



Deliverable D3.2

D3.2 Report on usage of Creative Commons licenses

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Executive Summary

This deliverable is part of WP3, a work package that will (1) clarify intellectual property aspects of the ACE, (2) relate them to the different Creative Commons licensing strategies, (3) define procedures that explain to content creators, content providers, tool developers and content users how to interact with the ACE, (4) and study emerging business models and long-term sustainability models for the ACE.

The present task informs the definition of the Audio Commons Ontology and API. Yet, deliverable 2.1. (a user survey) has uncovered the current state-of-the-art of our target domains and directed us towards the path for improvement in a very complex way. This deliverable, along with deliverable 3.1., complements these findings by adding license-specific information that should be taken into consideration when designing and integrating Audio Commons content in the existing workflows. The present document addresses the Creative Commons framework and provides documentation with different use cases that exemplify content reuse scenarios, especially in the context of commercial reuse. By relating different aspects of intellectual property protection outlined in Deliverable 3.1., we present possible issues and solutions connected to the future functioning of the ACE in the context of existing Creative Commons licensing.

This document starts from considering the reuse scenarios guided by Creative Commons 4.0 framework. We outline different licensing rules and show how they can be applied and expanded in the context of the ACE. By doing so, we give special consideration to commercial reuse of Creative Commons content. We argue that even though the information about commercial reuse in the license frameworks is rather limited and unspecific, the CC framework provides a ground for its commercial application, such as acquiring permissions for content licensed under NC license. We show multiple solutions to how this process might be facilitated by the ACE actors (content providers).

In the further section we consider three models of the commercial reuse procedure in the context of licensing. We start from a separate licensing model, based on platform-specific contracts with individual content creators. Then we describe adoptions of the CC-plus licensing framework, showing its adaptations by platforms such as Jamendo and Beatpick. Finally, we analyse the licensing framework facilitating commercial reuse proposed by CC - Sampling license.

In the next section, we concentrate on the ways of communicating licensing and intellectual property issues to ACE users. Drawing on the examples from the industry we show how CC-licensing might be shown in an understandable manner and outline suggestions for improvements. We show the multiple aspects of user education and ways of ensuring that the licensing framework is fully understood. Within this subject, we also address the license-specific features of plug-ins and add-ons developed in the project.

The final section considers future directions connected to licensing, showing it in the context of future developments that will be essential to the ACE's sustainability, especially the directions of machine-based licensing and negotiation.

This deliverable clarifies issues connected to licensing and establishes licensing needs that must be considered when designing the ACE. The issues identified in this deliverable will also be utilized in the next task, aimed at the exploration of business models for the ACE.



Background

This Deliverable is part of the WP3 work package, which concentrates on understanding the rights management requirements and business models for the ACE. This document relates objectives stated in Deliverable 3.1. to the different Creative Commons licensing strategies available in the ACE. The analysis of these objectives contained in this document is intended to support the development of Audio Commons API specification.

This deliverable concentrates on three major aspects: (1) commercial reuse in existing Creative Commons licensing framework; (2) possible re-licensing directions taken by platforms, such as: creating a separate re-licensing model, implementing CC-plus licensing framework or introducing a new type of license; (3) methods of licensing communication to ensure the broadest possible understanding of the terms and conditions of ACE.

The document is interconnected with Task 2.1, which analyses the requirements from creative industries. Using the input from this task, which has revealed user problems connected to transparency and the ease of understanding licensing, this Deliverable also provides recommendations for the organisation of the licensing process in the Audio Commons plug-ins and website.



1 Introduction

The Audio Commons Ecosystem (ACE) will provide a number of functions for actors with different needs representing the gaming, music, and film/advertising industries, based on content licensed under the Creative Commons framework. This deliverable investigates the possible directions of adapting this framework in the context of existing industry practice. The central issue of this document is commercial reuse of content available through the ACE and potential ways of enabling users to negotiate commercial reuse of content not readily available for commercial purposes. We consider different models of adapting the Creative Commons framework, looking at different scenarios, based on three different tracks: establishing a separate licensing model in addition to CC framework, adapting a CC-plus licensing scheme or considering CC license outlining commercial reuse (Sampling). To do so, we consider adaptations made by industry actors and use the input from the project's commercial partner in the catalogue music-provision industry (Jamendo) and Freesound. We also outline the key aspects of the communication of the licensing framework to users, pointing at the possible issues and solutions. This Deliverable also identifies possible directions of development of the ACE in the context of licensing.

1.1 Main objectives and goals

Objectives:

- Review of the existing industry practices of reuse of content under the Creative Commons license framework.
- Analysis of potential ways for commercial reuse of CC-licensed content within the ACE.
- Identification of good practices of communicating licensing permissions to users.

1.2 Terminology

AudioCommons: reference to the EC H2020 funded project AudioCommons, with grant agreement nr 688382.

Audio Commons Initiative: understanding of the AudioCommons project core ideas beyond the lifetime and specific scope of the funded project. The term "Audio Commons Initiative" is used to imply i) our will to continue supporting the Audio Commons Ecosystem and its ideas after the lifetime of the funded project, and ii) our will to engage new stakeholders which are not officially part of the project consortium.

Audio Commons: generic reference to the Audio Commons core ideas, without distinguishing between the concept of the initiative and the actual funded project.



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Audio Commons Ecosystem (ACE): series of technologies and actors involved in publishing and consuming Audio Commons content.

Audio Commons content (AC): audio content released under Creative Commons licenses and enhanced with meaningful contextual information (e.g., annotations, license information) that enables its publication in the ACE.

Content creator: individual users, industries or other actors that create audio content and publish in the ACE through content providers.

Content provider: services that expose content created by content creators to the ACE.

Content user: individual users, industries or other actors that use the content exposed by content providers and created by content creators in their creative workflows.

Ontology: In the context of computer and information sciences, an ontology defines a set of representational primitives with which to model a domain of knowledge or discourse. The representational primitives are typically classes (or sets), attributes (or properties), and relationships (or relations among class members). The definitions of the representational primitives include information about their meaning and constraints on their logically consistent application. In the context of database systems, ontology can be viewed as a level of abstraction of data models, analogous to hierarchical and relational models, but intended for modelling knowledge about individuals, their attributes, and their relationships to other individuals. Ontologies are typically specified in languages that allow abstraction away from data structures and implementation strategies; in practice, the languages of ontologies are closer in expressive power to first-order logic than languages used to model databases. [Gruber]

Tool developer: individual users, industries or other actors that develop tools for consumption (and also potentially publishing) Audio Commons content.

Embeddable tools: tools for consuming Audio Commons content that can be embedded in existing production workflows of the creative industries.



