

Endangered Archives Programme FAQs

Attribution-Non Commercial Licence

(For in copyright textual, photographic, sound and film material)

1. Why is the British Library seeking to use a Creative Commons licence?

We wish to use this simple and flexible licence for a number of reasons. Firstly, Creative Commons licences are very widely used – from individual creators to many governments worldwide.

Given the global significance of the material being digitised, we believe that a flexible and simple licence is best. People may want to translate the materials or use copies in an education and research content – the licence allows for this.

2. What is a Creative Commons Attribution-Non Commercial Licence?

Material published under this licence can be used for research and non-commercial purposes only. Details about the licence can be found on the Creative Commons Website.

3. What does this mean in practice? How can my work be used by people accessing the EAP website?

Researchers and users of EAP materials online will be able to use the material in their work so long as it is for non-commercial purposes. The licence allows people to use the work “as is” or adapt it if they wish.

Creative Commons Attribution-Non Commercial Licence requires users to identify the copyright holder when any material is reused.

In addition to the licence, the British Library’s ethical usage policy requests people to be mindful of how the materials are being used separate to anything that is covered purely by copyright law.

4. Do I retain copyright in my material under a Creative Commons non-commercial (NC) licence?

Yes, you retain copyright in your own work. You are granting us, and people who use the digital resource they find on the internet, the right to use your copyright work for non-commercial purposes only.

The licence also only applies to the copy digitised by the British Library, so any other copies you hold of your original contribution are not subject to the same licence.

5. Can I choose to license my work again to someone else, for example for commercial purposes?

As the copyright owners, contributors can make the work available under different terms and conditions, because the author retains the copyright in the work they have licensed.

For example, if a contributor is contacted by a publisher who wants to include an article in book, contributors can choose to permit this and are free to determine the fees and terms under which it is published. Under a Creative Commons non-commercial (NC) licence publishers or any other users would not be able to publish or use the work commercially. Whether they used the digitised version or your own original works would be entirely your choice.

6. Can I pursue a breach of a Creative Commons licence in a court of law?

The Creative Commons website is very clear about this - Creative Commons licences are drafted to be enforceable around the world, and have been upheld in court in various jurisdictions e.g. Holland, Germany and Spain.

7. How will I be credited?

We will include the attribution information as stipulated by you in the Grant of Permission form. This can include a url also if you wish. The Creative Commons licences require that any further copies must use the same acknowledgement.

8. Will the Endangered Archive Programme make money from this project?

No. The Programme is paying for the preservation; digitisation and cataloguing of EAP material. The aim of the Programme is to preserve, and to provide free and open access to Archives in danger of destruction, neglect or physical deterioration. In addition, users of the work are not permitted to use the material for commercial purposes.

9. How will the Programme manage plagiarism or inappropriate treatment of EAP content?

Unfortunately plagiarism, misquoting, or the misrepresentation of a work are risks associated with publishing anything, offline or online.

Under the Creative Commons licence, if you share the licensed work you must indicate if you have modified the licensed material and retain an indication of any previous modifications. The licence also obliges users, if at all practicable, to remove any attribution relating to the original work at the request of the creator, if the creator is displeased with how their work has been modified. Additionally, all Creative Commons licences make clear that any reuse cannot imply that the original author endorses or supports the reuser or the context in which the work is reused. These are well-respected and robust terms that protect the reputation of the original creator.

In addition we recognise that broader rights and interests exist in materials included in the Endangered Archives Programme: our Ethical Usage Policy produced with guidance from the World Intellectual Property Organisation (WIPO) provides guidance to users around use and re-use of the materials. The Policy asks that anyone using material from the EAP programme respect both creators and traditional cultural expressions and that all ethical concerns in the use of the material are considered.

We believe that a mixture of the Creative Commons Licences with ethical terms and conditions asking people to treat the material responsibly is robust and proportionate and balances the needs of the funder with the originating institution who holds the work being digitised by us.

10. Who should sign the agreement?

The agreement can only be signed by individuals who represent, or are the rightsholders who created the work and therefore is the copyright owner. Please note this should not be signed by the owners of the items to be digitised unless they are also the copyright owner.