

Licensing photographs online: a review of current options

A briefing paper prepared by Mark Bide, Project Director, ACAP

1 Background

This short paper on currently available options for the licensing of photographs has been prepared by Mark Bide, the Project Director of ACAP in response to the query: Where does ACAP fit in to the overall ecosystem of standards support for rights management on the internet, particularly as this relates to photographs? The paper compares and contrasts the work of the PLUS Coalition, Creative Commons and ACAP.

2 The PLUS Coalition¹

2.1 What is the PLUS Coalition?

The PLUS Coalition describes itself in the following terms:

The PLUS Coalition is an international non-profit initiative on a mission to *simplify and facilitate the communication and management of image rights*. Organized by respected associations, leading companies, standards bodies, scholars and industry experts, the PLUS Coalition exists for the benefit of all communities involved in creating, distributing, using and preserving images. Spanning more than thirty countries, these diverse stakeholders have collaborated to develop PLUS, a system of standards that makes it easier to communicate, understand and manage image rights in all countries. The PLUS Coalition exists at the crossroads between technology, commerce, the arts, preservation and education.

It is structured as a membership organisation, with a sliding scale of fees dependent on the size of the business (in the range \$125 – \$5000); use of the PLUS standards is free of charge, but members receive some additional benefits in terms of involvement in the standardisation process.

It is extremely difficult to determine from the PLUS website much detailed information about the number of organisations in membership. However, there is a long list of organisations and individuals who form an “advisory council”; and the group of “sustaining members” (organisations providing more substantial funding or other support)² is impressive, and includes:

- Adobe Systems
- American Society of Media Photographers
- Copyright Clearance Center (CCC)
- Corbis

¹ <http://www.useplus.org/>

² See <http://www.useplus.org/aboutplus/support.asp> for the complete list

- Capture
- Digimarc
- Getty Images
- IDEAlliance
- International Press Telecommunications Council (IPTC)
- Jupiter Images
- Picture Archive Council of America (PACA)
- StockPhotofinder.com

There is also quite broad representation on their committees,³ although (for example) their “publishers committee” is currently rather weighted in favour of book publishers.

The PLUS Coalition was established in 2004 by Jeffrey Burke and Jeff Sedlik, who remain as Chairman and CEO respectively. Burke used to own and run a photo library (Picture Arts, now part of Jupiter) and Sedlik is a photographer.

PLUS also has a UK-registered not-for-profit. This is apparently a dormant company at the present time.

2.2 What does the PLUS Coalition seek to standardise?

Essentially, PLUS seeks to develop a core semantic framework for the management of licensing of photographic works, and a standard syntactical structure to express appropriate licences using these semantics.

Again, using PLUS’ own words:

The Picture Licensing Universal System—a cooperative, multi-industry initiative—is a three part system that clearly defines and categorizes image usage around the world, from granting and acquiring licenses to tracking and managing them well into the future.

Through standardized language and a machine-readable coding architecture, image licenses become more transparent, more fair, and much simpler for everyone.

PLUS in no way addresses pricing or price negotiations. Nor will it create rigid forms or contracts. It is purely a system to define licensing language and provide a foundation for building and managing license data.

The PLUS Picture Licensing Glossary

The first component of PLUS is the picture licensing Glossary. Obviously, in order to reach common agreement on license parameters, we must have a common understanding of the language that forms a license. This free listing, created and scrutinized by a broad cross-section of professionals, will be regularly expanded and updated.

The Media Matrix

Secondly, the system needs a backbone. This Media Matrix uniformly specifies international media categories and organizes them by type, with universal billing codes co-developed and approved by image providers and users alike.

³ http://www.useplus.org/aboutplus/coalition_committees.asp

The License Format

Finally, the information from the Glossary and Media Matrix will seamlessly populate a universal License Format. This machine-readable data form ties the entire system together, providing a single, worldwide standard for describing licenses. So licensors and licensees can leverage new technologies to write, read, track, store and analyze the details of every image license much more easily.

