

**Feasibility report on  
developing and negotiating a licence agreement  
between collecting societies and cultural organisations for  
the digitisation and delivery of cultural heritage materials  
for educational benefit**

**Prepared for Resource: the Council for Museums, Libraries and Archives**

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**1. Background**

- 1.1 While considerable amounts of funding have been made available recently for the digitisation of cultural materials for dissemination on-line (for example the New Opportunities Fund NOF-digitise Programme for the People's Network and, latterly, Culture Online), much less work has been done on facilitating the process – or even analysing the feasibility – of clearing rights to use digitised materials by means of umbrella licensing schemes. Such schemes exist in a number of other sectors and industries, and enable specified uses of copyright works to be made on agreed terms. This avoids the investment of time and other resources in one-off negotiation of licences.
- 1.2 The delivery of cultural materials in digital form almost always involves securing copyright permissions. While many historic cultural materials may be out of copyright this will not be the case with:
- (i) literary, dramatic, musical and artistic works whose creator died less than 70 years ago (so many such works are still in copyright even if created during the last 120 years or more);
  - (ii) most unpublished works the copyright in which (with a few exceptions such as unpublished artistic works) may last until 2039 even though their authors may have died well over 70 years ago<sup>1</sup>.
- 1.3 Many digitisation projects include works that are in copyright, often in large quantities numbering thousands of works<sup>2</sup>. Permission is required from the copyright owner both to digitise these works and to make them available to users. The creation of a digitisation involves the making of a copy. Making the digitised copies available may involve distribution of copies, authorising users to make copies (when they download them on their terminals) or, once the Information Society Directive<sup>3</sup> is implemented, communicating them to the public.
- 1.4 At present there is no mechanism allowing museums, archives and libraries to obtain clearances for large numbers of works to allow their digitisation and inclusion in educational products and services. The copyright in each work has to be cleared individually, a laborious and time-consuming process. Equally, the terms on which funding is provided sometimes prohibit expenditure of the grant on any licence fees or copyright clearance costs

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<sup>1</sup> See paragraph 12 of Schedule 1 to the Copyright, Designs and Patents Act 1988 (as amended) (“CDPA”).

<sup>2</sup> An example is ‘Port Cities’, a NOF-funded project of the National Maritime Museum: <http://www.portcities.org.uk/>.

<sup>3</sup> EC Directive 2001/29/EC.

of any nature<sup>4</sup> – the NOF allowed time to be spent contacting rights-owners, but not on paying for rights.

- 1.5 The result of this is that either works are not included, thus impoverishing the product or service, or they are included, but with many works unlicensed (ie where the copyright owner cannot be identified – on the basis, perhaps, that a sum is set aside for a period to meet claims).
- 1.6 This is not to say that digitising and making works available on-line has yet become as ubiquitous as photocopying – it was the recognition that photocopying was so widespread and impossible to control that drove the establishment of the Copyright Licensing Agency (CLA) in 1983 by the Authors’ Licensing and Collecting Society (ALCS) and the Publishers Licensing Society (PLS). However, with the rapid dissemination of cheaper scanning technologies and the increasing use of ‘born digital’ material, it is clear that a similar realisation is dawning on the part of collecting societies. Indeed, there are clear signs that collecting societies are beginning to embrace the evolution of technology and the associated enhancements in copyright user expectations by seeking to develop appropriate licensing solutions.
- 1.7 Copyright law provides almost no defences that would allow copyright works to be digitised and used in this way without a licence. One of the major difficulties for museums, libraries or archives when seeking clearance in relation to large numbers of old materials is the absence of any central register identifying copyright owners. Copyright law allows reproduction of works where “it is not possible by reasonable inquiry to ascertain the identity of the author”<sup>5</sup>, but only where it is reasonable to assume that copyright has expired or that the author died more than 70 years ago. Despite lobbying, and indeed the inclusion in the Information Society Directive of a number of non-mandatory exceptions<sup>6</sup>, these will not be implemented in the UK, at least initially<sup>7</sup>. Even if they were implemented they would not allow museums, libraries or archives to digitise works and make them available to the public as required for the purposes of the projects referred to above.
- 1.8 There is therefore an obvious opportunity for a licensing scheme that would meet the needs of institutions that do not otherwise have the resources to fund large-scale clearance exercises and would at least permit certain basic uses of works for the purposes of digitisation projects.
- 1.9 A distinction can be currently made between the digitisation of non-digital materials and the utilisation of ‘born digital’ materials, but this distinction is likely to become increasingly irrelevant, especially as museums, archives and libraries begin to accumulate holdings of born digital materials as part of their collections.
- 1.10 This report investigates the feasibility of developing a licensing scheme covering educational use of cultural products on-line, as well as precursor and ancillary acts such as digitisation and storing and displaying digital copies on the intranets of cultural institutions

