Provider Agreement

Parties

Europeana Foundation (formerly EDL Foundation)

Address: Koninklijke Bibliotheek, Prins Willem-Alexanderhof 5,
2509LK The Hague, The Netherlands
Phone: +31 70 314 0952
Fax: + 31 70 314 0424
URL: www.europeana.eu

On behalf of Europeana Foundation
Name of authorised Person: **Jill Cousins**
Title/Role in organisation: **Executive Director**
Work Phone: +31 70 314 0952
Work Email: Jill.Cousins@kb.nl

Hereafter named: 'Europeana Foundation'

And

Name of organisation:
Address:
Phone:
Fax:
Email:
URL:

On behalf of the Data Provider
Name of authorised Person:
Title/Role in organisation:
Work Phone:
Work Email:

Hereafter named: 'Data Provider'

The Parties, wishing to cooperate in order to fulfil the mission of Europeana.eu, agree to the following:

Article 1 Definitions

1. Audio preview: Shorter and/or lower resolution extract of audio Content.
2. Archival finding aids: See Metadata
3. Attribution: Keeping Attribution information intact is a requirement for Third Parties and Europeana. Attribution is considered "proper Attribution" when all available Attribution information is kept intact when making available Metadata or Previews. Attribution may include multiple people or organisations, including the Data Provider and Data Aggregator. The ESE specification explains how to transmit simple and multiple Attribution information to Europeana.
4. Content: The digital objects that can be accessed through Metadata. Content is typically held on Data Provider's/Aggregator's sites. Content is typically defined by its individuality and cultural, intellectual or artistic expression. Content has a reference to an individual object of the real world or is born digital. Examples: Photographs, books, letters, films, paintings, television, etc. Note: In online delivery, Content excludes the peripheral packaging/platform.
5. Context Resources: Catch-all term for resources which help to provide context and enrich Europeana.eu Data like linked data, ontologies, vocabularies, thesauri, classifications, taxonomies, etc.
6. Data: Catch-all term including Metadata, Thumbnails, Audio and Moving image previews.
7. Data Aggregator: Organisation that collects, formats and manages Data from Data Providers before submitting Data to Europeana.eu.
8. Data Provider: Organisation that submits Data to Europeana.eu.
9. Derivative: Data is considered derivative (data) if it is based upon one or more pre-existing Data, such as a translation, musical arrangement, dramatisation, condensation, or any other form of transformation or adaption.
10. Europeana Foundation: The legal entity in charge of Europeana.eu.
11. End Users: Members of the public, using Europeana.eu, covered by the « Europeana Terms of Use ».
12. Europeana.eu: The Europeana website, its Data and its machine interfaces (APIs, JSON, RDFa, Linked Data, etc). Note: The specific URL may change in later iterations of the site.
13. Europeana.eu Data: The semantically enriched and merged Data, accessible via Europeana.eu, based on Data from Data Aggregators and Providers.
14. Europeana Terms of Use: The conditions, obligations and restrictions upon which legitimate use of Europeana.eu is contingent.
15. Europeana Office: The organisation that creates Europeana.eu on behalf of Europeana Foundation.
16. Metadata: Metadata is information about Content, describing its characteristics to aid in its identification, discovery, interpretation and management. Metadata is given to Europeana and drives discovery of Content held at the Data Provider's/Aggregator's site. Metadata are usually facts or fact-like information, containing little individual artistic/creative expression. Examples: Bibliographic or filmographic data, temporary and spatial data, etc.
Note: For the specific case of archival finding aids, the archival descriptions are considered Metadata. The descriptions contain a link to a digitised archival item which is considered Content. As far as a finding aid is available as a digitised object itself, only the bibliographic information about the finding aid is considered Metadata and the digitised finding aid is considered Content. For the avoidance of doubt, any Metadata that is withheld from Europeana, does not fall under the terms of this agreement.