2.3 What does this mean and how far has PLUS got?

PLUS' aim is to develop mechanisms for standardising image licensing, to decrease the diversity both of language used (through a controlled vocabulary) and of the structure of licences themselves.

2.3.1 The PLUS Picture Licensing Glossary

PLUS has developed a glossary of over 1000 terms used in licensing photographs. The development of unambiguous semantics can be seen as an essential first step, and this data dictionary is now available both in print and online.⁴ However, the value of the currently published glossary is limited (something that PLUS itself recognises) because it is a simple flat list of terms, rather than a fully developed taxonomy or ontology (in which the relationships between terms are established systematically, to make the dictionary computable – an essential precondition for the development of flexible and extensible machine-interpretable licences). Work is reportedly in progress on extending and organising the dictionary in a more systematic way.

2.3.2 PLUS Media Matrix

The next element is the PLUS Media Matrix. This is a standard coding system which is “designed to allow image makers, image distributors and image users to easily and accurately communicate the specific image use desired or offered under a license”.

A PLUS “media summary code” string brings together the various elements of a usage of a photograph (for example, the medium, the size of the reproduction, the territory of use) and compresses these into a machine-parsable alphanumeric string. A completed code looks like this:

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|PLUS|V0120|U001|1IAK1UNA2EBF3PRS4SJB5VUG6QEE7DWE8RCE8IAL8LAF9EIN|
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According to PLUS, a single media selector code string “can describe more than two billion combinations of media and media options”. Code strings can be substantially longer than the example given, and can include any number of separate usages.

It is possible both to create and decode (into human readable form) media summary codes using demonstrator applications available on the PLUS website.⁵ The creation of a code depends on selections from pull down menus, with each step in the creation process constraining the choices in the next stage.

It is intended that media summary codes should be both generated and read by licensing systems, in order to ensure that there is a universal understanding of the usages for which a

⁴ <http://www.useplus.org/useplus/glossary.asp>

⁵ <http://www.useplus.org/plusmediaselector/License/LicenseGenerator.aspx> and <http://www.useplus.org/plusmediaselector/License/LicenseDecoder.aspx> respectively.

licensee is willing to make an image (or many images) available; in the same way, it can be used by a licensor to communicate unambiguously the precise usage which she seeks to licence.

This has application both in asset management systems (where it is possible, for example, to establish automated routines for licence renewal); and potentially in the future for micro-licensing applications.

2.3.3 PLUS Licence Data Format

The step beyond an unambiguous statement of usages is the capability to create a licence, licensing the specific usages with respect to a particular image. To support this, PLUS has developed generic licence data format for licence expression, which is at the heart of the PLUS standards development.⁶ It is a fairly “flat” listing of the headings of clauses which need to be included in a licence for a photograph.

While it is possible for users to start with the data format and create their own licences essentially “from scratch”, PLUS has aimed to simplify the process through the development of a set of licence templates, which PLUS calls “PLUS Packs”.⁷ Each template is designed to provide an outline licence framework for a specific controlled set of usages in different media (for example, “Print Advertising” or “Book Interior, All Formats, One Edition”). There is a considerable range of variants (some of which appear to be specific to Getty Images), and different models can be combined. As with the media selector code, the choice of a particular PLUS pack constrains the options available to a licensor.

PLUS has also developed a “licence generator”⁸ which enables PLUS licences to be created. As with media selector codes, licence terms are entered using a constrained “pick list” interface (where available values are dependent on previous choices). Once completed, licences may be generated in XML and attached to images (using Adobe’s XMP metadata standard). In other words, an image that has been provided to a licensee can have the details of the licence attached to the image. Licences created can also be used to generate printed documents – or stored in databases.

In the area of licence generation, PLUS significantly also introduces the concept of PLUS identifiers, a unique “party identification” scheme for licensees and licensors that is available to PLUS members.⁹ Having a PLUS party identifier is not a precondition for using any of the PLUS standards.