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<sup>4</sup> As provided by the NOF funding terms for the NOF Digitisation Programme.

<sup>5</sup> Section 57 CDPA.

<sup>6</sup> See Articles 5(2)(c) and 5(3)(a),(j) and (n) of the Directive.

<sup>7</sup> See the Copyright and Related Rights Regulations 2003 (SI 2003/2498).

and the long-term preservation of digital copies. Long-term preservation is a key issue where the original material is extremely fragile, for example books made from extremely acidic paper and films shot on nitrate stock.

- 1.11 Because the scope of the area is potentially very large, this report focuses in particular on a licence for museums, libraries and archives (the potential licence holders) to create, store and make available digital representations of objects in their collections. These could be paintings, photographs, engravings, posters, industrially designed objects, pieces of text, playing cards, toys - indeed anything that is an object in the collection, and not secondary representations contained in other published sources). The type of project for which the licence would be especially useful would be a multi-party online educational project of the kind funded by Culture Online, Curriculum Online and NOF-digitise, where thousands of objects in collections would be digitised for educational use, ie deployment on websites and related electronic media for access by school children and lifelong learners.

## **2. Blanket licence versus standard document**

- 2.1 Because a licensing scheme is the preferred outcome, this report makes no detailed examination of the alternatives. The principal alternatives are:

- (i) A commercial insurance scheme. In theory, a policy could be purchased on the commercial market. However this has its drawbacks. Unlike a licensing scheme, it would not amount to a licence, so would not remove the need to invest resources in taking all reasonable steps to identify copyright owners and secure permissions. Some museums, archives or libraries may not have the power to obtain commercial insurance in any event.
- (ii) A model licence, similar for example to the Model Licence for Material Supplied in Electronic Form published by The Publishers Association and Joint Information Systems Committee<sup>8</sup>. This would provide a set of terms that would form the framework for any licences that needed to be obtained from copyright holders. However, it would not actually provide the permission, which would still need to be negotiated. Nor would it set any licence fee, which would also have to be agreed.

- 2.2 Nevertheless, as the example of the PA/JISC Model Licence shows, a model agreement can serve as a stepping stone towards a licensing scheme, or even as an element within a hybrid scheme (ie a licensing scheme which offers licences on model terms subject to clearance). The PA/JISC Model Licence has been used in this way (see 3.4 below). This can happen because the model agreement helps to create a consensus and shared terminology which can then be the basis for discussion of an umbrella or model licence under a licensing scheme.

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<sup>8</sup> Published 1999. See [http://www.jisc.ac.uk/index.cfm?name=wg\\_standardlicensing\\_report](http://www.jisc.ac.uk/index.cfm?name=wg_standardlicensing_report).

