

# Metadata Exchange Agreement

The signatories have agreed to the following:

## Definitions

Archives Portal Europe (APE): a gateway to archives from and about Europe.

APEF, in full: Stichting Archives Portal Europe Foundation, an international non-profit organisation with a bureau in the municipality of The Hague, established by a Deed of incorporation passed in The Hague on 27 October 2014. In October 2015, at the end of the APEx (Archives Portal Europe network of excellence) project, APEF took over all responsibilities and rights from the APEx project and their predecessor, the APEnet (Archives Portal Europe network) project. The main aim of the foundation is to keep the Archives Portal Europe operational and up to date, thus guaranteeing the sustainability of its technical infrastructure, needed to aggregate the metadata of the participating institutions and deliver that to end-users throughout the world.

Assembly of Associates of APEF: the body of the foundation charged with overseeing the policy and the general course of affairs in the foundation, as meant in article 17 of the Deed of incorporation of APEF.

Associate of APEF: an entity that qualifies as an archival (research) institution located in Europe or with collections on European history or themes concerning Europe in the broadest sense, and has been admitted as such by the board of the foundation following the prior approval of the assembly of associates, as meant in article 21 of the Deed of incorporation of APEF.

Authorised third person or party: forthwith referred to as authorised person; acting as a representative or on behalf of the content provider. The content provider mandates/permits the authorised person to act on their behalf regarding the registration to the dashboard as well as the use of the dashboard according to Article 1.2 below. The mandate needs to be done in writing (signatures for this agreement) and per case, leaving all rights as in Article 1 to the authorised person. Despite the mandate, the content provider retains the sole rights to make decisions at all times.

Content provider: an entity making available to the Archives Portal Europe the metadata of their holdings, without an obligation to pay a contribution, as meant in article 22 of the Deed of incorporation of APEF.

Metadata Exchange Agreement: forthwith referred to as the agreement.

Country Manager: the national contact point: a representative of an archival or administrative institution responsible for the coordination of the content providers of the Archives Portal Europe in one of its associated countries. In case no Country Manager has been appointed yet for a certain country, APEF functions as a contact point for the institutions of this country.

CC BY-SA, in full: Creative Commons Attribution-ShareAlike 4.0 International, the base licence applied to all metadata published via the Archives Portal Europe and its services following version 4.0 of the licence as published here: <https://creativecommons.org/licenses/by-sa/4.0/>. This licence will be applied by default to all content created by APEF, all metadata provided by the content providers, and all content created and provided by end-users, if not stated otherwise. The licence will not be applied to digital objects of any kind unless these are identified as CC BY-SA by the

content providers and end-users themselves. APEF will ensure content providers and end-users have access to tools, manuals and documentation to understand the scope of the base licence and to support them in choosing alternative licences, where applicable. Should a content provider decide to apply an alternative licence via the tools provided, this will confirm that they have opted out of the generally applied licence of CC BY-SA.

**Dashboard:** technical facility offering content providers all functions to manage their metadata online for the Archives Portal Europe. Its main functions are upload, conversion, validation, publication, transfer to Europeana, update and deletion of all metadata or a part of it. Parts of these functions can alternatively be conducted with the standalone tools that are downloadable for offline use.

**Digital object:** a digital representation of archival material. The digital object can also be the original object when born digital. In the context of the Archives Portal Europe, digital objects are made available only in the form of links, which are part of the metadata.

**Metadata:** descriptive information about archival holdings and their context. Within the Archives Portal Europe, metadata takes the form of XML files following international archival standards, e.g. Encoded Archival Description (EAD), Encoded Archival Context - Corporate Bodies, Persons, and Families (EAC-CPF), Encoded Archival Guide (EAG) and Metadata Encoding and Transmission Standard (METS).