2 Reuse of Content under Creative Commons License Framework

2.1 Introduction to CC Framework

Creative Commons licensing framework has been developed by the Creative Commons Foundation. Since 2001 the organisation acts with the primary purpose of facilitating free use, including reuse and modification, of creative works. The set of licenses, issued by the organisation at no charge to the public, is intended to empower the author of a creative work to "keep ... copyright while allowing certain uses" of the author's creation. The Creative Commons framework has gained very wide recognition and popularity and currently serves multiple functions, not only stimulating freedom of exchange and re-usage of digital content but also working as a facilitator for digital art adoption and maintenance over time, for instance preventing its disappearance of content from the internet (Skladany, 2015)

While copyright law creates the default rule of All Rights Reserved, making permission necessary for each and every use of a work, Creative Commons seeks to facilitate an environment in which "Some Rights Reserved" or even "No Rights Reserved" become the norm. Creative Commons has been built on similar principles to open source software projects, such as the General Public License (GPL) initiative. They both seek to "use copyright to authorize, rather than inhibit, copying, distribution, modification and reuse of software and other copyrighted works" (Dusollier, 2006: 274). All copyleft projects share copyright's essential goal of increasing the supply and stock of knowledge and culture. These movements also serve a similar political function trying to reshape the way in which works are licensed, created, modified and distributed. Contrary to the number of arguments that sometimes emerge in the discussions of the movements, they neither aim to abolish copyright or encourage the authors to relinquish their rights.

The idea behind the copyleft movements is to provide a solution which facilitates licensing of creative works through simple licensing tools and based on "building 'a layer of reasonable copyright' on top of existing law" (Goss, 2007: 977). Replacing complicated permission procedures, frameworks such as Creative Commons aim to allow an easy way of granting permissions by the authors of copyrighted work. Instead of the classical, passive ways of one-way consumption of commercialized culture, Creative Commons give a way of promoting access, collaboration and re-usage of work. The literature identifies a number of reasons why copyright owners release content using Creative Commons license. Their range is very broad in scope and starts from institutional purposes (such as allowing access to historical manuscripts by a public library); social motivations such as altruism; ideology (for instance aimed against major music labels' policy); but also could be based on a purely commercial strategy, such as promoting one's own work in order to launch a project or gain recognition (Cha, 2006; Elkin-Koren, 2006; Goss, 2007).



Deliverable 3.1. provides a detailed introduction to the CC framework in the context of the Audio Industry. The CC framework contains six license types and two public domain tools that users can apply. Once a license is applied and content shared, the permissions granted to the content are irrevocable. However in nearly all cases, the content made available by the author remains owned by the author, and the platform gets the rights to host it via the CC license that is applied (or via a separate license in the terms of service) (Creative Commons, 2016). This deliverable considers multiple aspects of Creative Commons licensing functions by analyzing different use scenarios and outlining possible issues and solutions connected to the design of the ACE. In this part, I briefly outline the 4.0 licensing framework and highlight its contents by identifying permissions of re-usage of digital content. This section introduces different types of licenses and informs the other sections, focusing on the practical sides of the license application, taken by platforms hosting audio content.

2.2 CC License types (4.0.) - the context of reuse

CC licenses define three basic permissions: if content might be used and re-used commercially, if derivative works might be created and, if yes, if they should be shared under the same license. Below, we concentrate on the two first permissions: commercial reuse and the creation of derivatives.

The US law (17 U.S.C. § 106 (2)) defines a derivative work as:

A work based upon one or more preexisting works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, . . . or any other form in which a work may be recast, transformed, or adapted. A work consisting of editorial revisions, annotations, elaborations, or other modifications, which as a whole, represent an original work of authorship.

Stated simply, a derivative work uses content from existing copyrighted material to create a new and distinguishable finished product. The broad language of this exemplary statute provides the judicial system with flexibility to determine on a case-by-case basis whether a particular work should be categorized as derivative. In this subsection we concentrate on creation of commercial derivatives and re-using unmodified content for commercial purposes.

From Non-commercial to Commercial Reuse

The non-commercial reuse of a work seems to be greatly simplified by Creative Commons. All six licenses do not require securing any type of permission for non-commercial activities, meaning that a person wishing to reuse the content does not need to seek permission and therefore does not need assistance of intermediaries (Russi, 2011). This is why it is often emphasized that Creative Commons have the power to eliminate intermediation in the audio sector or that it is a way of counterbalancing emerging distribution mechanisms in the audio industry, including illegal distribution in the digital economy through channels such as P2P file sharing; as well as facilitating new ways of producing music, such as sampling (Troutt, 2009).



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All Creative Commons licenses permit non-commercial reuse, defined in Creative Commons legal code as:

Not primarily intended for or directed towards commercial advantage or monetary compensation. For purposes of this Public License, the exchange of the Licensed Material for other material subject to Copyright and Similar Rights by digital file-sharing or similar means is NonCommercial provided there is no payment of monetary compensation in connection with the exchange.

Commercial reuse excluded in this clause includes situations such as sharing a song on youtube.com with youtube's advertising campaign; mixing a song with video and using it in a commercial television campaign; or using it as a background music in a shop.

Three of CC licenses are limited to non-commercial reuse only:

[Attribution-NonCommercial CC BY-NC](#)



This license lets others remix, tweak, and build upon author's work **non-commercially**, and their new works must also **acknowledge the author** and be **non-commercial**.

[Attribution-NonCommercial-ShareAlike CC BY-NC-SA](#)



This license lets others remix, tweak, and build upon your work **non-commercially**, as long as they **credit** the author and **license** their new creations **under identical terms**.

[Attribution-NonCommercial-NoDerivs CC BY-NC-ND](#)



This license is the most restrictive of the Creative Commons' six main licenses, only allowing others to download the works and share them with others as long as they **credit the author**, but they **can't change them in any way or use them commercially**.

These three license types contain the clause in the contract (Section 2b-3):

*To the extent possible, the Licensor waives any right to collect royalties from You for the exercise of the Licensed Rights, whether directly or through a collecting society under any voluntary or waivable statutory or compulsory licensing scheme. **In all other cases the Licensor expressly reserves any right to collect such royalties, including when the Licensed Material is used other than for NonCommercial purposes.***

Even though the licenses do not give permission for commercial reuse, they also don't exclude it, leaving space of negotiation to the copyright holder. It means that obtaining a permit for commercial reuse is possible, however only upon agreement (and not through the CC license). In this case, the process of negotiations, bargaining and settling an agreement occurs in a case-to-case basis.



Commercial Reuse

Three out of six licensing frameworks (plus public domain tools) permit commercial reuse of content with attribution:

[Attribution CC BY](#)



This license lets others distribute, remix, tweak, and build upon an artist's work, **even commercially**, as long as they **credit** an artist for the original creation. This is the most accommodating of licenses offered. Recommended for maximum dissemination and use of licensed materials.

[Attribution-ShareAlike CC BY-SA](#)



This license lets others remix, tweak, and build upon your work **even for commercial purposes**, as long as they **credit** an artist and license their new creations **under identical terms**. This license is often compared to "copyleft" free and open source software licenses. All new works based on artist's work will carry the same license, so any derivatives will also allow commercial use. This is the license used by Wikipedia, and it is recommended for materials that would benefit from incorporating content from Wikipedia and similarly licensed projects.

[Attribution-NoDerivs CC BY-ND](#)



This license allows for **redistribution, commercial** and noncommercial, as long as it is passed along unchanged and in whole, with **credit** to the author.

