



# **DUTCH SOLUTIONS TO CLEAR LEGAL OBSTACLES**

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# A. Stretch existing copyright exceptions to fit your purposes

- “DEDICATED TERMINALS”
- EYE PODS





**B. SEAK OUT RELEVANT STAKEHOLDERS AND TRY TO  
REACH AN AGREEMENT:**

**EXAMPLES FROM DIGITIZATION PROJECT “IMAGES FOR  
THE FUTURE” & VOLUNTARY LEGAL DEPOSIT**



## IMAGES FOR THE FUTURE:

115 MILLION EURO/24 MILLION EURO

7500 TITLES = 3874 HOURS FILM DIGITIZED

7090 FILMS CLEARED:

483 PUBLIC DOMAIN

2479 ORPHAN WORKS



**AIM :**

OPENING UP DIGITIZED CONTENT TO  
THE PUBLIC  
&  
GENERATE INCOME



# CREATION OF A VOD PLATFORM

founded and owned by EYE/Dutch TV  
Archive Sound and Vision/Dutch  
Association of Feature Film Producers



## **Problem 1:**

- no one-stop shop
- no extended collective licensing
- no budget to pay up front

## **Solution:**

**VOLUNTARY EXTENDED  
COLLECTIVE LICENSING**



# Concept of Voluntary Extended Collective Licensing:

- a) Search for rights holders done by EYE
- b) Individual license agreements with producers
- c) Collective license agreement for other right holders with 5 representative CMO's
- d) EYE provides contact information other right holders to CMO's for repartition

# CMO's involved in the deal were:

**buma•stemra**

for music composers and lyricists

*lira*

for (screenplay) writers

**NORMA**

for neighbouring rights (actors, musicians)



for directors

The logo for SEKAM, featuring a small green icon of a person sitting at a desk with a computer, above the word 'SEKAM' in a white, sans-serif font on a black background.

for producers



## CMO DEAL:

- permission for exploitation through the VoD platform of the works of their members
- exoneration for claims from members AND non-members
- members could opt-out
- 10% of all net proceeds off-top went to CMO's
- remaining 90% :
  - 35% for running costs platform/65% for licensor VoD rights
- also applies to public domain and orphan works



## **Problem 2:**

- Permission needed to digitize copyright protected works
- How to generate income

## **Solution:**

- Digitization Agreement

## **Highlights of the Agreement:**

- no OBLIGATION to digitize
- rights holder gives permission to make copies: analogue and/or digital
- copies made by EYE are and remain property of EYE
- no transfer of copyright, but rights holder gives permission for museological use

- rights holder can buy copies from EYE in all sorts of formats
- if rights holder ( or third party) exploits these copies, EYE receives a contribution towards the digitization costs made
- after the digitization costs have been repaid, rights holder pays EYE a contribution towards preservation costs



- applies to all sorts of films including in and out of commerce and amateur film
- agreement can be with all types of right holders including heirs



FOR EXPLOITATION BY EYE:

ADDITIONAL AGREEMENT

VoD

Clips Licensing

etc.





## **ADVANTAGE:**

FROM PROCEEDS DIRECTLY RECEIVED BY  
EYE WE CAN DEDUCT AMOUNTS DUE FOR  
DIGITIZATION AND/OR PRESERVATION



## **Problem 3:**

no legal deposit

## **Solution:**

voluntary “legal deposit”

## **Cooperation between Dutch Film Fund & EYE:**

- in subsidy agreement between Fund/Filmmaker obligation to give film to EYE
- incentive: “declaration” from EYE to receive last subsidy installment
- declaration only given if material is complete and in good order

## **ADVANTAGE:**

- EYE receives all the latest Dutch Film productions in the best possible format
- Donation agreement with filmmakers allows EYE museological use of the films



## **CONCLUSION:**

despite growing awareness, not much expected  
on legislative level, apart from further  
harmonizing existing exceptions



Urging film archives to stretch these existing limitations and exceptions and where this is not enough be creative and seek out relevant stakeholders