17. Moving image preview: Shorter and/or lower resolution extracts of moving image content. Can be as short as one frame and functionally equivalent to a thumbnail.
18. MyEuropeana: Collections of Data from within Europeana.eu, arranged and shared by End Users.
19. Preview: General term including Thumbnail, Audio and Moving Image Preview.
20. Public Domain: Metadata, Content or Previews for which copyright protection has expired or which never was subject to copyright protection because of lack of originality.
21. Thumbnail: Smaller and/or lower resolution version of still image Content.
22. Third Party: Any physical or moral person who is not party to this Agreement. For the avoidance of doubt: As the agreement only covers the Data Provider's or Aggregator's Metadata and Previews, any Data Provider or Aggregator must adhere to the Europeana Terms of Use, just like Third Parties, when using Europeana.eu Metadata or Previews;
23. URI: Uniform Resource Identifier, URLs (Uniform Resource Locators) are URIs.
24. User generated content: Catch-all term for any comment, tag or other description as well as Content, Previews or Metadata; or comments, tags and descriptions thereof that is provided by End Users to Europeana.eu
25. Documents:
 - a. « Europeana Data Provider Agreement » This document.
 - b. « Europeana Terms of Use » Legitimate use of Europeana.eu is contingent upon its acceptance.

Article 2 Licence of rights for Metadata from Data Provider to Europeana Foundation

1. Metadata submitted to Europeana Foundation is used to produce Europeana.eu Data, which is accessible on Europeana.eu.
2. In order to make this possible, the Data Provider hereby grants Europeana Foundation a non-exclusive, worldwide, royalty free licence on copyright, related rights and the sui generis database right for the duration of this agreement, whereby Europeana Foundation shall have the right for non-commercial purposes only:
 - a. to publish, make available, reproduce, distribute, display, transmit, extract, re-utilize and store the Metadata and its Derivatives in all forms, formats and media whether now known or hereafter developed (including without limitation in print, digital and electronic form) throughout the world;
 - b. to translate the Metadata (or authorise others to do so) into other languages, create adaptations, summaries or extracts of the Metadata or other Derivatives based on the Metadata and exercise all of the rights set forth in (a) above in such translations, adaptations, summaries, extracts and derivative works;
3. Europeana Foundation shall grant the Data Provider the same rights as specified in subsection 2.b) above, with respect to any and all translations, adaptations, summaries, extracts and Derivatives that it creates as part of Europeana.eu, to re-use in the local environment of the Data Provider.

Article 3 Licence of rights for Previews from Data Provider to Europeana Foundation

The Data Provider may submit Previews to Europeana Foundation.

1. If no Preview is submitted, none will be accessible on Europeana.eu and none will become part of Europeana.eu Data.
2. If the Preview is submitted as URI pointing to an embeddable player or viewer, the embedded player or viewer will be made accessible on Europeana.eu and the URI will become part of Europeana.eu Data. Europeana Foundation shall have the non-exclusive right to make available the embedded Preview. The Preview itself will not be stored and will not become part of Europeana.eu Data.
3. If the Preview is submitted as a file or as a URI pointing to a file which is correctly sized for a Preview, it will be stored as is by Europeana Foundation. If the file is not correctly sized, a resized Preview will be created and the original file discarded. The Preview will be accessible on Europeana.eu and become part of Europeana.eu Data, whereby Europeana Foundation shall have the non-exclusive right to publish, make available, reproduce, distribute, display, transmit, and store the Preview and its Derivatives in all forms, formats and media whether now known or hereafter developed (including without limitation in print, digital and electronic form) throughout the world.

Article 4 Licence of rights for Metadata from Data Provider to Third Parties

1. With respect to Metadata of the Data Provider, the Data Provider grants Europeana Foundation the right to allow Third Parties for non-commercial purposes only and on a non-exclusive, worldwide, royalty-free basis to:
 - a. to publish, make available, reproduce, distribute, display, transmit, extract, re-utilize and store the Metadata in all forms, formats and media whether now known or hereafter developed (including without limitation in print, digital and electronic form) throughout the world;
 - b. to translate the Metadata into other languages, to create adaptations, summaries or extracts of the Metadata or to make other Derivatives based on the Metadata and exercise all of the rights set forth in (a) above in such translations, adaptations, summaries, extracts and Derivatives, provided that such exercise of rights only takes place under the same or compatible licensing conditions as herein specified;

The rights from 1.a) and b) are communicated to Third Parties through the Europeana Terms of Use v1.0 or a future version thereof containing the same licensing elements or other similar Terms/Contracts containing the same licensing elements.

It is understood that Europeana Foundation cannot grant more rights to Third Parties than conferred in this Agreement. The scope of limitations and exceptions of copyright

law or applicable sui generis database rights will not be affected by additional restrictions in the Europeana Terms of Use.