All three of these licenses permit commercial re-usage. In these licenses the legal code does not explicitly specify the particular types of usage. Instead of defining the possible scope of commercial activities, these frameworks open the re-usage to all the other activity types than these limited by -NC license applications.

[CC0 1.0 Universal \(CC0 1.0\) Public Domain Dedication](#)



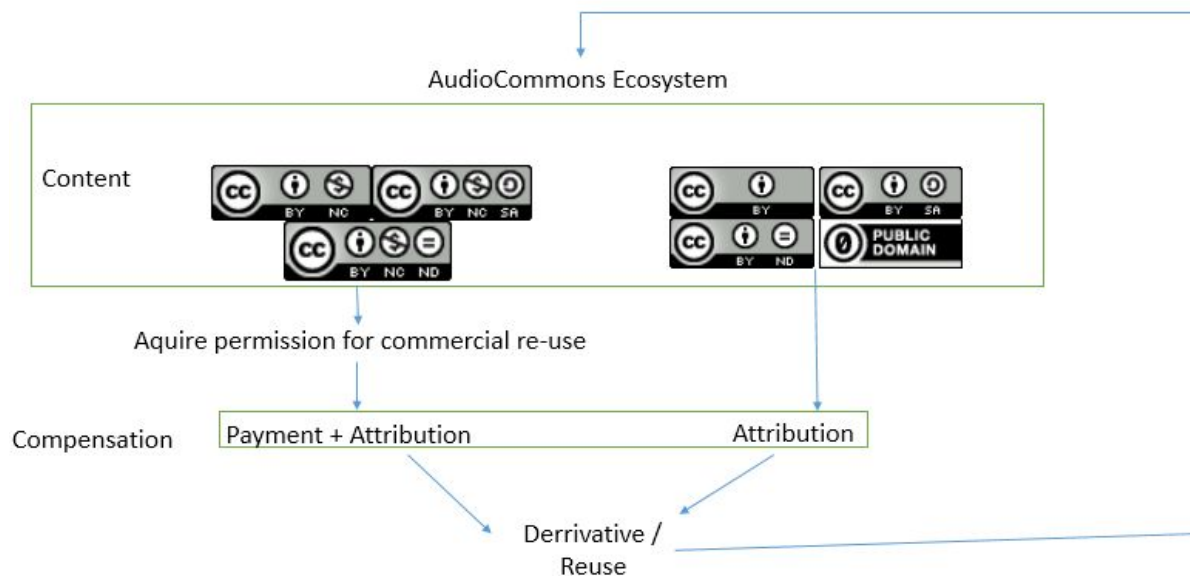
Additionally, users can waive all their copyright and related rights in their works to the fullest extent allowed by law, by using **CC 1.0 – "No Rights Reserved"**.

Additionally, as it has been outlined in Deliverable 3.1, the ACE could introduce collect information (and save it to metadata) regarding re-usage of content for instance by automatizing identification of derivative works, and facilitating attribution mechanisms. We could for instance provide attribution monitoring within the ACE, informing users about derivative works created from their material.



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Graph 1. The AudioCommons Model for Commercial Reuse

As depicted on a graph above, one of the functions of the AudioCommons ecosystem will be facilitating negotiations for commercial reuse, with content providers building a platform for negotiation or mediation of the possible commercial application of the content. The platform might create a marketplace for artists and content users who could negotiate permissions using two elements:

- 1) Monetary compensation - commercial reuse is made available after monetary compensation.
- 2) Attribution - copyright owners might be offered attribution in commercial projects, for instance broad commercial campaigns, movie productions or any other projects that could be considered beneficial for the artists, for instance benefitting them with recognition.

This element of the ACE will facilitate the commercialisation of content, which might also encourage content creators to join ACE and further expand the recognition and role of the project. The intermediation mechanism of re-selling permissions of CC content could play a significant role in the industry. Even though some platforms already give this possibility, ACE will integrate this functionality of diverse platforms.



3 Reuse and Licensing: Use Cases

By allowing licensees to bypass individual negotiations with copyright holders, they alleviate search and negotiation costs. The Creative Commons licenses, which can be embedded in digital files so as to be recognizable by search engines, also demonstrate technology's potential ... to facilitate improved management of copyright information. Of course, transaction costs may still arise if the potential licensee wants to do something with the work that is covered by copyright but outside the terms of the public license. (Van Houweling, 2010: 551)

It is broadly noted that current technology facilitates liberation of artists from powerful intermediaries, such as music labels or publishers. Intermediation on selling rights has been monopolized by agencies, such as collecting rights societies that were established to mediate the usage and payment for reusing. As the practice shows, their activity proves to be problematic and unfavorable for artists and audiences in many geographical contexts (Band and Butler, 2013). Their existence and activity has been one of the reasons why the CC framework was created.

Liberation from powerful intermediaries is commonly mistakenly taken for complete removal of intermediation in the industry. As the literature carefully points out, the de-intermediation process is rather based on new emerging forms of intermediation (named "re-intermediation"), with Creative Commons acting as a major political movement providing legal means for this process (Carroll, 2006). In this domain Creative Commons not only provides an alternative to established forms of intermediation, but also responds to the changes provoked by technology, including the disruption of copyright law on the internet, extremely high supply of content, ambiguous situation of licensing of on-line material and few standards of online rights management. At the same time, its intermediating function provides the necessary infrastructure to enable end-to-end transactions of copyrighted works. In other words, the novelty of Creative Commons is based on enabling provisions of new services and the formation of a new community around the CC licensing framework.

Creative Commons also open the field for new business ventures and models supporting production, distribution and consumption of CC material. One of the most important functions of Audio Commons Ecosystem will be facilitating the fulfillment of all of these functions. Typically, the spin-off services based on intermediation have been provided provided by different types of businesses and initiatives (Carroll, 2006). They include:

- (1) search engines, such as yahoo!, allowing to perform search of CC-material;
- (2) libraries and archives;
- (3) new types of producers and publishers, such as Magnatune, offering musicians the 50/50 split;
- (4) creative commons communities, such as Opsound, Freesound or CC Mixer, which allowed sharing of sound and facilitated communication between users.

Creative Commons has traditionally been associated with users such as amateur or semi-professional musicians and filmmakers. But the scope of CC application goes way beyond this group. As recent developments prove, there are many ways of creative reuse of CC content and construction of a successful business model based on commons. As the practice has shown, different communities have not only developed business models, based on the availability of Creative Commons content, but also



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adapted the available frameworks to the needs of their models. This section concentrates on the ways in which different initiatives have adopted CC models and shows three general use cases of approaching it: a separate licensing model, CC-plus licensing and a new licensing framework. In addition to describing it, this part also outlines their advantages and disadvantages.

As we have previously described, the CC framework does not explicitly specify what kind of commercial usage is permitted. Lack of specific information in regards to particular types of usage, contained within very broad definitions of NonCommercial and Commercial usage, has been a subject of criticism (ALAI, 2006). Below, an excerpt from an article addressing these issues, which in an excellent way summarises the issue (even though it uses the example of an academic paper).