## **Preamble**

The Archives Portal Europe was created following an initiative of EBNA (the European Board of National Archivists), the Report on Archives in the enlarged European Union<sup>1</sup>, the resolution on archives in the Member States (OJ 2003/C113/2) by the Council of the European Union, 6 May 2003<sup>2</sup>, and the recommendation from 14 November 2005 of the Council on priority actions to increase cooperation in the field of archives in Europe (OJ 2005/L312/55)<sup>3</sup>.

Its purpose is to enhance cross-border search, investigation in, and publication of archival holdings from and about Europe by offering a joint publication platform for descriptive information as described in the Report on archives in the enlarged European Union.

## **Article 1 Rights and obligations of the content providers**

1. All institutions responsible for archival material from and about Europe can become content providers and use the portal for the publication of information on their holdings and their institutions, once registered by their Country Manager. The Country Manager is registered as such by APEF and grants other institutions within their country access to the dashboard on their request. It is also possible for content providers to delegate a Country Manager or other authorised person within their countries to act on their behalf, provided agreement on this exists between the institutions and the nominated Country Manager or other authorised person, subject to notification to APEF. Any such delegation has to be confirmed at the end of this agreement. Registered content providers obtain access to the dashboard and the tools provided by APEF for the preparation of the metadata.

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<sup>1</sup> See online at <https://ec.europa.eu/transparency/regdoc/rep/1/2005/EN/1-2005-52-EN-F1-2.Pdf> (last accessed on 22 January 2020).

<sup>2</sup> See online at <https://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:C:2003:113:0002:0002:EN:PDF> (last accessed on 22 January 2020).

<sup>3</sup> See online at <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32005H0835&from=EN> (last accessed on 22 January 2020).

2. The registration to the dashboard and the use of the dashboard must be made by an authorised person acting as a representative of or on behalf of the content provider. This person will not transfer the registration information to non-authorised persons or non-authorised third parties.

3. The content provider or authorised person can upload, convert, validate, publish, update, or delete metadata manually (via HTTP and FTP) or automatically (via OAI-PMH) using the dashboard whenever desired. APEF makes this necessary technical interface available through which the content provider has full and immediate control over their own metadata or the metadata that they manage on behalf of other institutions that they represent. The result of the deletion operation will become effective on the web presentation after the delay necessary for processing. Any metadata that the content provider wants to have deleted will not be included in back-up operations and will be completely erased from the servers.

4. By making metadata available via the Archives Portal Europe and its services, the content provider or authorised person agrees to their metadata being published under the terms of the Creative Commons Attribution-ShareAlike (CC BY-SA) 4.0 licence and hereby authorises Archives Portal Europe to do so. The content provider or authorised person hereby allows for their metadata to be copied, redistributed, remixed, tweaked and built upon, including for commercial purposes, as long as the rights holder is attributed in the way described in the licence, and as long as adaptations are licensed under the same terms.

5. The content provider or an authorised person can use the functionality made available by APEF to automatically transfer metadata to specific third parties, such as Europeana. APEF has no responsibility for the metadata delivered to third parties. Content providers wishing to make their metadata available via Europeana will need to sign the special agreements provided for this purpose by Europeana and are recommended to act accordingly with regard to other third parties having separate agreements. The content provider can also stop the process of transferring metadata with the technical functionality made available by APEF. APEF has no responsibility whatsoever for metadata that has already been transferred by the content provider using the dashboard.

6. Metadata transferred to the Archives Portal Europe can be re-used and shared by APEF, without the explicit authorisation of the content provider, according to the terms of the Creative Commons Attribution-ShareAlike (CC BY-SA) 4.0 licence and as long as no alternative licence for the metadata has been specified. APEF has no responsibility for metadata that has been shared and re-used prior to the application of an alternative licence. Each registered content provider is responsible for the legal accessibility of and the rights to re-use the metadata uploaded by themselves to the Archives Portal Europe and optionally transferred to third parties using the technical functionality provided for this in the dashboard.