2.4 Next steps

PLUS is now moving in the direction of developing identification and registry services alongside its standards development activity. Unique identification is a key element of licensing schemes – unique identification of parties, of the resource being licensed – and of the licence itself. PLUS (like ACAP v1.0 and CC) currently deals with the identification of the resource and of the licence by direct association between the resource and the licence (in

⁶ <http://www.useplus.com/useplus/license.asp>

⁷ <http://www.useplus.org/useplus/pluspacks.asp>

⁸ <http://www.useplus.org/pluslicensegenerator/Steps/Start.aspx>

⁹ <http://www.useplus.org/useplus/registry.asp>

other words, by saying effectively “this is the licence for this resource between Licensor X and Licensee Y – where X and Y are unique party identifiers.)

The next phase of work at PLUS goes beyond party identification into registries of photographic works, enabling metadata linkage to be made between photographs, photographers and licences. The technology being deployed is reported to be under test and is expected to be rolled out in 2009.

This is an interesting next step for PLUS – the operation of services and the management of open standards do not always sit together happily in a single organisation.

2.5 Conclusions – PLUS Coalition

The PLUS Coalition has developed a comprehensive set of tools for the unambiguous communication of licence terms for photographs.

A broad coalition of interest groups has been drawn together around the clearly very real requirement for less ambiguous communication of licence terms. There has been very enthusiastic advocacy from the photographic world and a number of suppliers of relevant systems have announced support; but in terms of implementation by licensees, the only public announcement¹⁰ has come recently from a relatively small group of (admittedly large and influential) book and magazine publishers (Houghton Mifflin; McGraw Hill; and Pearson). We have been told that more announcements of adoption can be expected during 2009.

3 Creative Commons¹¹

3.1 What is Creative Commons

Creative Commons (CC) describes itself in the following terms:

Creative Commons is a **nonprofit** corporation dedicated to making it easier for people to share and build upon the work of others, consistent with the rules of copyright. We provide **free** licenses and other legal tools to mark creative work with the freedom the creator wants it to carry, so others can share, remix, use commercially, or any combination thereof... Creative Commons defines the spectrum of possibilities between full copyright and the public domain. From *all rights reserved* to *no rights reserved*. Our licenses help you keep your copyright while allowing certain uses of your work — a “some rights reserved” copyright...Creative Commons licenses are not an alternative to copyright. They work alongside copyright, so you can modify your copyright terms to best suit your needs. We’ve collaborated with intellectual property experts all around the world to ensure that our licenses work globally.

Creative Commons was founded in the USA in 2001.¹² It should be characterised as a “movement” as well as a standardisation organisation inasmuch as it is seeking to change

¹⁰ http://plus.useplus.org/PR/PLUS_release_081110.pdf

¹¹ <http://creativecommons.org/>

¹² There are some aspects of CC which mark its origins in US Copyright Law. For example, CC licences have to be irrevocable, which does not fit in with the copyright laws in force in many countries. It also cannot encompass the concept of inalienable Moral Rights which are integral to European Copyright Law.

the way resources are used, with the aim of increasing the creative potential of intellectual and artistic activity by increasing the ease of re-use of copyright resources. CC is committed to its particular vision of the way a work should be disseminated and used. Of course, traditional copyright also reflects an underlying model and ideology of authorship and property relations, which has now become embodied in legislation, case law and treaties, whereas CC is attempting both to fit within this existing framework and in some respects to challenge it.

3.2 What does Creative Commons seek to standardise?

CC has standardised a set of licences and ways of expressing those licences, based on a firm foundation of copyright law. The purpose of CC licences is to allow rights owners to share their creations with others, in either online or offline (digital or analogue) form. CC provides free tools that allow authors, composers, photographers, and other creators to mark their creative works using a user-friendly “permissions” symbology and an easily understood digest of terms and conditions, so that users can recognise the types of usage the rights owner is inviting them to undertake.