Suppose I write an article and I want the public to have easy access to it, so I choose to publish it under the Creative Commons Attribution-Non-commercial license. Under a Creative Commons "noncommercial" deed, a user who wanted to republish the work is restricted from a use that is "primarily intended for or directed toward commercial advantage or private monetary compensation." However, it is not clear what "primarily intended" means or how much intent will cause a use to be "directed toward commercial advantage." Suppose an educational website carries my article but requires a membership password to access it. Is their use of my article a commercial or noncommercial use? Suppose the site does not require a password, but sells banner advertising on the same page to support its publishing costs. Is that "primarily intended" or "directed toward commercial? If not, how much advertising would make it "primarily intended"?

(...)

Suppose a newspaper wants to pick up my hypothetical article from a "noncommercial" website, include it in its daily business section, and serve it on both a "free" website and in its print version of the paper available by subscription. What can I enforce? Against whom? And, if any of these hypothetical re-users in the chain are also unclear on what reuse would infringe the "noncommercial" license, how much does my use of the Creative Commons license deter their willingness to republish the content? (Goss, 2007: 982-983).

The author paints a complicated picture of enforcing copyright in the context of re-usage. He points at a number of issues, insufficiently defined in the legal code, such as: primary intentions, the difficulties of drawing a line between the commercial and noncommercial and specifying the volume of "commercial" activity to make the usage qualify as a violation of the license. Similar issues stemming from problems with interpretation of the Creative Commons framework, have led to a number of strategies, taken on by content providers in order to facilitate commercial reuse and to be more compatible with the user needs.

3.1 CC with additional licensing model for Commercial Usage (Jamendo)

Recently, audio platforms aiming at providing users with the possibility of commercialising their work, have introduced their own licensing frameworks that supplement the NonCommercial CC-frameworks. This has been the case of Jamendo, which has introduced its own in-house contracts, being motivated by their improved precision and transparency. This complimentary program offered by Jamendo, called JAMENDO LICENSING, provides the artists with the opportunity to receive



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compensation for commercialisation of uploaded content, for instance through in-store radio subscriptions or a catalogue with music for multimedia, both offered by Jamendo.

For Jamendo, CC licensing provides a basic framework defining a set of general permissions for uploaded content. The terms involving commercial sharing are specified, monitored and controlled by Jamendo through JAMENDO LICENSING. This also means that any artist involved in the JAMENDO LICENSING program is closely monitored and content is verified by the platform. This strategy also emerges in response to the common issue of ownership, such as users not having full legal entitlement to license the work under the Creative Commons scheme (Koscik and Savelka, 2013). As Jamendo intends to commercialise content under JAMENDO LICENSING scheme and share the revenue with artists, the wrongdoing of a creator might expose the company to legal problems (for instance samples that have not been cleared).

While smaller organisations, working on curated content and closely collaborating with smaller cohort of artists might afford to do the verification of copyright (Merges, 2009), for a large ecosystem such as AudioCommons, it is impossible due to the scale as well as diversity of content. Large platforms hosting content under the CC license (such as Flickr or YouTube) are unable to verify content easily so they largely rely on a community of users and responses falling under DMCA removal requests. For similar reasons Wikipedia has developed a licensing mechanism based not on consolidating rights in the hands of the platform but merely on coordination of license choices of all contributors by specifying that everything contributed to Wikipedia is available under the same public license (Van Houweling, 2010).

3.2 CC-plus licensing

Creative Commons has also responded to the needs of platforms and created a protocol for adding additional agreements to the CC license. The Creative Commons Foundation has responded to the challenges posed by commercial licensing and offered the CC-Plus protocol in 2007. The CC-Plus protocol enables a copyright holder to license work with Creative Commons and at the same time specify, for example, a broker that would handle rights that go beyond the scope of a Creative Commons license. In this case the standard CC framework might be extended to an additional platform-specific set of permissions in order to facilitate commercial usage of content. It is done through attaching additional conditions to the CC license.



As shown above, on a platform the CC-Plus protocol is visible as an added link with “more permissions” next to the traditional Creative Commons visual identification. The link, leading to the site of a broker permits acquiring rights for commercial reuse, for a fee or under certain conditions, specified by the third party provider. CC-Plus protocol is intended to provide the author with the possibility of commercialization of work, at the same time propagating standard CC-permissions given to the work. As the CC Foundation has put it: “The architecture of the CC-Plus scheme enables a commercial economy to coexist with, or be grafted onto, the sharing economy created by the Creative Commons system.”¹

¹ <https://wiki.creativecommons.org/images/c/cb/Ccplus-general.pdf>



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The CC-Plus was adopted by a number of enterprises in the audio industry.

The biggest advantage of this framework is enabling broader commercialisation of content. The major application of this protocol was undertaken by three major organisations distributing music: Jamendo, Beatpick and Magnatune. Even though the two former organisations gave up using CC-Plus and changed the way they handle licensing, referring to their CC-Plus applications provides a very informative guideline. All of the three platforms have shared tracks under a standard Attribution Non-Commercial Share Alike license, which opened the possibility of purchasing tracks for commercial application, under specific circumstances, specified in the contracts between the owner and purchaser.

FEATURE	BEATPICK	JAMENDO	MAGNATUNE
DRM protections	No	No	No
Re-download option	Yes	Yes	Yes
Free non-commercial use	Controlled and, in certain situations, not available	Yes	Yes
Artists' revenue	<ul style="list-style-type: none"> • 50% of the earnings made by a track; • 100% of backend royalties. 	<ul style="list-style-type: none"> • 90% (at least) of the donations; • 50% of the website's advertising revenue; • a share of backend royalties. 	<ul style="list-style-type: none"> • 50% of the sale price of each album; • 50% of any commercial sub-licensing; • 50% of merchandise profits.
Commenting system	No	Yes, very developed	Yes, but limited
Licenses	Standard license: Creative Commons 'Attribution Non-Commercial Share Alike'	Choice among one of the six Creative Commons licenses or a Free Art license	Standard license: Creative Commons 'Attribution Non-Commercial Share Alike'
Exclusivity of the agreement	No	No	No
Possibility of termination of the agreement	Anytime	Anytime	5-year commitment required

A short comparison of the three applications of the CC-Plus protocol (valid for 2010) (source: Russi, 2011, p.132)

Popularisation of the CC-Plus protocol has stimulated several arguments pertinent to the discussion on the directions of the commercialisation of work licensed under CC. A short outline of these arguments (some of them might apply to other ways of handling commercial application of CC) include:



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- CC-plus further stimulated the “erosion of superstardom effect” (Russi, 2011). Besides recognised artists with a well-known position in the industry, the other groups of creators, such as amateurs, students or developing professionals, might find this way of licensing their work as a way of commercialization and establishing their recognition, thus chipping away at the domination of the scene by superstars.
- CC-plus set limits to the exploitation of works. Even though Creative Commons provides the freedom to exchange content, critiques point out that it largely relies on free work shared by the artists without compensation. CC-Plus adds a commercial dimension to it and gives the possibility of remuneration.
- decreasing “information costs” for third parties interested in creating derivative works, such as facilitating the process of seeking commercial permissions.
- exclusivity: CC licenses are of no use to individuals who enter an exclusive agreement with an intermediary and then decide to permit certain free uses of their works. Normally, once an exclusive transfer of rights has taken place, it is not possible for an author to sign other agreements with third parties, even if the subsequent agreements involve non-commercial use of the work. The CC-Plus protocol provides artists who anticipate such a risk for their own works with an instrument to exploit their works commercially and, at the same time, permit non-commercial free use of their work. (Rossi, 2011: 125-126)
- Certain limitations are also put on artists, some of them being members of societies the collect rights, and perhaps unable to participate in the CC-plus protocol agreements or needing to withdraw from collecting societies.