## **Article 2 Rights and obligations of APEF**

1. APEF will publish and maintain the metadata provided to the Archives Portal Europe under the terms of Creative Commons Attribution-ShareAlike (CC BY-SA) 4.0 licence as long as no alternative licence has been specified by the content provider or authorised person. Furthermore, APEF will adapt the capacity of the servers when necessary to ensure a sufficient level of performance for the end-user.

2. APEF operates the web services and tools of the Archives Portal Europe in accordance with the decisions of its governing bodies.

3. By means of this agreement, APEF is entitled to re-use and share the metadata provided by the content provider or authorised person in accordance with the terms of the Creative Commons Attribution-ShareAlike (CC BY-SA) 4.0 licence, including transfer of the metadata to a third party. This right to use and re-use can be amended by the content provider or authorised person when applying an alternative licence using the tools provided by APEF. APEF guarantees to confirm the rights status

of the metadata at the time of re-use, sharing and potential transfer, to document any transfer of metadata to a third party along with all communications concerning such transfer, and to notify the content provider or authorised person accordingly. Digital objects are explicitly not covered by the CC BY-SA premise of this agreement.

4. When APEF publishes, shares or transfers metadata, it will give attribution to the content provider or authorised person through the appropriate metadata fields specified in the Archives Portal Europe's documentation. In the event that APEF publishes a translation or transcription based on metadata provided by the content provider or authorised person, they will identify the translation or transcription as such. A link to the Archives Portal Europe Metadata Usage Guidelines will accompany any metadata published, shared or transferred by APEF, explaining the conditions of re-use under the terms of the Creative Commons Attribution-ShareAlike (CC BY-SA) 4.0 licence.

5. APEF guarantees that any conversion of metadata performed in the dashboard conforms to the published rules and manuals. APEF furthermore guarantees that the preview functionalities offered in the dashboard to evaluate how the metadata will be presented in the Archives Portal Europe accurately reflect the final display.

6. APEF guarantees access to the dashboard for the country managers, the registered content providers or authorised persons. APEF will not manage or delete any metadata unless asked to do so by a country manager, registered content provider, or authorised person.

### **Article 3 Termination of this agreement**

Termination of this agreement shall be provided in writing. It shall take effect on the date agreed by the parties.

### **Article 4 Modification of this agreement**

This agreement may be amended only by approval by the Assembly of Associates of APEF. No amendment of this agreement shall be binding unless it is in writing.

### **Article 5 Termination of rights**

The rights granted both by the content provider to APEF and vice versa end when either party terminates this agreement. Termination of this agreement will also end metadata transfer made by APEF to third parties.

### **Article 6 Applicable law and jurisdiction**

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

2. 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. The mediation process will be governed by Dutch law.

3. APEF reserves their rights to take necessary mediating actions in case disputes arise between content providers e.g. due to unauthorised and/or controversial material being published or privacy regulations (in other countries) being violated. There will be a negotiation process started in such cases in which APEF will advise the content providers.

4. In case of user complaints APEF will refer them to the content provider concerned.

### **Article 7 Final clause**

This agreement shall enter into force on the day of its signature by the parties.

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**Signatures:**

On behalf of APEF, the President of the Governing Board

Name: .....

Date / Place: .....

Signature: .....

On behalf of the content provider

Name of institution:.....

Address: .....

Name of signatory: .....

Date / Place: .....

Signature: .....

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If the content provider wishes to apply an alternative licence, this will be managed within the dashboard.

The content provider wants to delegate the obligations/rights specified in the present agreement (article 1) to a third party:

yes                       no

**If yes:**

Name of third party: .....

Address of third party: .....

Name of signatory: .....

Date / Place: .....

Signature: .....

# Metadata Exchange Agreement - Annex

As stated in Art. 1.4 of the Metadata Exchange Agreement, the content provider or authorised person - by making their metadata available via the Archives Portal Europe - agrees to their metadata being published under the terms of the Creative Commons Attribution-ShareAlike (CC BY-SA) 4.0 licence and hereby authorises Archives Portal Europe to do so. See the [CC BY-SA 4.0 licence deed](#) and the [legal code](#) for all details.

