

# DSM Directive Survey

Questions for Collective Management Organisations (CMOs)

## Section 2.1: Text and data mining (TDM), teaching exception, preservation exception

*Use of TDM, educational and preservation exceptions (Articles 3–6).*

*For the next few questions please note that the Directive provides for an exception for text and data mining activities conducted for the purposes of scientific research (Article 3) and a general text and data mining exception (Article 4). Rightholders may reserve their rights and exclude their content from the scope of the latter exception.*

**Q11. Are you aware of instances where your members' work was used for the development of large language models / AI models or data analytics?**

1. Yes
2. No
3. I don't know

**Q12. [If Q10, Q11=yes] Can you please elaborate and indicate any concrete examples?**

*OPEN QUESTION*

**Q14. Have you taken any steps to reserve your members' rights ('opted out' of) under the TDM exception provided under Article 4 of the DSM Directive?**

*Instructions: Please select one option.*

1. Yes
2. No
3. I don't know

**Q14\_1 [If Q13, Q14=Yes] Can you explain what methods you use to reserve your rights? Have you encountered any difficulties?**

*OPEN QUESTION*

**Q14\_3 [If Q14=Yes] To your knowledge, have your members' rights reservations ('opt-outs') been respected by commercial TDM beneficiaries?**

*OPEN QUESTION*

**Q15. Have the TDM exceptions impacted your contractual, licensing or enforcement practices?**

*Instructions: Please select one option.*

1. Yes (please explain)
2. No
3. I don't know

**Q21. To what extent has the new teaching exception impacted the licences you offer to educational establishments for the use of your repertoire?**

*Instructions: Please select one option.*

1. To a great extent
2. To some extent
3. To a little extent
4. Not at all

5. I don't know

**Q21\_1 [If Q21=3,4] Can you please elaborate on your response?**

*OPEN QUESTION*

**Q22. What, if any, has been your experience with compensation for use in digital and cross-border teaching activities under Article 5(4)?**

*OPEN QUESTION*

**Q23. What unexpected benefits or challenges have you experienced in relation to Article 5?**

*OPEN QUESTION*

## **Section 2.2: Licensing mechanisms (ECL, OOCW, VoD)**

*The section aims to assess the impact of the Directive on the functioning and use of collective licensing with extended effect, rules on out-of-commerce works, and the Video on Demand negotiation mechanism.*

**Q37. Have you concluded licences for out-of-commerce works as a result of the implementation of the Directive?**

*Instructions: Please select one option.*

1. Yes
2. No, only on the basis of national legislation pre-dating the Directive
3. No, not at all

**Q37\_1 [If Q37=1] What have been the revenues collected by your organisation under these licences and the main costs for your organisation associated with operating this mechanism (e.g., technical setup, data management, identifying / contacting rightholders, administrative costs)?**

*Open numeric question / I don't know*

**Q37\_2 [If Q37=1] Approximately how many licences for out-of-commerce works has your organisation granted since the implementation of the Directive in your country? Please specify what types of works have you primarily licensed.**

*Open numeric question / I don't know*

**Q38. To what extent has the mechanism led to increased legal uses of out-of-commerce works compared to the situation before transposition of the DSM Directive?**

*Instructions: Please select one option.*

1. To a great extent
2. To some extent
3. To a little extent
4. Not at all
5. I don't know

**Q39. In addition to information included on the EUIPO portal, how has your organisation ensured that rightholders, including non-members, whose works are licensed under this mechanism are informed about the use of their works and the possibility to exclude their works from the licence?**

1. OPEN QUESTION
2. No additional information

**Q41. Approximately how many rightholders have informed you that they wish to exercise their right to exclude their works / other subject matter from the OOCWs mechanism since**

**transposition of the Directive? Please provide details on whether exclusions have focused on entire catalogues or specific works.**

1. OPEN QUESTION
2. None

**Q42. Has your organisation concluded any collective licences with an extended effect (CLEEs)?**

*Instructions: Please select one option.*

1. Yes
2. No
3. I don't know

**Q42\_1 [If Q42=Yes] Was the possibility of CLEEs introduced as the result of the DSM implementation in your Member State?**

*Instructions: Please select one option.*

1. Yes
2. No, it pre-dated the implementation of Directive
3. I don't know

**Q42\_2 [If Q42=Yes] In which areas have you implemented CLEEs as a result of the Directive?**

*OPEN QUESTION*

**Q42\_3 [If Q42=Yes] On a scale of 1 to 5, how easy or difficult has it been for your organisation to implement and operate CLEEs?**

