

**succeed** 

**Public-Private Partnership  
Experiences**

**The British Library**



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## Introduction

The British Library (BL) has developed mass digitisation partnerships with a range of publishers over the past 10 years. These include Cengage Learning, DC Thomson Family History, Google and others. The material digitised ranges from early English books (1500-1700), through electoral registers, to early 20th-Century newspapers.

Mass digitisation of significant parts of our vast collection lies at the heart of the British Library's strategy. Through digitisation we increase access to the collection, make the collections more usable and searchable, create a surrogate copy of content that allows us to minimise over handling of often fragile originals and makes content available in a form that is familiar to the 'born digital' generation.

The ambition is one thing but pretty soon you bump up against the issue of cost. Digitisation is incredibly expensive: for example, we estimate that producing a single page of newspaper content in searchable, digital form would cost us at least 1.2 Euros. To put this into context we have 750 million pages of newspaper content in total. Partnership, therefore, is one way to gain funding for this expensive process.

Here are some thoughts on the issues that we have encountered over the past ten years.



## Ownership

It is vital that the licensor retains ownership of its digital assets. At the BL the primary driver for digitisation is not generation of income (though this is still important) but finding partners and working models that will fund the highly expensive business of digitisation whilst at the same time allowing you to retain control of the asset. This lies at the very heart of what you, as the licensor are trying to achieve – a fully owned digital asset. Under our model, the licensee, having paid for the digitisation, is allowed a period in which to commercialise the content. On expiry of that period (typically between 7 and 10 years), the BL is free to make choices as to how the database might be further exploited. One important consideration for a public institution is to make the content freely available to all.

Ownership (of both the scans and the OCR) then allows the licensor to operate within a virtuous circle in which the process is paid for and the ownership and control lies with the library.

## Technical Standards

The speed, cost and quality of digital imaging gets better all the time.

It is vital to be realistic about what you are doing. If the project involves the scanning of millions of pages of mainly textual material, then the quality of the image that you will require is going to be very different from the short run, high resolution ‘in facsimile’ experience where the object itself is as high in interest as the words.

The operating principle here is ‘good enough’ for the purposes to which the digital asset is being put. In addition, in the light of the huge investments made by the licensee realism must rule and an insistence on boutique digitisation standards for mass digitisation is entirely unrealistic. In this area you really need to listen to what your commercial partner has to say.



## Condition Check

Time invested in a thorough audit of the material to be digitised always pays dividends.

Fragile materials will require special handling; awkward material (e.g. materials that have been tightly bound; materials that are of an odd shape) will also require extra time, care and attention. All of this means that extra time and budget will need to be set aside by the commercial partner. The partner should be encouraged to take a clear eyed view of the project and operate on the principle of digitisation often taking longer than was original anticipated.

## Flexibility of business models

There is no single business model that works for all commercial partners.

Each partner will likely have rather different motivations for getting into a commercial relationship and each will have a preferred model (within the limitations prescribed by the level playing field under the PSI Directive). The driver (and the business model) for a partner such as Google will be different from those of a Higher Education publisher like Cengage Learning.

## Transparency

Recent legislation has changed the rules. Under the Revised Public Sector Information (PSI) Directive (2013) there is a requirement to operate transparently and on a 'level playing field'. This means that contractual terms and conditions will, on the whole, be available for one and all to review. This, coupled with the need for a level playing field means that going forward the licensor will need to be very certain in that what terms are offered to one partner is offered to another. Varying terms and conditions in critical areas such as the length of contract, royalty rates, ownership of the asset, indemnities and so on will be problematic and can be subject to challenge from other licensees if there is significant variance. It is important therefore to be up front about what your terms and conditions are, that these cannot be subject to wide deviation without justification. It seems therefore that we are moving towards greater standardisation of terms and conditions in digitisation partnership projects.



## **Cover Yourself**

You should not be in the business of providing indemnities to third parties. Your partner should assume all commercial risk and it is their responsibility to ensure that they assess all other risks.

In areas such as data protection, re-publication of libel and breach of copyright, the contract should state that rigorous due diligence be exercised by the partner and responsibility for breach lies with the licensee. In addition, where there is the possibility that the interests of a third party may be breached, a vigorous notice and takedown policy should be written into the contract.

## **Maximise access and reuse**

Modern communications encourage sharing, embedding, repurposing and so on of digitised content – indeed this is one of the great benefits of digital content. Many commercial partners will push back hard to restrict reuses to a tiny percentage of the material and to narrow the range of repurposing activities: the partner will see this ‘free’ use as a threat to their commercial model. The licensor should push back equally hard in the interests of the user and seek to maximise the uses to which the materials can be put.

## **Maximise market penetration**

Different publishers may reach different parts of the market. It is quite possible to negotiate a ‘share’ of content where one publisher sells and markets to say the higher education market and another publisher sells to a more general consumer market.

## **You are not the commercial partner**

Having gone to all the trouble of choosing a private sector partner you should allow them to do what they do best: act commercially. There is nothing more aggravating to a commercial partner than an overly controlling public sector partner. On matters relating to sales, marketing, pricing, distribution and so on, the partner must be free to make decisions. Other than three areas (brand, PR and content selection) the licensor is well advised to avoid meddling.



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