2. Europeana Foundation must require that Third Parties exercising the rights granted under paragraph 1a) or b) above include a copy of, or the Uniform Resource Identifier (URI) for, the appropriate Europeana Terms of Use with the Metadata, or of an adaptation thereof, that they distribute, display or transmit. Third Parties may not sublicense the Metadata and must keep intact all notices that refer to the Europeana Terms of Use with the Metadata, or of an adaptation thereof, that they distribute, display or transmit.

Article 5 Licence of rights for Content from Data Provider to Europeana Foundation

1. Unless otherwise agreed, the Data Provider does not submit Content to Europeana.eu, nor does Content become part of Europeana.eu Data.
2. To increase discoverability/searchability of digitised printed Content such as periodicals or monographs, made available on Data Aggregator's or Provider's site, the Data Provider may submit full texts, tables of contents, etc. to Europeana.eu. For the specific purpose of indexing textual documents, the Data Provider shall grant Europeana Foundation the same rights in the full texts, table of contents etc. as specified for Metadata in article 2.2 above, it being understood that such full text is not to be shared with Third Parties and is only used for search on Europeana.eu. Europeana may display a small snippet of the full text, table of contents, etc. providing some textual context of the search result, to make the End-User experience more useful.
3. To facilitate search and filtering of search results, Data Provider must indicate the rights information corresponding to the copyright status of the Content, as specified in the ESE specifications on the "Europeana:Rights" field.
4. This rights information will become part of Europeana.eu Data.

Article 6 Licence of rights for Previews from Data Provider to Third Parties

1. The rights for Previews are directly derived from the rights information chosen by the Data Provider for the corresponding Content.
2. Please refer to ESE specification on the "Europeana:Rights" field for exact instructions.
3. If Content is marked to be « Public Domain », then the corresponding Preview is also « Public Domain ». Any Content or Preview that is in the Public Domain but distributed or made available by the Data Provider subject to any restriction of use cannot be marked « Public Domain ».

4. If Content is marked as being under a Creative Commons Licence, then Third Parties may use the corresponding Preview under the same Creative Commons licence.
5. In all other cases, where Data Providers reserve rights for the Content or indicate an « unknown » status for the Content, the Previews are considered copyrighted and Third Parties do not get any additional rights from Europeana.eu.

Article 7 Other rights of Data Provider

All other rights of the Data Provider, other than copyright, related rights and sui generis database rights in the Data, shall remain unaffected, such as patent and trademarks rights.

Article 8 Moral rights

This Agreement does not affect any moral rights of the Data Provider or any other party that may persist in or to the Data. More specifically, the Data Provider and the appropriate party assert their right to be identified as the author and the right to object to derogatory treatment.

Article 9 Obligations of the Data Provider

1. The Data Provider agrees to abide to the timeframe, the “ESE specifications” and other indications of Europeana Office.
2. The Data Provider warrants that the use of Metadata as well as the creation and use of Thumbnails and Audio and Moving Image Previews, based on Content from the Data Provider’s website, do not constitute:
 - (a) A violation of the intellectual property rights of Third Parties;
 - (b) An infringement of personality, privacy, publicity or other rights (slandering, private life, etc.);
 - (c) An infringement of public order or morality (hate speech, obscenity, etc.).
3. The Data is deemed accepted whenever Europeana Office is of the opinion that the Data meets the specific or usual quality requirements and conditions.
4. The Data Provider must make best efforts to ensure the correctness of rights information, including machine readable rights information and mark-up.
5. Data Providers must make best efforts to identify Content which is in the Public Domain.

Article 10 Liability Disclaimer

1. Except to the extent required by applicable law, in no event will the Europeana Foundation be liable on any legal theory for any special, incidental, consequential, punitive or exemplary damages arising out of this agreement or the use of the Data, even if the Europeana Foundation has been advised of the possibility of such damages.
2. In particular, the Europeana Foundation will not be liable for the following:
 - (a) Accuracy, completeness, etc. of Data or Europeana.eu Data;

- (b) Mistakes, omissions, interruptions or suppression of Data representations within Europeana.eu Data or the search results on Europeana.eu;
 - (c) Any infringement of privacy, publicity or other rights;
 - (d) Any use by Third Parties that goes beyond the rights expressed in this agreement;
 - (e) Re-use by Third Parties of material in obscene material, hate speech, etc.
3. The Data Provider holds Europeana Foundation free and harmless of any action, recourse or claims made by any third party due to the non-observance by the Data Provider of its declarations and guarantees written in the above article.