*Instructions: with 1 being easy and 5 being difficult.*

1. Slider: 1 2 3 4 5

**Q42\_4 [If Q42=Yes] What are the main benefits of the CLEE mechanism?**

*OPEN QUESTION*

**Q42\_5 [If Q42=Yes] What have been the main benefits and challenges, including costs, for your organisation associated with operating CLEEs?**

*OPEN QUESTION*

**Q42\_6 [If Q42=Yes] Approximately how many rightholders have exercised their right to exclude their works from CLEEs since the transposition of the Directive? Please provide details on whether exclusions have focused on entire catalogues or specific works.**

*OPEN QUESTION*

*For the next few questions please note that Article 8 concerns a mechanism for cultural heritage institutions (CHIs) to make available out-of-commerce works (works that are no longer commercially available through their usual sales channels) from their collections. Article 12 provides that, within well-defined areas of use, where individual authorisation from rightholders is impractical, licensing agreements concluded by collective management organisations may be extended to apply to rightholders who have not authorised that collective management organisation to represent them. Rightholders have a right to exclude their works from both the out-of-commerce mechanism and licences with extended effect.*

**Q48. What unexpected benefits or challenges have you experienced in relation to the Article 8 (out-of-commerce mechanisms) and / or Article 12 (extended collective licensing) mechanisms?**

*OPEN QUESTION*

**Q49. Do you consider that out-of-commerce works made available by CHIs under the conditions of the Directive should be used for AI training purposes? Please explain any measures that you have taken to limit or prevent such uses of out-of-commerce works (e.g. licensing conditions, technological protection measures).**

*OPEN QUESTION*

**Q50. Have you participated in any pre-implementation and / or subsequent sector-specific dialogues organised by Member States on the OOCW mechanism?**

*Instructions: Please select one option.*

1. Yes
2. No
3. I don't know

**Q50\_1 [If Q50=Yes] To what extent did these dialogues improve the following:**

- a) the relevance and usability of the mechanism
- b) effective safeguards for rightholders

*Grid question with the following answer options:*

1. To a great extent
2. To some extent
3. To a little extent
4. Not at all
5. I don't know

## **Section 2.3: Press publisher right and obligations of online content sharing service providers (OCSSPs)**

*Article 15 (press publisher right) and Article 17 (OCSSPs).*

*For the next few questions please note that Article 17 concerns copyright-protected works uploaded by users to an online content-sharing service. The online content sharing service provider needs to obtain the authorisation of rightholders and, under certain circumstances, block or remove unauthorised content. Finally, service providers must put in place a fast and effective redress mechanism for users whose content has been blocked or removed.*

**Q73. Overall, what has been the impact of Article 17 on your organisation or members?**

*Instructions: Please select one option.*

1. Very positive
2. Somewhat positive
3. No material impact
4. Somewhat negative
5. Very negative
6. I don't know

**Q74. Since 2019, approximately how many OCSSPs have you concluded licensing agreements with under Article 17? Have you experienced any changes in this regard?**

*OPEN QUESTION*

**Q75. For your main licensing agreements with OCSSPs since 2019, what has typically been their territorial scope?**

*Instructions: Please select all that apply.*

1. Single Member State
2. Several EU Member States

3. EU-wide
4. Global
5. Not sure / cannot answer

**Q77. Where you do not authorise the use of your members' works or other subject matter by an OCSSP, how do you typically provide the relevant and necessary information needed for the purposes of Article 17(4)(b) and, where applicable, Article 17(4)(c)?**

*Instructions: Please select all that apply.*

1. Metadata or ownership information
2. Reference files or fingerprints
3. URLs or identifiers of specific content
4. Notices submitted through platform notice tools or portals
5. Information provided through a CMO or another intermediary
6. Information provided manually by email or other direct communication
7. We do not usually provide such information
8. Not sure / cannot answer
9. Other (please specify)

**Q78. What is your assessment of the costs associated with providing this information to OCSSPs?**

*Instructions: Please select one option.*

1. Very low
2. Low
3. Moderate
4. High
5. Very high
6. We do not incur identifiable costs
7. Not sure / cannot answer

**Q80. For your main licensing agreements with OCSSPs since 2019, how would you describe their typical scope relative to your members' repertoire?**