### 3. Licensing Schemes

- 3.1 Licensing schemes are regulated under the Copyright, Designs and Patents Act 1988<sup>9</sup>. They are administered by collecting societies.
- 3.2 Licensing schemes cover classes of use of copyright works and therefore avoid the need for one-off clearance (or 'primary licensing'): provided that the user has a paid-up licence under a licensing scheme, then all uses covered by the licence are permitted (ie 'secondary licensing'), subject to the terms of the licence.
- 3.3 Copyright legislation does not give anyone the right to demand or require that a licensing scheme be set up. Although licensing bodies may be approached by users with proposals for a licensing scheme, it is for the licensing bodies to decide whether to set up a licensing scheme.<sup>10</sup>
- 3.4 There are many examples of licensing schemes but perhaps those most pertinent to this report are the licences recently developed by the CLA for the higher and further education sectors. These permit the digitisation of literary and artistic works, and the utilisation of the digitized works on educational networks.
- 3.5 For example, the CLA's Higher Education Digitisation Licence<sup>11</sup>, which derives in part from the PA/JISC model licence (see 2.1(ii) above), permits:
  - (i) digitisation of licensed material; and
  - (ii) making the digital copies available to authorised users (ie university lecturers and researchers, library staff and enrolled students).

The CLA is also shortly about to launch a more developed licence for the further education sector, negotiated with the Association of Colleges.

- 3.6 In both cases the CLA acts as agent for its members, the Publishers' Association and the Authors Licensing and Collecting Society, as well as for the Design and Artists Copyright Society (DACS). This means that the licences allow the digitisation and use of more than just literary works, but also (subject to the limitations of the licence) artistic works contained within such publications.
- 3.7 The CLA's HE Digitisation Licensing Scheme is transaction-based rather than a true blanket licence, and so ought to be characterised as a hybrid scheme. Permission to digitise still needs to be obtained through CLARCS (the CLA's Rapid Clearance Service). Permission, once granted, is on the terms of the licence. The scheme therefore retains elements of primary licensing, while the licence resembles a model licence, albeit one issued by the CLA. While this does not achieve all the desired objectives of a licensing scheme in terms

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<sup>9</sup> Sections 116 to 147 CDPA 1988 (as amended).

<sup>10</sup> Although under section 140 CDPA 1988 (as amended) the Secretary of State has power to appoint a person to inquire into the question whether a new licensing scheme or general licence is required to authorise copying of works by or on behalf of educational establishments. Museums, archives and libraries fall outside the definition of educational establishments.

<sup>11</sup> See [http://www.cla.co.uk/have\\_licence/he/he\\_digitisation.html](http://www.cla.co.uk/have_licence/he/he_digitisation.html).

of automatic clearance for a defined category of use, it can perhaps be seen as a compromise where rightholders wish to retain some veto over specific applications (via the CLARCS mechanism).

- 3.8 It is worth noting that any digitisation currently permitted under the terms of CLA licences is strictly limited, and does not grant the licence holder the right to store in a systematic way any digital copies created such that they may be used as a quasi-permanent resource which would in all other circumstances necessitate purchases of additional instances of original materials, or the acquisition of a primary licence for a specific use.
- 3.9 It should also be noted that in respect of artistic works DACS provides a transactional copyright licensing service for primary uses (including internet uses) on behalf of its members, and a collective licensing service for users on behalf of the entire visual arts repertoire. DACS has appointed the CLA to act as its agent in respect of photocopying (and associated scanning permitted under CLA licences). In considering the possible digital reproduction of artistic works in particular, due notice should be taken of the source medium in which they would potentially be available under any extension to a CLA licence, i.e. an existing reproduction of an artistic work in a book or magazine.
- 3.10 Leaving aside whether such a route offers the right balance between the quality of reproduction desired by a potential licence holder and the rights of the visual creator to control reproduction quality, the inherent limitations of the source material available under a CLA-based arrangement suggest that a ‘one stop’ blanket licensing solution is unlikely to answer the needs described in section 1 above. This does not mean, however, that a form of collective licensing of artistic works may not be available. While DACS licenses the artistic works it represents for online uses on a transactional basis, in the case of one major UK cultural organisation, it has evolved a licence which, while ultimately transactional in nature, nevertheless has a collective flavour by providing the licence holder with a blanket permission to create digital copies for display on its publicly accessible website and its own intranet system, without the requirement to seek individual clearance for each artistic work thus digitised. This suggests that discussions with the CLA and DACS may follow a twin-track process resulting in convergent solutions rather than a single licence.
- 3.11 It should also be noted that the CLA does not represent all literary works. Some are excluded, for example newspapers, copying of which is licensed by the Newspaper Licensing Agency (NLA). At present the NLA is not mandated by its members to license the making of digital copies of newspaper extracts.

