



Data Recipient Best Practice

Metadata Licenses

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June 2025 Version 1.0

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Disclaimer:

Please note: The information provided in this document is intended for guidance purposes only. Those involved in the creation, collection, management or distribution of product metadata are strongly advised to seek guidance on compliance with the business policies of their respective organisations.

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1. Introduction

So much of the business that we transact nowadays is governed by terms and conditions. Whether it's the purchase of groceries, a digital download or a subscription to a streaming service, the terms and conditions provide a framework that guides how we interact with a business or use a service.

Metadata is no different. The licence is simply a way of limiting to what uses the product information can or cannot be put by the recipient. The two types of licence are described below.

2. Recipients' Use of Metadata:

- a. How the metadata will be used needs to be considered as part of the 'trading partner agreement', when the data sender and recipient are establishing the ground rules for the exchange of metadata. BIC's Trading Partner Requirements document is available separately on the BIC website.
- b. The intended use of the data will govern whether the data recipient requires an express licence or whether an implied licence will be sufficient:
 - i. **An Implied Licence.** If there is no formal, written agreement in place that governs the use of metadata, an 'implied licence' applies. The terms of use are not explicitly defined as part of the trading partner agreement, but the assumption is that the data will be used pretty much 'as supplied', and for 'normal' purposes.

For example, the correction of spelling or grammatical errors, the alignment of data with the recipient's requirements, or corrections of fact (including the removal of marketing blurb from the subtitle field), would be acceptable under the terms of an implied licence. The data recipient might also re-jig the data if their own systems do not have as extensive a set of fields as contained in the received metadata record. Displaying the product metadata to potential buyers on an online bookstore would be an acceptable use, as would use in an in-store product catalogue.

That aside, an implied licence does not offer much wriggle room in terms of what the recipient can do with the data. For example, metadata governed by an implied licence should not be cascaded to the recipient's trading partners or business-to-business customers, nor should it be used for AI training.

- ii. **An Express Licence.** If the intended use of the data is not as narrow as described above, or the trading partner agreement negotiation highlights red flags, such as the redistribution of records by the data recipient or the wholesale modification of the records, then both parties require legal safety by way of an express licence. In particular, BIC strongly encourages the use of an express licence where data is going to be passed on by the recipient to a third party (e.g., by an aggregator or wholesaler).
- c. Both parties need to be clear upfront on what the reasonable use of metadata looks like versus the triggers for a more substantial and detailed express licence.

3. Questions and Reminders

- a. Consider how the metadata will be used by the recipient.
- b. Will the product information be used as supplied?
- c. If not, what does the recipient intend to do with it?
- d. Where will the product information be used?

- e. How will the product information be accessed?
- f. Who will access the information?
- g. Is the data recipient the intended end user of the data?
- h. If not, who does the recipient intend to pass the data to?
- i. Will the data be passed on as supplied?
- j. What constitutes 'reasonable use' of the metadata for the sender and recipient of that data?