*Instructions: Please select one option.*

1. Blanket licence (covers essentially all works / rights represented by the licensor)
2. Mostly blanket, with some exclusions / limitations
3. Limited (specific catalogues / rights / use-cases only)
4. Not sure / cannot answer
5. Other (please specify)

**Q81. In your experience, have OCSSPs updated their content moderation, licensing, or terms-of-service policies to address the presence of AI-generated content on their platforms in a manner consistent with the objectives of Article 17 DSM Directive?**

*Instructions: Please select one option.*

1. Yes, adequately
2. Yes, but insufficiently
3. No
4. Don't know

**Q82. Which specific OCSSP policy responses to AI-generated content, if any, do you consider most aligned with Article 17?**

*OPEN QUESTION*

**Q84. How would you characterise changes (if any) in revenues received from OCSSPs since Article 17 became applicable?**

*Instructions: Please select one option.*

1. Significant increase
2. Moderate increase
3. No change
4. Decrease
5. Significant decrease

**Q85. Have you experienced disputes with platforms regarding revenues, reporting, or the scope of licences since 2019?**

*Instructions: Please select one option.*

1. Yes
2. No
3. I don't know

**Q85\_1 [If Q85=Yes] Can you please provide some details on the disputes that you have experienced.**

*OPEN QUESTION*

**Q86. How would you assess the reporting you receive from OCSSPs on the use of content covered by licensing agreements concluded under Article 17?**

*Instructions: please assess the reporting overall.*

1. Very poor
2. Poor
3. Neither poor nor good
4. Good
5. Very good
6. I do not receive such reporting
7. I don't know

**Q86\_1 [If Q86=1,2] Please briefly explain the main reasons for your assessment.**

*OPEN QUESTION*

**Q87. What unexpected benefits or challenges have you experienced in relation to Article 17?**

*OPEN QUESTION*

**Q91. To what extent does Article 17 remain fit for purpose, in the context of current technological and business developments?**

*Instructions: Please select one option.*

1. To a great extent
2. To some extent
3. To a little extent
4. Not at all
5. I don't know

**Q91\_1 [If Q91=2,3,4] Please elaborate on your response.**

*OPEN QUESTION*

## Section 2.4: Contractual fairness & remuneration

*The section focuses on the provisions of the DSM Directive concerning transparency, remuneration, revocation rights, and alternative dispute resolution (ADR).*

**Q105. Has Article 18 led to an increase in CBAs or collectively managed remuneration in your sector / industry?**

*Instructions: Please select all that apply.*

1. Yes, an increase in CBAs
2. Yes, an increase in collectively managed remuneration
3. No
4. I don't know

## Section 2.5: Other impacts

*The following questions concern the value added by the Directive, as an EU-level intervention, compared to the pre-existing situation in the Member States. Please respond based on your direct experience.*

**Q126. Based on your experience, please indicate one key benefit or value added by the DSM Directive, if any?**

*OPEN QUESTION*

*The following questions concern the efficiency of the Directive and aim to assess the incurred costs of the Directive. Please respond based on your direct experience.*

**Q127. To what extent has your organisation incurred compliance costs because of the Directive?**

*Instructions: Please select one option.*

1. To a great extent
2. To some extent
3. To a little extent
4. Not at all
5. I don't know

**Q128. What is the nature and level of those compliance costs and in relation to which of the Directive's provisions are they incurred?**

*OPEN QUESTION*

*The following questions concern the coherence of the Directive and aim to assess to what extent the provisions of the Directive are coherent with other national or international laws.*

**Q129. How well do the DSM Directive's provisions align with other relevant EU legislation (e.g., GDPR, AI Act, Digital Services Act, Orphan Works Directive)?**

*Instructions: with 1 being not at all aligned and 5 being fully aligned.*

1. Slider: 1 2 3 4 5

**Q129\_1 [If Q129=1 or 2] Please specify any particular laws where you have noticed alignment or conflict.**

*OPEN QUESTION*

**Q130. Have you experienced any legal or practical tensions or conflicts between the DSM Directive as implemented and other national laws in your country?**

*Instructions: Please select one option.*

1. Yes
2. No
3. I don't know

**Q130\_1 [If Q130=Yes] Please describe the tension or conflict and its impact.**

*OPEN QUESTION*