A CC licence can be applied to any type of work (in any medium) that is protected by copyright law. The licences allow rights owners to determine how others may reuse their copyright works (from within a small suite of options), whilst at the same time preventing rights owners from restricting anything that is otherwise permitted by the exceptions or limitations to copyright (including Fair Use in the US or Fair Dealing in the UK).¹³

A CC licence is normally associated directly with a digital resource and authorises anyone who has access to that resource (normally on the Web) to re-use it in accordance with the terms of the licence. This means that if one user has a copy of a CC-licensed work, that user can give a copy to a second user and the second user will be authorised to use the work in any way that is consistent with the original CC licence – the original rights owner having a distinct licence agreement with each of the users. This can provide each user with a range of options for use and re-use, depending on the type of licence chosen (see below). All CC licences are non-exclusive; a rights owner can permit the general public to use a work under a CC licence but can also enter into a separate (and different) non-exclusive licence with someone else, for example, in exchange for payment.

3.3 What does this mean and how far has Creative Commons got?

Creative Commons development in terms of its main standard licences is mature, with the licences themselves (at least those under US jurisdiction) in v3.0.¹⁴

3.3.1 CC licence expressions

Each CC licence is expressed in three different formats: the Commons Deed (human-readable code), Legal Code (“lawyer-readable code”);¹⁵ and metadata (machine-readable code).

A range of standard licences has been developed:





¹³ CC licence terms also forbid the use of any kind of technical protection measure (or “DRM”) to enforce the terms of a licence.

¹⁴ While licensees are encouraged to update to more recent version of a licence, there is no compulsion, and multiple versions of the same licence type remain available.

¹⁵ These exist in different variants for different jurisdictions; there are local Creative Commons organisations in many different countries including the UK.

- *Attribution Non-commercial No Derivatives (by-nc-nd)*: This licence is the most restrictive of the six main licences. It allows users to download the work and share it with others as long as the rights owner is attributed but it does not allow changes to the work or any form of commercial exploitation;
- *Attribution Non-commercial Share Alike (by-nc-sa)*: This licence allows users to remix and build upon a work provided that the use is non-commercial and that the rights owner is credited. Any subsequent licence granted by the user in respect of the new work must be on the same terms as those enjoyed by the user;
- *Attribution Non-commercial (by-nc)*: This licence allows users to remix and build upon a work provided that the subsequent use is non-commercial and that the rights owners is credited. However, the user does not have to licence their derivative work on the same terms;
- *Attribution No Derivatives (by-nd)*: This licence allows for redistribution of a work whether commercially or non-commercially, as long as it is passed along unchanged and in whole, with the rights owner credited;
- *Attribution Share Alike (by-sa)*: This licence allows users to remix and build upon a work including for commercial use, as long as the rights owner is credited and subsequent licences for the new creations have the same terms as the original licence;
- *Attribution (by)*: This licence allows users to distribute, remix and build upon a work, including for commercial use, as long as the rights owner is credited for the original creation. This licence grants users the widest possible terms of exploitation.

In order to make it very clear which licence is attached to a particular work, Creative Commons has developed a set of symbols to indicate the type of licence; for example:

 Attribution
  Noncommercial
  No derivatives
  Share Alike

These can be combined as appropriate to show clearly which of the six licences the rightsholder has decided to use; for example:



This indicates an *Attribution-Noncommercial-No-derivatives* licence. The symbols are usually rather more prominently displayed than the traditional copyright © symbol.

3.3.2 Machine-readable Creative Commons licences

CC licences come in three formats, one of which is a machine-readable version. This version of the licence is expressed in RDF and is actionable when read by systems which can compute RDF, enabling automated use of resources to which a licence has been attached. Essentially, the machine readable version allows a machine to recognise the same attributes of a resource that a human reader can recognise through seeing the icons described in the previous section. To the extent that a machine can understand these attributes, it is able to

make a Creative Commons licence “machine actionable”. There is also a (URL) link to the legal code version of the relevant licence in each case.