Article 11 Obligations of Europeana Foundation

1. Europeana Foundation must give proper Attribution on Europeana.eu of the Data Provider and/or Aggregator submitting the Metadata and/or the Previews.
2. Europeana Foundation must require that Third Parties exercising the rights granted under Article 4 paragraph 1 above, ensure proper Attribution by keeping all Attribution information intact, when distributing, displaying or making available Metadata, or an adaptation thereof. Where no Attribution information is provided by either Data Provider or Data Aggregator, the default Attribution should be given to the appropriate Europeana.eu URI, to ensure that at a minimal level, the Content and corresponding Metadata on the Data Provider's site can always be found.
3. Europeana Foundation shall collaborate with the Data Provider, upon the latter's request, for the correction, update and removal of the Data provided by the Data Provider. Moreover, any feedback or additional content provided by Third Parties shall be reported back to the Data Provider.
4. Europeana Foundation agrees to collaborate with the Data Provider in taking, upon the latter's request, all reasonable steps and appropriate measures to stop or prevent any infringement by a third party of the rights of the Data Provider on the Metadata and Previews.
5. In case the agreement is not renewed pursuant to article 12, or is terminated pursuant to article 14 below, it shall be the responsibility of Europeana Foundation to remove the Data from Europeana.eu within a reasonable timeframe from the date of termination of the agreement.
6. Europeana Foundation holds the Data Provider free and harmless of any action, recourse or claims made by any third party due to the non-observance of Europeana Foundation's obligations under this agreement.

Article 12 Duration of the Contract

The agreement shall end on the 31st December following the date of signature by both parties. The agreement will be renewed automatically for a period of one year every 1st January, unless terminated by one of the parties. Written notice is required at least three months before the end of a calendar year.

Article 13 Modification of Agreement

This agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this agreement shall be binding unless it is in writing and signed by the parties. Any modification proposed by Europeana Foundation must be notified to the Data Provider who then has two months

from the date of reception of the notice to accept or reject the new agreement. If the modifications are not accepted in writing within this period by the Data Provider, the modifications are presumed rejected.

Article 14 Termination

1. The rights granted by the Data Provider to the Europeana Foundation end when this agreement is terminated or no longer renewed.
2. Either party may terminate this Agreement at any time on the material breach or repeated other breaches by the other of any obligation on its part under this Agreement by serving a written notice on the other identifying the nature of the breach. The termination will become effective thirty (30) days after receipt of the written notice unless during the relevant period of thirty (30) days the defaulting party remedies the breach.
3. This Agreement may be terminated by either party on written notice if the other party becomes insolvent or bankrupt, if the Data Provider's project ends or if the Data Provider withdraws or ceases operations. The termination will become effective thirty (30) days after receipt of the written notice.
4. Termination of this agreement does not affect any prior valid agreement made by Europeana Foundation with Third Parties.
5. Termination of this agreement puts an end to any action, recourse or claim that the parties may have entertained against each other pursuant to this agreement.

Article 15 Miscellaneous

1. Severability

If any term of this agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

2. Mandatory national law

Nothing in this agreement shall be deemed to require the Data Provider to breach any mandatory statutory law under which the Data Provider is operating.

3. Language

This agreement is drawn up in English, which language shall govern all documents, notices, meetings, arbitral proceedings and processes relative thereto.

4. Applicable law

This agreement shall be construed in accordance with and governed by the laws of the Netherlands.

5. Settlement of disputes

All disputes arising out of or in connection with this agreement, which cannot be solved amicably, shall be referred to mediation. The outcome of the mediation process will be binding on the parties.

The place of mediation shall be The Hague if not otherwise agreed by the conflicting parties.

Nothing in this agreement shall limit the Data Provider's right to seek injunctive relief in any applicable competent court of law. The commencement of mediation will not prevent the concerned Data Provider from commencing or continuing court proceedings.

Article 16 Final clause

This Agreement enters into force as of the date of signature of the parties.

Signed by both parties:

Date:

Data Provider:

Date: 6 April 2010

Europeana Foundation:

A handwritten signature in black ink, appearing to read "Olaf Cuvillier". The signature is written in a cursive style with a large initial "O".