The Creative Commons Foundation gives a number of use cases for CC-Plus². The protocol is intended to allow the platform to:

- Restrict commercial use with a CC license with the NonCommercial condition, and then use a separate agreement with some party (could be yourself or third-party) to broker commercial rights (licensing, sales, reproduction, etc).
- Require that adaptations are shared with a CC license with the ShareAlike condition, but offer a separate agreement (as above) for parties that do not want to release derivatives under the same license. Similar use cases for offering a private agreement for parties that wish to avoid fulfilling the Attribution or NoDerivatives properties of applicable CC licenses.
- Offer a private agreement for parties that require one (e.g. for institutional policy or insurance reasons), even if their use would be within the scope of the public license grant.

To conclude, the CC-plus protocol has strong potential for its application due to its flexibility. Clearly the CC-plus protocol might be bypassed by introducing separate licensing. The industry players, such as Jamendo, have dropped it for reasons connected to changes in their business strategy, such as decreasing interest in promoting CC, focus on a smaller pool of artists that are internally verified, and the development of their own contracting policy at the top of CC license. Currently the recognition of the CC-plus protocol is rather low in the industry.

3.3. New type of license (Sampling license)

Because existing licensing frameworks do not explicitly specify what types of commercial use might be made from CC content, a growing pressure from the community has led to the creation of a new type of

² https://wiki.creativecommons.org/wiki/CCPlus#Easy_CC.2B_Markups



license, Sampling License 1.0. It was intended to facilitate the reuse of fragments of work (samples) for new compositions. The framework responded to the growing number of questions, such as the issue of re-using only a few sounds of a song, like a fragment of a jazz drum solo used in a hip-hop loop. The new license facilitated reuse, in its most liberal version allowing the commercial application of the derivative work.

Initially the CC Foundation introduced a single license:

- **Sampling License (retired mid-2007)**

The Sampling License did not permit any verbatim distribution, but, on the other hand, it permitted the commercial use of licensed works, provided they were used transformatively. The intention was to open up a new field of remixing, at the same time ensuring full protection of the original work (and not allowing its broad sharing through platforms or p2p networks). The framework turned out to be very difficult to handle, especially for content providers, such as CC mixer, which initially share the full work that can be sampled. For this reason a new Sampling Plus framework was introduced, which allowed non-commercial sharing of verbatim files, in addition to permission of commercial use of transformed works:

- **Sampling Plus 1.0 - retired 09-2011 (used by Freesound)**

As Creative Commons' blog explains, the Sampling Plus 1.0 provoked additional problems:

This process resulted in one of the oddities that made it very hard to remember how Sampling+ worked: it only allowed non-commercial verbatim sharing, but at the same time, it allowed commercial use if transformative. This is one instance in which CC's practice of developing a [simple machine-readable description](#) of its licenses alerted us that something was amiss. The flat CC REL statements permits Distribution and prohibits CommercialUse would not be adequate for describing Sampling+. We were forced to define a new permission, Sharing, which we defined as non-commercial distribution. This allowed us to say Sampling+ permits DerivativeWorks and leave out prohibits CommercialUse, which would be too broad. This exercise wasn't enough to stop Sampling+, but it did highlight another (in addition to helping computers facilitate discovery and use of licensed works) use case for machine-readable license descriptions – informing the development of licenses (and other legal tools; such an exercise was helpful in defining the scope of the Public Domain Mark) themselves.³

In addition to these problems, some artists wanted to permit non-commercial usage of derivative work so another framework was introduced: **NonCommercial Sampling Plus 1.0 (retired 09-2011)**.

The series of Sampling licenses, even though they improved over time, have had one significant element that made their usage problematic. The difficulty came from settling the interpretation of how deep the work's transformation needs to be in order to be in-line with the license. The confusion that this framework has caused has led to a number of issues. The first was related to misunderstanding the licensing terms. Below, an exempt from Sampling Plus 1.0 license terms, which were intended to clarify the possible scope of reuse permissions:

Re-creativity permitted. You may create and reproduce Derivative Works, provided that:

³ <https://creativecommons.org/2011/09/12/celebrating-freesound-2-0-retiring-sampling-licenses/>



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1. *the Derivative Work(s) constitute a good-faith partial or recombined usage employing "sampling," "collage," "mash-up," or other comparable artistic technique, whether now known or hereafter devised, that is **highly transformative** of the original, as appropriate to the medium, genre, and market niche; and*
2. *Your Derivative Work(s) must only make **a partial use** of the original Work, or if You choose to use the original Work as a whole, You must either use the Work as an **insubstantial portion** of Your Derivative Work(s) or transform it into **something substantially different** from the original Work. In the case of a musical Work and/or audio recording, the mere synchronization ("synching") of the Work with a moving image shall not be considered a transformation of the Work into something substantially different.*

We have marked the controversial elements of this license. Due to usage of highly imprecise terms, such as "highly transformative", "a partial use", "insubstantial portion" or "something substantially different" the license was unclear and provided a lot of space for interpretation. Both content users and copyright owners faced difficulties understanding the license. Moreover, for some very short samples (e.g. sound of thunder), the "highly transformative" "partial use" clauses have significantly limited the way in which sounds could be re-used.

Moreover, as the Creative Commons Foundation has outlined on its blog⁴, both Sampling and Sampling+ licenses also had a complete prohibition on advertising and promotional use (except for promoting the work and artist themselves), which resulted in four major problems:

- 1) *prohibition of a broad class of uses greatly limits the value of the commercial use permission, and considering "promotional", even many otherwise non-commercial uses;*
- 2) *what constitutes advertising or promotion?*
- 3) *limitation to non-promotional uses accentuates the question above about what is permitted above and beyond default exceptions and limitations; and*
- 4) *the Sampling and Sampling+ licenses are not compatible with any of the 6 main CC licenses – one can't incorporate a work under Sampling or Sampling+ into a work distributed under one of the 6 main CC licenses, as none of them, even those with the NonCommercial term have a complete prohibition on advertising, let alone all promotional uses.*

Due to the challenge of clarification, the license which was intended to facilitate recreation and collaboration among content creators, was retired. The Foundation does not encourage its usage anymore. Even though the license is retired, the change does not affect any existing licensed work (even though platforms such as Freesound allow changing the license for works licensed with Sample+).

