



European Spatial Data Infrastructure Network

Bridging theory and practice

**How to license
spatial data from
many sources**



The ESDIN project

- **A Best Practice Network**
- **Co-Funded by the EU eContentplus programme**
- **30 month project finishing in February/March 2011**
- **Dedicated to maximising the use of European reference data from the National Mapping and Cadastre Authorities**
- **Meeting the demands of the INSPIRE legislation**
- **Consortium of Mapping Authorities and EuroGeographics, universities and private companies**
- **www.esdin.eu**

Licensing aims for the ESDIN project

- **Maximise public and private use of reference data**
 - Pricing levels can probably not be harmonised
 - Getting the same terms for the same datasets is possible
- **Flexible but finite amount of licenses that fit today's and tomorrows products and market**
 - Legal and technical both given attention in ESDIN
 - How to set up INSPIRE services and handle the licensing
- **On-line services not so interesting if it takes months to get a license...**

A new approach?

- **“Problems can not be resolved by thinking within the framework in which the problems were created” (Albert Einstein)**
- **Making common licenses in all details**
 - A lot of time on issues that are irrelevant for the user
 - Inflexible and not sustainable in the long run
- **Harmonise without having to agree on every term**
- **Data will not licensed on exact same terms**
 - Even free data; free only in some countries, or free on different terms
- **One size will not fit all, but all sizes have something in common**

Looking at options for new license models

- **“Traditional” models**
 - **Free with upgrade**
 - Teaser models
 - Pay for full version
 - Pay for over a number of hits
 - Pay for certain types of usage (personal versus business)
 - **Usage based payment**
 - No. of users, hits etc.
 - **Prepaid**
 - Subscription
 - Credits
- **“New” models**
 - **Free with limited options for business use (open data)**
 - Free with limited options for business use (open data)
 - Free until business
 - Free use of certain datasets for a particular software/hardware
 - **Free for end user**
 - If policy requires it
 - Limited type of use
 - Limited content

What do we really need in a license?

- **Grant – what are the license for**
 - Cover intellectual property
- **Liability**
 - As is or more
 - Cover torts
- **Warranties – disclaimers**
 - Have the intellectual property rights
- **Important connection between description of product, and how much you guarantee it to be accurate**

Example: Free of charge and restrictions

- Product/provider description
- *This is a worldwide, royalty-free, perpetual, non-exclusive license to use ... subject to the conditions below.*
- Liability (could include national versions)
... is licensed 'as is' and all representations, warranties, obligations and liabilities in relation to ... are excluded to the maximum extent permitted by law. There is no guarantee given on the continued supply of ...
- Warranties (could include national versions)
... warrants that to the best of its knowledge it has the authority and power to grant the rights granted under this Licence, has no reason to believe that the License could infringe any other entity's rights and is not aware of any claim alleging that such infringement exists.
... does not warrant that the Product will meet the requirements of the User, unless this is stated specifically or follows from national law.
For services: Neither does ... warrant that its operation will be uninterrupted or error free.

So why add more?

- **Identify the licensee**
 - Necessary because of the license type
 - Or because there are other legal restrictions
- **Background law will vary**
 - Common law versus continental law
- **You will want to try and ensure conflicts are resolved in your preferred way**
 - Jurisdiction and conflict resolution measures
- **License needs special restrictions**
 - Time period

What can be added?

- **General description of the actual license**
 - If you need to identify the parties
- **Pricing/payment**
- **Access and delivery**
- **Legal constraints**
 - Personal data, security, etc.
- **Third party involvement**
 - Assignment
 - Subcontracting, sublicensing
- **Jurisdiction /conflict resolution**
- **Breach of contract**
 - Force majeure
- **Period/ termination outside breach of contract**
- **Reference to INSPIRE directive or other SDI regulations**

Finding the right license solution

- A decision tree that can automatically construct license terms
- Standardised parameters and values that will cover the needs of users and providers
- Users can find the same license solution for all similar data sets

Parameter name	Values (examples)
Type Of User	<ul style="list-style-type: none"> • Public sector • Private company
Type of Usage	<ul style="list-style-type: none"> • Internal Use • Value Adding
Type of data or service	<ul style="list-style-type: none"> • Raster • Vector
Type of Price Units	<ul style="list-style-type: none"> • Geographical Area • Number of Users
Access	<ul style="list-style-type: none"> • File Download • API (Including OGC View / Download Services)

Example: Mid scale hydrography

- **Cross-border use - environmental disasters, planning etc**
- **Description of case for the tree:**

Parameter name	Values applicable
Type of User	Public sector
Type of Usage	Internal and External Use
Type of data or service	Vector data
Type of Price Units	Time Period
Access	API

- **Note: Two types of usages have been selected. It means branching off in two directions on the tree and this result in two licenses, but will be the same in all other aspects**
- **Next step is to make license**

License for Mid scale hydrography

- Individual license established through view services

Licensing module	Apply
General description of the actual license	Yes
Grant and related clauses	Yes
Definitions	Maybe
Liability and related clauses	Yes
Pricing/payment	Yes
Access and delivery	Yes
Legal constraints	No
Third party involvement	Yes
Jurisdiction and conflict resolution	Yes
Breach of contract and related clauses	Yes
Period and termination outside breach of contract	Yes
INSPIRE	No

An practical solution integrated with services

- **A wizard that finds the right values for the license parameters**
 - Input customers needs and preferences
 - Output a list of values for the license
 - Need to construct a decision tree
- **A wizard to get a harmonised license**
 - Input values from other wizard
 - Output is a license
 - Adapted by the NMCA if need be
- **To make it a little more concrete..**

Publish

WFS / WMS / ...

WCS

Viewer Client

Find

User already know what they want

Agree

Wizard to make License Agreement
Might “qualify” for a framework agreement

Bind

SHIBBOLETH