#### **4. Factors affecting negotiation of a blanket licence**

##### **4.1 Is a blanket approach appropriate?**

A number of factors influence the development of a licensing scheme. The most important of these is the susceptibility of the proposed uses of copyright works to a blanket approach. So where the possible range of uses is wide and variable, copyright holders are likely to prefer one-off licensing to an umbrella scheme. In the case of the digitisation of cultural materials by museums, libraries and archives for delivery via educational networks,

however, a uniform set of uses can be defined, even though negotiation over their scope would be necessary.

#### 4.2 Economics of managing a scheme

Whether a blanket approach is appropriate will to a large extent be a function of the economics of managing the scheme. There are two sides to this coin:

- (i) the cost *to the collecting society* of running the scheme, and whether this can be recovered from licensees at a price that is not prohibitive, but which also allows a fair return to the collecting society's members<sup>12</sup>;
- (ii) the cost *to the users* of paying for the scheme (in the form of licence fees) and, in particular, whether this compares sufficiently favourably with the cost of research and clearance, as undertaken by the institution alone, to be an incentive to users to take up the scheme.

4.3 Clearly the ability of both sides to reach a consensus on a fair pricing structure will be critical. The fact that materials may need to be accessible 'free at the point of use' does not mean that right holders will be prepared to waive licence fees, although they may well be prepared to discuss a reduced level of fees, taking into account the educational purposes of the resources in question, and provided that a satisfactory definition of excluded commercial uses can be agreed.

#### 4.4 A single representative negotiating body

The existence of a single negotiating body representing all potential users of a scheme (often a trade association or representative membership body) is undoubtedly very important. In the museum, archive and library sectors, there is a wide range of bodies that could claim some authority to negotiate but, arguably, no single body is sufficiently representative of all the sectors with the exception of Resource: the Council for Museums, Libraries and Archives. However, while Resource might consider negotiation of a licensing scheme as coming within its remit, it would need to rely on expert input from the Libraries and Archives Copyright Alliance (LACA) and the Museums Copyright Group (MCG), and would need to ensure that it spoke for all the relevant sector bodies. The preferred solution would probably be to form a negotiating committee which could obtain express authorisation from all relevant stakeholders. A list of such stakeholders appears in the Appendix.

#### 4.5 Digital considerations

The development of any licensing scheme concerned with digitisation and the use of digital works will also need to address a range of other factors specific to the digital domain:

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<sup>12</sup> In this regard, note the Copyright Tribunal's observations on the CLA's administrative costs in the Copyright Tribunal decisions CT 71/00, CT 72/00, CT 73/00, CT 74/00 and CT 75/01 in Universities UK (formerly the Committee of Vice Chancellors and Principals) -v- The Copyright Licensing Agency (Intervenors: Design and Artists Copyright Society).