## The licence

CC BY-SA, Creative Commons Attribution-ShareAlike, is one of Creative Commons' free licences, which essentially categorise the licenced object, i.e. in the context of Archives Portal Europe the metadata, as "free cultural work".

This means, anyone is:

- Free to use the work itself; among other use cases, this includes for example downloading a PDF version of a finding aid;
- Free to use the information contained in the work; among other use cases, this includes for example using one paragraph of a finding aid's scope and content or biographical note as part and basis for your own research;
- Free to share copies of the work for any purpose; among other use cases, this includes for example distributing the downloaded PDF version of a finding aid to your students and using it as a research tool for a class you are teaching;
- Free to make and share remixes and other derivatives for any purpose; among other use cases, this includes for example a registered user on Archives Portal Europe who creates her/his own collection of components from various finding aids provided by various institutions and publishes that collection on her/his own website.

While CC BY-SA allows all of the above, it does require a user to:

- Give appropriate credit, provide a link to the license, and indicate if changes were made, while making it clear that this does not mean the copyright holder endorses the user or the specific use case in any way;
- Distribute their contributions under the same licence as the original in case the user remixes, transforms or builds on the original material in any way.

## Archives Portal Europe Metadata Usage Guidelines

All metadata published via Archives Portal Europe are available under the terms of the [Creative Commons Attribution-ShareAlike \(CC BY-SA\) 4.0 licence](#), if not stated otherwise. These usage guidelines aim to provide you with additional guidance with regard to what to keep in mind when you use metadata from Archives Portal Europe.

### Give credit where credit is due.

- Give attribution to the content provider, i.e. the institution holding the archival material and providing its description, and - where possible - all aggregators, including Archives Portal

Europe. Aggregators perform a crucial task in collecting, storing and harmonising metadata so that it is more widely accessible and interoperable.

- Make sure that others are aware of the rights status of the Archives Portal Europe metadata and are aware of these guidelines. One way you can do this is to keep links to the CC BY-SA licence and to these guidelines intact.
- If, for technical or other reasons, you cannot include all the appropriate links and rights information alongside the metadata that you have used, you should consider including them separately, for example in a separate document that is distributed with the metadata or dataset.
- If, for technical or other reasons, you cannot include all the appropriate links and rights information alongside the metadata that you have used, you may consider linking only to the specific metadata source on Archives Portal Europe, where all available sources and rights information can be found.

**Metadata is dynamic; consider using the metadata via the Archives Portal Europe API or by linking.**

- When working with metadata obtained via Archives Portal Europe, please be aware that it is not static but subject to change. Archives Portal Europe continuously updates its metadata to correct mistakes and include new and additional information. Therefore, the best way to use metadata published by Archives Portal Europe is via the Archives Portal Europe API or by linking to the specific data on Archives Portal Europe or directly on the content provider's website. If, for technical or other reasons, you cannot do this, then provide a link back to the source of the data on Archives Portal Europe or implement an update mechanism.

**Provided the licence applied to the metadata allows modifications, please mention your modifications of the metadata and make your modified metadata available under the same terms.**

- Please do not use the metadata in a way that suggests you have any official status or that the content provider, aggregator or Archives Portal Europe endorse you or your use of the metadata, unless you have prior permission to do so.
- Please do not mislead others or misrepresent the metadata or its sources.
- Please make the metadata and any improvements thereto freely available under the same terms as Archives Portal Europe.

**Please note that you use the metadata at your own risk.**

- Archives Portal Europe offers the metadata as-is and makes no representations or warranties of any kind concerning any metadata published via Archives Portal Europe.
- Any use of the metadata must conform to all applicable laws and other regulations in your jurisdiction, notably concerning (but not limited to) data protection, defamation or copyright.
- Be aware of any additional applicable community norms of content providers and aggregators.

**Thank you very much for your cooperation**