Like PLUS, CC specifies Adobe’s XMP metadata format for embedding a licence in a resource (among others for media formats where XMP is not so appropriate).

If the licence information is embedded in a resource, and the resource is subsequently separated from its host website, the licensing information can (in theory at least) travel with it (although it appears not to be a necessary precondition of use of CC licences that the appropriate licence should be embedded in metadata).

3.3.3 CC licences and photography

Creative Commons licences can be used to licence any copyright media.¹⁶ Their most prominent use for photographs is probably on the flickr website,¹⁷ a very well used UGC site owned by Yahoo! CC licensing options are built into the flickr application, making it easy for individuals to add CC licences to their photographs when they upload them.

3.3.4 Some issues relating to CC licences

CC licences have critics, even among those who generally support the notion of this type of licensing. These include:

- Uncertainty about validity and enforceability in different jurisdictions – there is little relevant case law in *any* jurisdiction, and what there is may not be generalisable
- Lack of clarity of the meaning of some terms, including crucially “commercial” and “non-commercial” – this has become a significant issue for Creative Commons, which is currently undertaking a major piece of research in this area
- Lack of flexibility – the licences have to be accepted “as is” (so, for example, it is not possible to nuance the meaning of a “derivative work”; derivatives are either permitted or not)
- Difficulty in tracking usage – once a resource is separated from its “home” website, the owner no longer has any way of knowing how and where it is being reused, something owners often wish to know (even where the reuse is completely legitimate under the terms of the licence).

3.3.5 CC+

A relatively recent development at Creative Commons has been named “CC+”. This is an essentially syntactic standard (again using a standard RDF variant, RDF-a) as a way of expressing more extended licence terms – those that go beyond the terms expressed in the basis CC licence itself. For example, the CC licence might allow only “noncommercial” use, while the CC+ licence expression might allow certain commercial uses – for a fee. Here is what CC said about CC+ when it was launched a year ago:

CC+ is a protocol to enable a simple way for users to get rights beyond the rights granted by a CC license. For example, a Creative Commons license might offer noncommercial rights. With CC+, the license can also provide a link to enter into transactions beyond access to noncommercial rights — most obviously commercial rights, but also services of use such as warranty and ability to use without attribution, or even access to physical media.

¹⁶ In theory, they could be used to licence open source software, but in practice there are better tailored alternatives.

¹⁷ <http://www.flickr.com/>

“Imagine you have all of your photos on Flickr, offered to the world under the CC Attribution-NonCommercial license,” said Lawrence Lessig, CEO of Creative Commons. “CC+ will enable you to continue offering your work to the public for noncommercial use, but will also give you an easy way to sell commercial licensing rights to those who want to use your work for profit.”

The CC+ architecture was pioneered by early adopter CC-enabled businesses such as Magnatune.com and is effectively implemented by numerous creators and intermediaries who enable a simple way to move between the sharing and commercial economies. CC+ provides a lightweight standard around these best practices and is available for implementation immediately.

3.3.6 CC implementation

CC licences are widely used as a way of licensing content produced by creators who do not seek to exploit their creations commercially. They are less widely used by commercial organisations, but a few (like book publisher Bloomsbury Academic) are using them alongside more conventional commercial exploitation. There have been many spin offs from the basic idea of CC, with specialist projects like Science Commons and ccLearn. OZMO,¹⁸ a recently created licensing service developed by the Copyright Clearance Center in the USA is using CC+, as is Magnatune¹⁹ (already referred to above).

3.4 Conclusions – Creative Commons

Creative Commons, established by Lawrence Lessig, a US lawyer, is in many ways more of a crusade than a standardisation project. The crusade is in favour of release of content into the “remix culture” of the internet, to allow users freely to reuse content to the greatest extent that the original creator is comfortable – without payment. At its heart, CC is designed to licence relationships between individual creators and individual users (rather than corporate bodies). As such, it has gathered a large following of highly dedicated enthusiasts and volunteers who give their time to advance the cause.