- (i) Rightholder attitudes are still wary, notably among artists and those representing them, because of the ease of manipulation of works once they are digitised. The protection of moral rights may therefore influence the discussion. While museums, libraries and archives would not wish to adapt artistic works in any way that infringed moral rights<sup>13</sup>, there are some forms of manipulation that are educationally justifiable and desirable (eg captioning, magnification of detailed portions of works, illustrations of the process of creation). This should be reflected in the licence if possible, though if a consensus could not be agreed with rightholders, such adaptations could be dealt with by means of primary licensing. Discussion of these issues might be facilitated by a willingness on the part of users to accept rightholder opt-outs. An example is the discussion in the CLA's research paper on E-Licensing for FE and Schools, where it was originally envisaged that rightholders would be entitled to opt out of any provision permitting the deconstruction of text or manipulation of images<sup>14</sup>. Equally, in the same discussion, it is made clear that users need to explain clearly why they wish to manipulate works if they are to dispel rightholder concerns.
- (ii) It is clear that some copyright owners (or the licensing agencies representing them) have been reluctant so far to permit the dissemination of works to the general public via the Internet, largely because of concerns that this would lead to a loss of control. Schemes have therefore, hitherto, made use on secure networks a condition of the licence<sup>15</sup>. In a (relatively) controlled context such as higher education, where a virtual learning environment (VLE) can only be accessed by students or faculty and the VLE is password-protected, this has not been an issue, but in entirely open environments it would be. However, it should also be noted that other copyright owners have seen the ability to make low-resolution copies of their material freely available as a method of marketing their archives, in turn generating an increased revenue stream.
- (iii) By the same token, the degree of control that can be exercised over off-site uses of works has been a factor. In an educational context (and doubtless in others), this is related to point (ii), since access to a secure network by accredited students even if from a remote location is permitted under the CLA's HE Digitisation Licence. However, the ERA (Educational Recording Agency) licence for recording broadcasts does not include off-campus access, although the academic community is seeking its extension to secure password-protected environments such as VLEs.
- (iv) The requirement for secure networks and access control is related to concerns about the use of copy protection and rights management technologies. Though it seems that the use of these technologies has not yet been imposed as conditions of licences, this would undoubtedly change if there were pressure to allow use of works on open networks (ie without the protection of access controls). Whether this would be realistic would depend on whether suitable and cost-effective copy protection and

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<sup>13</sup> Notably the moral right to object to a derogatory treatment, ie a distortion or mutilation that is prejudicial to the honour or reputation of the author – section 80 CDPA.

<sup>14</sup> See [http://www.cla.co.uk/have\\_licence/support/E-licensing%20Needs.pdf](http://www.cla.co.uk/have_licence/support/E-licensing%20Needs.pdf). In the end, however, after consultations with rights holders, this was found by the CLA to be unworkable and so the existing FE licences do not permit manipulation.

<sup>15</sup> See paragraph 4.5, Schedule 2 of the CLA's HE Digitisation Licence.



rights management technologies were generally available. There have been a number of developments in this direction, notably in the field of persistent digital identifiers to identify, track and manage pieces of intellectual property in the digital environment. An example of this is the Digital Object Identifier system developed and promoted by the International DOI Foundation<sup>16</sup>. Even if such technologies become widespread, however, rightholders might still prove difficult to persuade.

#### 4.6 Efficiency of scheme

A licensing scheme is only likely to be attractive if, in addition to being realistically priced, it would offer clearance within timeframes that were not significantly longer than those endured currently by institutions managing the process themselves.

Another aspect of efficiency, from the perspective of large digitization projects, is the number of separate licences that need to be obtained. There is certainly demand in the digital user community for convergent solutions that minimize transaction costs, and this has driven collecting societies to offer schemes covering more than one category of work. An example of this is the HE Digitisation Licensing Scheme referred to above.

#### 4.7 Defining Commercial Use

The licensing scheme proposed in this paper is concerned with various non-commercial uses, associated with the core mission of museums, libraries and archives. Many of these are educational uses. It will be critical to the success of negotiations with the collecting societies that a mutually satisfactory definition of excluded commercial uses is agreed.

#### 4.8 Distribution Key

The collecting societies will need to work out a formula for calculating how the licensing income received under the scheme should be distributed among their members. The credibility of a licensing scheme, and indeed of the collecting society that administers it, is bound up with the ability of the collecting society to distribute income fairly, and this will, in part, be a factor of the quality of the information by licensees. In general, museums, libraries and archives are likely to be good at collecting the information required. Some of this information will have been collected anyway as part of good practice in cataloguing and collections management. However, there will be more challenging cases – for example large collections of old photographs where detailed information will be very hard to gather. Here, the scheme may need to rely on simpler breakdowns of the categories of work digitised and reproduced in electronic form.

### 5. **Skeleton licence terms**

5.1 A licence, including one offered under a licensing scheme, would typically contain some or all of the following provisions, not necessarily in the following order:

- (i) Parties

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<sup>16</sup> See <http://www.doi.org>.