The example of Sampling+ might be read as embodying the issue connected to adding specific restrictions to CC licensing. Even though the motives behind it were genuine and important for the industry at that point, it failed to provide enough precision and openness that most of the CC users and consumers are looking for. From the perspective of ACE, today's CC licensing still lacks the major elements that Sampling+ was supposed to fix, such as:

- Adjusting licensing to different parameters and types of sounds (such as full songs, musical sounds, non-musical sounds);
- Providing precise definition of reuse permissions (how different is a short sample from long sample);

⁴ <https://creativecommons.org/2011/09/12/celebrating-freesound-2-0-retiring-sampling-licenses/>



- Providing a definition of depth of modification.

4 Presentation of licensing and clarification on how to safely reuse content

The framework provided by Creative Commons is a useful innovation in the sphere of intellectual property. It offers practical and user-friendly tools that reinvent the exercise of copyright, as the open source licenses did for software. At the same time, this re-invention might be a source of problems. If the rules and directions are not properly understood by users and consumers, adapting the Creative Commons framework might expose work to threats and risks (Dusollier, 2006). Compared to most open source licenses, the Creative Commons licenses probably are more easily accepted by authors and users because they can understand the licenses' language and can rely on the licenses' compliance with their national law (Dusollier, 2006). However, as both the literature, platform providers and content providers note, licenses are still difficult to be understood by some users. This is why AudioCommons needs to be proactive in disseminating rules of licensing and ensuring proper education of users. Considering the problems highlighted in the user survey and observing the current practices on platforms such as Jamendo, in this section we further elaborate on the key-elements identified in Deliverable 3.1. and related to the communication of licensing that needs to be taken into consideration when designing ACE.

This issue is not only limited to the degree of given irrevocable permissions. It also touches respecting the copyrighted work of others. In the audio industry many copyright violations come from unauthorised usage of content, often in the form of re-mixed samples. Identification of content that is part of a larger piece is usually easier to identify, because of the existence of tools such as YouTube's Content ID. Similar tools are based on a procedure of scanning new content against a database of files that have been submitted by content owners. Whenever Youtube's Content ID identifies infringement of copyright, it notifies copyright owners who then get to decide what happens when content in a video on YouTube matches a work they own. Discovering content that was remixed into an original work is however much different and difficult to prove. The violation of this type could potentially have a number of forms, such as: lack of attribution to work available under CC-BY license; mash up of a famous artists' guitar riff, or auto-tuning a voice of a new anchor into a refrain. Many of those issues happen not because of purposeful copyright violation but because of the fact that users often do not understand some of the principles of licensing.

One of the most recognised and disturbing cases of this misconduct related to CC licensing has been a case of a sixteen year old Alison Chang whose picture was used in Virgin Mobile's Campaign. The advertisement campaign used a fragment of her picture and added the insulting caption, "Dump Your Pen Friend". The picture was taken by Alison's youth pastor and uploaded to Flickr with a CC license that allowed for commercial use. The person who took the picture has not sought permission from Alison or her mother, thus violating their privacy (Pletcher, 2009). The case is a perfect illustration of how misunderstanding the basic rules of copyright by an amateur content creator might lead to serious and harmful issues.

In the design of the ACE we will use three elements of CC licensing that will be incorporated into the system in order to serve multiple functions:



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- human-readable language (the Commons Deed), which sets out the key aspects of the license in a language that is universally intelligible, will be visible on each work's page and signaled through CC logotypes.
- lawyer-readable language (the Legal Code), which has been developed by the lawyers from Creative Commons, could be accessible through links redirecting to licensing pages of CC.
- machine-readable language (the Digital Code or metadata), which enables search engines to identify the licensed work, which will be used by plug-ins and that could be integrated with a transactional protocol enabling machine-to-machine transactions.

The basics

Both content providers participating in the AudioCommons initiative, Jamendo and Freesound, report that many of their users face serious difficulties understanding the CC framework. This touches very fundamental issues connected to the application of licensing. This is why we suggest that AudioCommons takes steps and through educational material (such as visually attractive infographics or videos) informs about the most basic issues involving CC and copyright for content creators⁵:

1) Lack of remuneration: users will not be paid as the CC framework (in its basic version) does not provide any kind of remuneration;

2) Users cannot both make exclusive deals and grant Creative Commons licenses. Creative Commons licenses are non-exclusive, thus permitting public users to freely exploit copyrighted work upon compliance with the licensing terms. This rule applies to two main situations (Hua, 2014):

- a) Once a particular work has been **exclusively licensed** to a third party, such as, a conventional publisher, or a collective licensing society, the author can no longer place the same work under a non-exclusive Creative Commons license.
- b) Once a work has been placed under a non-exclusive Creative Commons license, the author can no longer grant an exclusive license to anybody else.

3) Irrevocability: once a Creative Commons license has been granted by the author, it cannot be revoked. The effect of the license will not expire until the end of the copyright term of protection. The copyright holder cannot stop the continuous use and exploitation of his/her work, as long as the use and exploitation does not violate the terms of the license.

Hua (2014) specifies even further aspects of irrevocability:

The copyright holder also cannot remove the licensed work from circulation, regardless of the type which can be either a copy of the individual or in a collection, or a copy of the derivative work created based on the original work. The choice of the copyright holder to place the same work under other non-conflicting Creative Commons licenses will not influence the effect of the current license in use.

⁵ Creative Commons, FAQ, What if I change my mind, <https://creativecommons.org/faq/#what-if-i-change-my-mind-about-using-a-cc-license>



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As CC-license content disseminates quickly, once Creative Commons licensed copies are made available, they will generate more licensed copies, and it will be too late to call them back.

4) Users will not receive any help from Creative Commons if the rights they retained are violated. Creative Commons does not provide any means to vindicate the author's rights if the user of a work placed under a Creative Commons license violates any of the rights retained by the author, such as the right of name attribution and/or of commercial exploitation.

Even though those elements might be considered limitations, it is also worth emphasizing the basic advantages of CC framework based on:

1) simplicity of standardized terms of CC licensing: their corresponding simplicity of selection of which rights to grant and which to retain with regard to an individual work allows control of copyrights granted to work that is to be shared in the internet;

2) instant authorization of the permitted uses to any member of the public accessing the licensed work, which means that any user interested in the work will understand the license and be able to use it right away (without seeking permission or contacting the author)

3) increased potential for broad distribution of the work: because of the ease of location of Creative Commons, licensed works might reach a broader audience through certain search engines and platforms the work, for instance allowing new types of co-operations or increasing author's recognition.

CC Visual Identification on a Work's Page

The principal way of communicating licensing to the user will take place on each work's page. Many platforms hosting CC-licensed content use the visual identification of Creative Commons Foundation and communicate licensing through the standard set of symbols and fonts, redirecting to CC-hosted pages explaining licensing (such as: <https://creativecommons.org/licenses/by-nc-sa/4.0/>). Adapting this way of communicating permissions ensures the broadest recognition among all groups of users, who might already be familiar with CC framework. This way of licensing permissions might also appeal to the group of advanced users identified in the survey in Deliverable 2.1. Below, an example from CC-Mixer.