However, despite some exceptions in implementations of CC+, which must still be regarded as somewhat experimental,²⁰ for most purposes it sits uneasily alongside commercial exploitation. This may become less of an issue with CC’s current project seeking to define more clearly the difference between commercial and noncommercial exploitation.

4 ACAP²¹

4.1 What is ACAP?

ACAP is a project – inspired, financed and led by the publishing industry worldwide²² – that has been working to develop standard tools for the unambiguous **machine-to-machine** communication of policies (*permissions* or *licence terms*) for access to and use of content on the network. ACAP believes that machine to machine communication – without time

¹⁸ <http://ozmo.com/>

¹⁹ <https://magnatune.com/>

²⁰ There is little to suggest on the Ozmo site, for example, that anyone has actually signed up to use this service.

²¹ <http://www.the-acap.org>

²² ACAP has been funded since its inception by the World Association of Newspapers, the European Publishers Council and the International Publishers Association.

consuming and costly human mediation – is central to any effective management of copyright at “internet scale”.

Established in response to growing concern about re-use and monetisation of copyright content by third parties without the appropriate permissions, ACAP’s initial focus has been on developing mechanisms for more effective communication of permissions between web publishers and those online aggregators – including but by no means limited to search engines – which use web crawling as their primary tool for content acquisition.

The youngest of the three initiatives described in this document, ACAP was established as a project in 2006, and while it has a “not-for-profit” company for holding its IP, it continues to operate very much on a project basis.

4.2 What does ACAP seek to standardise?

Essentially, ACAP seeks to standardise a relatively simple set of semantics, expressing both Usages and Qualifications of those usages.

The existing mechanism²³ used for communicating permissions to organizations which “spider” the web to collect other people’s content is crude and ineffective. Developed at a time when both web publishing and web content aggregation were in their infancy, it has become clear that a major overhaul of this mechanism is long overdue. In its first release, ACAP proposed substantial extensions to existing protocols, to bring these into line with publishers’ requirements.

4.3 What does this mean and how far has ACAP got?

In a pilot project completed in 2007, which involved technical implementations by publishers in collaboration with a search engine, ACAP was able to demonstrate that the approach which it has pioneered for communication of permissions is entirely practicable. Since the first release of the specification was published 12 months ago, about 700 publishers of all sizes, from all sectors of publishing and from all over the world²⁴ have implemented ACAP on their websites, sending a clear signal of their intention to regain proper control over their copyrights.

The first release defines six usage verbs: crawl, follow, index, store, present, other. Most of these (the exception is “Other” – see below) may be either allowed or disallowed (although some combinations of allow and disallow would clearly be illogical). These usages all relate specifically to the activities of web crawlers, and subsequent exploitation predominantly by search engines. The first four are fairly straightforward.

“Present” defines how a third party (having crawled, indexed and stored) can deliver content to a third party (eg a user of a search engine). In the context of photographs, for example, “Present” may be qualified to allow (or disallow) the presentation of a thumbnail of a photograph to a User.

“Other” is necessary because of the extent to which current practice on the web turns normal copyright licensing practice on its head – by effectively allowing anything which

²³ The “robots exclusion protocol”.

²⁴ More than 40 countries are represented – although half of all implementations are in the United States.

hasn't been disallowed. Other – always to be disallowed – is designed to provide a mechanism whereby a copyright owner can explicitly disallow any Usage that is not explicitly allowed.

ACAP v1.0 describes how to implement ACAP semantics in the Robots Exclusion Protocol syntax; this allows ACAP permissions expressions to be used at the level of a complete website (through the use of a “robots.txt” file) or at the level of an individual HTML web page (through the use of “robots metatags”). Work is ongoing to extend this to individual media files (including linear files – music and audiovisual – for our work with other media).

As with PLUS and CC, we plan to specify ways of using Adobe's XMP format for carrying ACAP permissions, although it may not be most appropriate for some linear file formats.