- (ii) Recitals (setting the background in terms of each party's standing)
- (iii) Definitions
- (iv) Grant of rights
- (v) Scope of rights granted and applicable restrictions
- (vi) Protection of copyright (whether by the licensee or the licensor)
- (vii) Warranties from the licensor as to entitlement or, in the case of a licensing society, an indemnity against third party claims affecting any use by the licensee in accordance with the terms of the licence
- (viii) Licence fees and payment
- (ix) Non-transferability of the rights granted
- (x) Term and termination
- (xi) Confidentiality
- (xii) Dispute resolution, often alternative dispute resolution ("ADR") or, where appropriate, by reference to the Copyright Tribunal
- (xiii) Governing law
- (xiv) Notices

For the purposes of this analysis, the report will consider (iv) and, to a lesser extent, (v).

## 5.2 Rights granted

- 5.2.1 Draft clauses granting specific rights, and setting certain restrictions, that could form the core of a licence under a licensing scheme for museums, archives and libraries, appear below in section 5.2.4. Some rights relate specifically to the use of digitised materials on-line while others relate to other [non-commercial] activities of such institutions which involve digitisation, or the use of digitised materials.
- 5.2.2 Depending on the outcome of further discussions with the CLA and DACS these clauses may need to be refined and differentiated versions produced reflecting the different types of works represented (ie published works in the case of the CLA and original artistic works in the case of DACS).
- 5.2.3 Rightholders or licensing agencies may wish to be satisfied that licensees fall within a defined class of institution. However, while certain "prescribed" libraries and archives are

recognised for the purposes of copyright legislation<sup>17</sup>, there is no definition of museum or gallery for copyright purposes. One therefore has to be created for these purposes. The definition that follows below mirrors the equivalent definition of “prescribed” library under current copyright law, while including institutions that have registered status under the Museum Registration Scheme administered by Resource.

#### 5.2.4 Draft clauses:

##### [A] Definitions:

“Authorised User” means members of the curatorial, library, teaching, research, academic or other equivalent staff of the Licensed Institution, Educational Users and members of the public who have subscribed to the Secure Network;

“Authorised Visitor” means a member of the public on the premises of the Licensed Institution;

“Commercial Use” means use for the purposes of monetary reward (whether by the Licensed Institution, a trading arm of the Licensed Institution or an Authorised User) by means of the sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Material to any person other than an Authorised User or an Authorised Visitor upon the terms of this licence;

“Educational User” means a teacher or pupil at a school within the meaning of section 174 of the Copyright, Designs and Patents Act 1988, or a member of the academic, library, teaching or research staff or an enrolled student at a description of educational establishment specified under that section in the Copyright (Educational Establishments) (No.2) Order 1989,

“Excluded Material” means any literary and artistic works not licensed by [The Copyright Licensing Agency Limited or Design and Artists Copyright Society];

“Licensed Institution” means a Public Museum and a library or archive that is a prescribed library or archive for the purposes of regulations made from time to time under the Copyright, Designs and Patents Act 1988 (as amended);

“Licensed Material” means any literary, dramatic or artistic work in which copyright subsists and which is a properly accessioned object in the collection of the Licensed Institution excepting the Excluded Material;

“Low Resolution Copies” means copies of the master digital copy which (so far as any copies of artistic works are concerned) are 72 dpi at a maximum dimension of 300 pixels;

“Public Museum” means:

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<sup>17</sup> Section 37 CDPA and The Copyright (Librarians and Archivists) (Copying of Copyright Material) Regulations 1989 (SI 1989/1212).