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Vah Vaow ft. Heidi Vogel
DJ Vadim

Another track from DJ Vadim's new album!

Written by: V.Peare / Heidi Vogel / J.Thompson

Heidi Vogel Vocals
Ben Dawson Viola
Miles Clinton James Guitar
Jane Dawson Violin

Uses samples from...

Samples are used in...

- Dance like a Maniac ft Sybil Smith VS DJ Vadim Reiswerk
- Vah Voaw Reiswerk Remix Reiswerk
- Vah Voaw Remix by Mseq NiGID

expand all

Overview

featuring Heidi Vogel, Ben Dawson, Miles Clinton James, Jane Dawson

uploaded Mon, Nov 26, 2012 @ 3:03 PM

license

BPM 92

tags peng_bass electronic soul

Communication of Licensing and Permissions in CC-Mixer

Verification of Ownership

Another procedure commonly adopted among platforms is a form of mini-survey, based on a series of simple questions aimed at verifying ownership and identifying suitable license.

Koscik and Savelka (2013) point at the most fundamental issues connected to ownership:

First of all, the following questions should be answered:

"Am I the sole author of the work?,

"Have I ever licensed the work exclusively to anyone?,"

"Have I created the work outside of my employment?."

If any answer to such a question, the list of which has been provided is far from being exhaustive, is 'no' then a question as "Do I have the permission of the respective right holder to license the work under Creative Commons?" should always follow.



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And only in situations one is absolutely sure she holds all the rights necessary to license the work she should eventually do so. However, if the licensor has any doubt regarding her rights to license the work she should not make the work available for others. The reason for such a defensive approach is quite dear and has been already mentioned above - once a work is licensed under one of the Creative Commons licenses it is virtually impossible to prevent its further sharing under the license, even if it has been proved that it does cause a copyright infringement. By such an act one does not only severely violates the rightful holder's copyright but also creates a risk that another user, who relies on the Creative Commons, will infringe copyright as well. If such users will be sued by copyright owners, the reputation of the Creative Commons project will be damaged.

Double checking the rights ownership through a set of simple questions also requires creating a simple and understandable query; otherwise a user might just be ticking off the required fields without carefully reading them.

For instance youtube.com used to ask the following question, located at the top of the counter, in extremely noticeable bold text: **"Do you own ALL the necessary rights to your video (this includes, but is not limited to, audio, video, images, and text)?"** As numerous analyses prove (Leicester, 2011), such a way of communication might be too general, unspecific and misleading as creators might either not be aware of their ownership or are aware of the fact that they do not own all the rights to their videos because they respectfully understand that they incorporated copyrighted material but also acknowledge that they lacked any intent to hold out the entire video as their own work.

However making the issue of ownership visible prior to upload might be treated as a reminder or an impulse of acquiring additional knowledge of it. ACE should inform about those requirements and direct to pages informing of ownership rights and legal risks connected to misconduct. Educational actions, specific to the Audio Industry and led by AudioCommons might facilitate this process.

Even though problems of ownership can not be avoided, most platforms permit the so called "DMCA removal", a fast-track request to take down content that violates copyrights. AudioCommons should also provide a fast-track removal to prevent cases of misconduct.

Permission Choices

A similar method might be used for matching the appropriate license type with actual user permissions - as there might be a dissonance stemming from insufficient understanding of licensing rules. As the licenses are irrevocable, it is important to ensure that they match the actual intentions of content owners. A good example of doing so is Jamendo which uses three questions that at a very basic level put attention to the key elements of licensing: commercial reuse, modifications and sharing under the same license.



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Andrei Ki

Edit track

Information Lyrics Artwork Credits Tags & Metadata License

Allow commercial use for free

yes no

Allow modifications

yes Yes, as long as others share alike no

CC BY

CANCEL OK

Jamendo's Permissions Window

In the context of ACE, the range of these questions might be extended. If for instance the ACE incorporated a model based on creating an audio marketplace, allowing commercial usage after paying a fee, this type of service could also be part of the short survey.

License calculator

We have outlined the idea of a license calculator in D3.1. It would provide the possibility of informing the user of reuse permissions of a group of samples. If, for instance, a user downloads a package of 15 audio pieces, it would be recommended to inform the author of the permissions concerning the whole package. In a similar way to Freesound, the user's account might also register downloaded samples and give the possibility of choosing some of them and displaying the permissions connected to re-licensing. For instance, the author combines several pieces and would like to quickly find out if the song created from those pieces might be used commercially.



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GPL v3	GPL is the most widely used free software license and has a strong copyleft requirement. When distributing derived works, the source code of the work must be made available under the same license. View full license »
Required	● License and copyright notice ● State Changes ● Disclose Source
Permitted	● Commercial Use ● Modification ● Distribution ● Patent Grant
Forbidden	● Hold Liable ● Sublicensing

License chooser by Github (<https://github.com/blog/1530-choosing-an-open-source-license>)

Commercial Re-use

Many users of Creative Commons licenses also struggle with fully understanding the difference between commercial and non-commercial reuse, defined in Creative Commons legal code. The passage cited below might not be fully understood by users thus it might require providing examples and clarification.

Again, an extract from CC license framework explaining non-commercial reuse:

Not primarily intended for or directed towards commercial advantage or monetary compensation. For purposes of this Public License, the exchange of the Licensed Material for other material subject to Copyright and Similar Rights by digital file-sharing or similar means is NonCommercial provided there is no payment of monetary compensation in connection with the exchange.

This clause (and lack of specifying clauses for commercial reuse) signifies that a user needs to understand that commercial reuse excluded in this clause includes situations such as sharing a song on youtube.com with youtube's advertising campaign; mixing a song with video and using it in a commercial television campaign; or using it as a background music in a shop.

Attribution mechanisms

In addition to the license calculator we believe that AudioCommons should shape the way in which attribution is done in the audio sector. We believe that ACE should facilitate attribution mechanisms, both machine- and human-readable. If, for instance, a user ingests a new remix of sounds from the ACE, it would be highly desired if the attribution was automatized and the authors could be informed of re-usage and be given the possibility of accepting / changing license permissions after a request. The automatization of this process could be happening on multiple levels: from integrating attribution with the user's account to automatizing attribution in plug-ins.

Plug-in design

Part of Objective 3 of the AudioCommons project is building tools that can consume the content and be embedded in existing creative workflows. The first embeddable tools for the ACE will be developed by the industry partners of the consortium, and they will include two audio plugins (developed by Waves



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and AudioGaming), add-ons for a well-known open source Digital Audio Workstation (also developed by Waves) and a web interface for accessing music pieces of the Audio Commons Ecosystem (developed by Jamendo). This signifies that developed plug-ins or add-ons for existing software will also need to include licensing.

Some of the features that they might need to address include:

- metadata-based search using license type,
- license chooser for a new sound piece ingested into the ACE,
- license “calculator” displaying license options for a new publication (considering permissions given by samples used in the DAW but also excluding or verifying if any of them are not muted).