We have already identified a number of other Usages and qualifications which need to be included in the specification, and new Use Cases will undoubtedly continue to throw up additional ones.

4.3.1 ACAP and the search engines

ACAP has not yet been adopted by any of the major search engines (“GYM”) although we have been in dialogue with all of them since early in the project's life. The decision to develop an extension to the Robots Exclusion Protocol was largely dictated by a Google engineer who was insistent that no other approach would be feasible (although this view seems not to be entirely shared by Yahoo! and Microsoft).

The dialogue continues, and major progress has been made in the last 6 months. As recently as November, at a newspaper publishing event Microsoft's Chief Counsel for IP Strategy, Tom Rubin, asserted that editors must be able to maintain appropriate control of their own content and the experience of their readers, and not cede those to search engines or aggregators.

To the extent ACAP can develop into an enabler of content flow like Creative Commons and not become an inhibitor like some failed experiments with digital rights management, it has the potential to be an important element of more vibrant business models for publishers in the future... Whether the solution is ACAP or some other method, web sites currently are forced to communicate with search engines using robots.txt, a technical protocol developed 15 years ago without any understanding of how the business needs of newspapers and other web publishers would develop. Using that 1993-era technology to run today's websites is like putting a Fiat engine in a Ferrari.

ACAP continues to build critical mass in publishing, and politically. We remain confident that the search engines will come on board – it is a question of “when”, not “if”.

But this is only the next step in the story of managing copyright on the network. ACAP is, for example, talking to Creative Commons about taking a common standardised approach (within the CC+ framework) to directing online users to sources of “extended permissions” (ie permissions which are not granted either under a CC licence or under a basic ACAP expression).

ACAP has also been speaking to the PLUS Coalition (PLUS is a member of ACAP, and ACAP a member of PLUS) about the best ways of co-operating and avoiding competition. ACAP is pledged not to reinvent work that has already been satisfactorily undertaken elsewhere – and will, for example, adopt PLUS semantics where these are appropriate.

4.4 Conclusions – ACAP

Through its very large number of publisher implementations, and through a programme of communication (in the US, Europe and the UK in particular), ACAP has succeeded in building a substantial political profile. Legislators – and those who advise them – are attracted to the simple message which ACAP seeks to convey: *copyright works*. We do not need to reinvent copyright for the network, simply to make it work properly as it is intended to work – to give copyright owners a clear choice over how their content should be exploited.

This should enable innovation both in content creation and in business models, as those who invest in content become more confident that their investment of time, expertise and cash will ultimately make a return.

5 Overall conclusion: PLUS, Creative Commons and ACAP

These projects have a number of common threads:

- Each is firmly rooted in copyright
- Each is about communication of licence terms/permissions, not their enforcement²⁵
- Each recognises the need for standardisation, particularly of semantics²⁶
- Each is looking at similar technical solutions to particular requirements (eg the use of Adobe's XMP metadata format)

However, there are some differences between them; in summary:

- PLUS specialises in photography and illustration; CC and ACAP apply to all media
- PLUS and CC are about communicating machine-to-person and to a limited extent machine-to-machine; ACAP specialises in communicating machine-to-machine
- CC is fundamentally about licensing non-commercial exploitation; PLUS and ACAP both come from a commercial perspective, although both may be used for the expression of non-commercial terms of use

These are not competing approaches; ACAP has found points for collaboration with both of the other initiatives and will seek to ensure that there is no unnecessary competition or reinvention. Similarly PLUS reports that it has been working with CC.

None of these projects could claim to be the solution to all the challenges of copyright management on the network. Even taken together, they fall short of a complete solution. However each forms a complementary element of the complex jigsaw that we now need to build to make copyright work effectively for the 21st century.

MB: 13 February 2009

²⁵ CC licences expressly outlaw the use of "technical protection measures" to enforce the terms of the licence.

²⁶ Although CC is only now dealing with the problem that it has caused for itself in the failure to define some key terms adequately.