1. any of the national museums in England, Wales, Scotland and Northern Ireland;
2. the Historic Buildings and Monuments Commission for England, Cadw: Welsh Historic Monuments Executive Agency and Historic Scotland;
3. any museum or gallery of a school within the meaning of section 174 of the Copyright, Designs and Patents Act 1988 and any museum or gallery of a description of educational establishment specified under that section in the Copyright (Educational Establishments) (No.2) Order 1989;
4. any museum or gallery administered as part of a government department, including a Northern Ireland department, or any museum or gallery conducted for or administered by an agency which is administered by a Minister of the Crown;
5. any museum or gallery administered by:
  - (a) in England and Wales, a local authority within the meaning of the Local Government Act 1972, the Common Council of the City of London or the Council of the Isles of Scilly;
  - (b) in Scotland, a local authority within the meaning of the Local Government (Scotland) Act 1973;
  - (c) in Northern Ireland, a district council established under the Local Government Act (Northern Ireland) 1972;
6. any other museum having registered status under the Museum Registration Scheme administered by Resource: the Council for Museums, Archives and Libraries;
7. any other museum or gallery conducted for the purpose of promoting the public's enjoyment, and advance their knowledge, of any special domain or domains represented by the collection of the museum or gallery, or administered by any establishment or organisation which is conducted wholly or mainly for such a purpose, and which is not conducted solely on a commercial basis;

“Secure Network” means a network which is only accessible to those Authorised Users who are approved by the Licensed Institution for access to the Secure Network, and (save in the case of Authorised Visitors) whose identity is authenticated at the time of login (and periodically thereafter) in a manner consistent with current best practice.

[X] The Licensed Institution is permitted to:

- [X].1 create master digital copies of the Licensed Material, and of any other copies technically necessary for such a process;
- [X].2 make back-up and archival copies and store these copies on a server or on off-line carriers (eg CD-ROM) under the control of the Licensed Institution;
- [X].3 make available copies of the master digital copy via a Secure Network to Authorised Users who are:
  - (a) employees of the Licensed Institution;
  - (b) Authorised Visitors;
  - (c) Educational Users;
- [X].4 make available Low Resolution Copies [via a Secure Network] to Authorised Users as part of an educational resource;
- [X].5 make Low Resolution Copies for the purpose of delivering lectures and for inclusion in digital presentations (eg PowerPoint slides) and displaying or projecting the same [*on one projector*] in the course of delivering the lectures;
- [X].6 in respect of the digital copy made available to them under [X].3, permit Authorised Users:
  - (a) to search, view, retrieve and display the digital copy;
  - (b) electronically save the digital copy for personal use;
  - (c) print off single copies of the digital copyprovided that any copyright statements etc are displayed, saved or printed as the case may be;
- [X].7 in respect of the Low Resolution Copies made under [X].4, permit Authorised Users:
  - (a) to search, view, retrieve and display the digital copy;
  - (b) electronically save the digital copy for personal use;
  - (c) print off single copies of the digital copyprovided that any copyright statements etc are displayed, saved or printed as the case may be;
- [X].8 in respect of Low Resolution Copies made under [X].5, permit Authorised Users:

- (a) to search, view, retrieve and display the Low Resolution Copies ;
- (b) electronically save the Low Resolution Copies for personal use;
- (c) print off copies of the Low Resolution Copies to give to recipients of the lectures or presentations

provided that any copyright statements etc are displayed, saved or printed as the case may be.

[Y] The rights granted under clause [X] are subject to the following restrictions:

- [Y].1 save where otherwise provided in this Agreement, the Licensed Institution may not make the Licensed Material available in electronic form except via a Secure Network;
- [Y].2 the Licensed Institution shall not make any Commercial Use of the Licensed Material or permit any person to make Commercial Use of the Licensed Material without all proper consents and licences having been obtained
- [Y].3 the licences granted under this Agreement may not be assigned, transferred or sub-licensed by the Licensed Institution.

## **APPENDIX**

Resource: The Council for Museums, Archives and Libraries

The National Museum Directors Conference (NMDC)

The Association of Independent Museums (AIM)

The Museums Association

The Chartered Institute of Library and Information Professionals (CILIP)

The Art Libraries Society (ARLIS)

Society of College, National and University Libraries (SCONUL)

The National Council on Archives

The Society of Archivists

Nominations from the Devolved Administrations