Browsing content by license type

Another commonly adopted way of clearly communicating licensing is creating dedicated pages that allow access to material browsed by the particular license or types of permission. Most platforms that have adopted the CC-framework have created these pages. Below, an example from flickr’s Creative Commons page. It is noticeable that the site extensively uses both the logotypes and names of licenses in order to clarify the types of licensing of particular works.

The screenshot shows the Flickr Creative Commons page. At the top, there is a navigation bar with the Flickr logo, 'Sign Up', 'Explore', and 'Create' buttons. A search bar contains the text 'Photos, people, or groups' and a 'Sign In' button. The main content area is titled 'Explore / Creative Commons'. It features a section for 'Attribution License' with 71,804,644 photos, 'Attribution-NoDerivs License' with 20,765,868 photos, and 'Attribution-NonCommercial-NoDerivs License'. Each section includes a grid of representative photos and a 'See more' link. To the right, there is a 'Creative Commons' logo and a 'Briefly...' section explaining the meaning of Attribution, Noncommercial, and No Derivative Works licenses, each accompanied by its respective icon.



5. Future Directions

Imagine an iTunes- or Spotify-type interface through which music programmers could look up songs and specific prices for various uses. Or songs could be searched by price, among other features. Commercial music purchasers may select songs and know individual prices with virtually the same ease that they currently enjoy in making their programming selections. This would allow for much more variety of music use and distribution than we currently have. Members of the industry are very interested in building transformative business models for delivering music. (Blacc, Manta and Olson, 2015)

AudioCommons has a potential to reshape practices in the industry and establish a new type of service, fostering collective creation and developing multiple sectors of the creative industry. As the passage above illustrates, existing scholarly debates (as well as discussions among practitioners), put a demand on facilitation of commercialisation of content, as well as easy access and permissioning of commercial use among different actors and stakeholders. We believe that this observation also applies to open content in the audio industry. In order to make AudioCommons take part in this process, there is a need to prioritise several elements, connected to the layout of licensing and possible commercialization of content.

ACE might integrate multiple platforms with different payment systems. Even though currently only Jamendo's content is commercialised, it might be necessary to think about a situation where multiple platforms intermediating in sales of content enter the ecosystem and allow not only access to the content but also commercialisation of it through the ACE. In this situation, AudioCommons could become a platform intermediating these sales (as an addition to facilitating free exchange) through:

- (1) redirection to content providers' platform payment pages where a purchase of a single song is possible;
- (2) mediating contact between artists and buyers; allowing simple negotiation, providing contract templates integrated with payment system (and realised on content providers' pages)
- (3) given an extremely high potential of machine-to-machine transactions, ACE should also provide directions of regulating supply of sounds through either selling of multiple pieces and/or providing a machine-usable interface. We hope to find a partner to develop new protocol in order to facilitate complex reuse scenarios of audio content, such as procedural content generation, machine-to-machine transactions, and queries in game engines and algorithmic exchange of permission data from procedurally generated content.

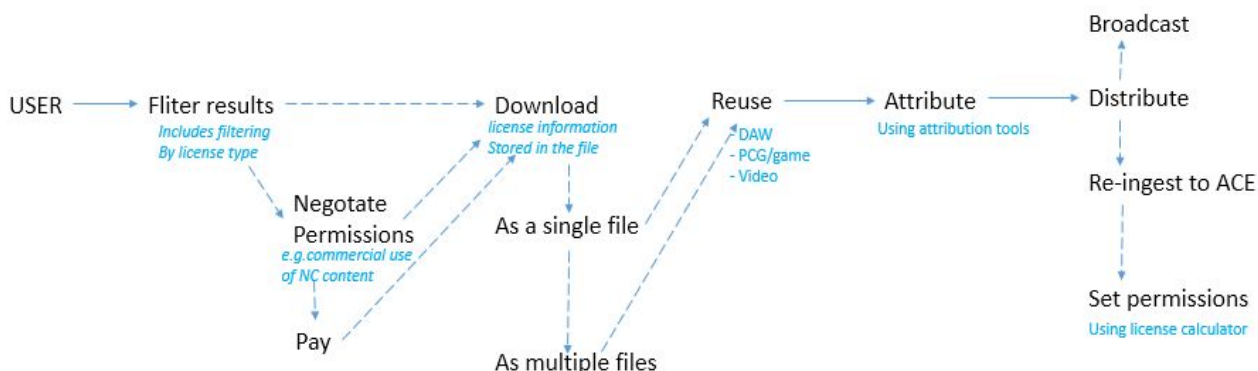
The role of ACE within this domain is to play an important part in handling possible risks connected to commercial consumption of content. ACE should store information about content regarding content's origin, modifications within the ACE and description (acquired through ACE and provided by the user). To control the prominence of content ACE should contain a system of credibility building for artists, which could support decision making. This could potentially improve risk management related to



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commercial re-use of content that the uploader did not have rights to. This information will need to be stored in metadata in a structured way to create a data set.



Use Case: Licensing in the ACE

As depicted on the graph above, the role of ACE in the domain of licensing ought to concentrate on the following functions:

- To provide norms for licensing and re-licensing of new content available through content providers,
- To facilitate filtering particular types of content under a particular type of license in the ACE,
- To enable commercialization of CC content by for instance:
 - Facilitating negotiation of commercial usage of content under a CC license (via content providers),
 - Creating channels for machine-to-machine negotiation for usage of this content.
- To facilitate storing license information in metadata (both for single and multiple files), which could be utilized in existing workflows, for instance in order to determine under which license a derivative could be shared.
- To improve licensing of derivative works by making attribution process automatised (using metadata or history of downloads),
- To facilitate setting permissions on derivative works.



5 Conclusion

In this deliverable, we complemented findings of Deliverable 3.1. by adding license-specific information that should be taken into consideration when designing and integrating Audio Commons content in the existing workflows. The present document addressed the Creative Commons framework and provided documentation with different use cases that exemplify content reuse scenarios, especially in the context of commercial reuse.

We outline different licensing rules and show how they can be applied and expanded in the context of the ACE. By doing so, we give special consideration to commercial reuse of Creative Commons content. We provided an outline of Creative Commons license types and explained user actions in the context of commercial re-use. We considered three models of the commercial reuse procedure in the context of licensing. We started from a separate licensing model, based on platform-specific contracts with individual content creators. Then we described adoptions of the CC-plus licensing framework and analysed the licensing framework facilitating commercial reuse proposed by CC - Sampling license.

We also showed the ways of communicating licensing and intellectual property issues to ACE users. Drawing on the examples from the industry we showed how CC-licensing might be displayed in an understandable manner and outlined the multiple aspects of user education and ways of ensuring that the licensing framework is fully understood. Within this subject, we also address the license-specific features of plug-ins and add-ons developed in the project.

This deliverable is part of the WP3 work package. Other deliverables that will be created under this work package will define procedures that explain to content creators, content providers, tool developers and content users how to interact with the ACE (e.g., how to publish their content, how to consume it, how to license, i.e., how to become "Audio Commons Ready") and facilitate research on emerging business models and long-term sustainability models for the ACE. This document also provides additional information with regards to licensing for WP2, concentrating on building the Audio Commons ontology and Audio Commons API.



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