

**Maximising
Value**
**Minimising
Costs**

**3 Suggestions on PSI
licensing
interoperability**

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#PSI

#opendata

Luxembourg

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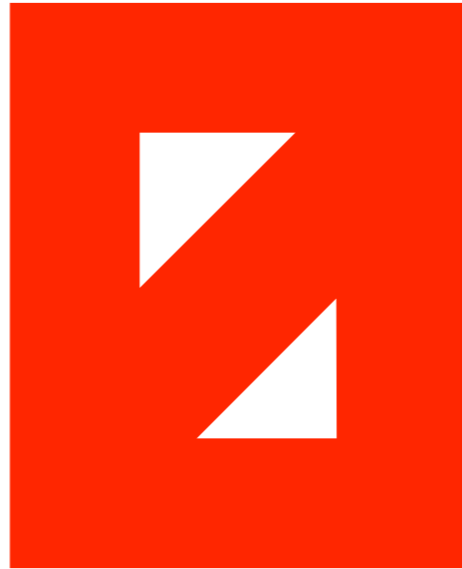
EC PSI Licensing Hearing

LAPSI_{2.0}



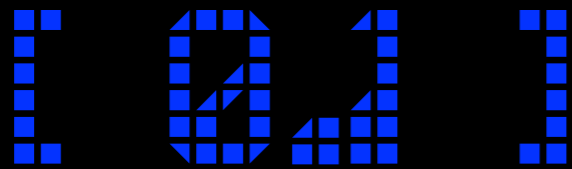
ΕΘΝΙΚΟ ΚΕΝΤΡΟ
ΤΕΚΜΗΡΙΩΣΗΣ

NATIONAL
DOCUMENTATION
CENTRE



open
licensing
is not the
same as
re-use
licensing

UNDERSTAND THE DIFFERENCE



Re-Use licensing:

- may be open or not
- it may operate in parallel to open licensing (with an SLA)
- the license issuer is normally the licensor as well
- it increasingly makes use of APIs

Open Licensing

- is a form of re-use licensing
- makes use of standard licences
- requires minimum transaction costs and maximum interoperability

APIs ToS

[02]

APIs ToS

(Terms of Service for APIs):

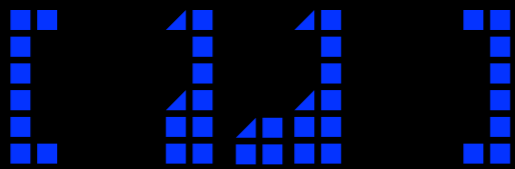
- they include re-use/ open licensing
- they need to be standardised and transparent
- they need to differentiate the ToS from the content licensing part
- they need to also not unnecessarily restrict the PSI re-use
- they may contain Service Level Agreements that also need to be transparent

1

**DO NOT USE
LICENCES!**

What the Directive Allows

Art. 8(1)



“Public sector bodies may allow re-use without conditions or may impose conditions, where appropriate through a licence. These conditions shall not unnecessarily restrict possibilities for re-use and shall not be used to restrict competition.”

Features

Art. 8

[12]

- * Introduce a provisional “PSI as PD” regime

- * Introduce Smart Notices

- permanent position
- versioning
- attribution

- * Registry for copyrighted PSI

- re-used
- open

Public Domain Mark 1.0

No Copyright



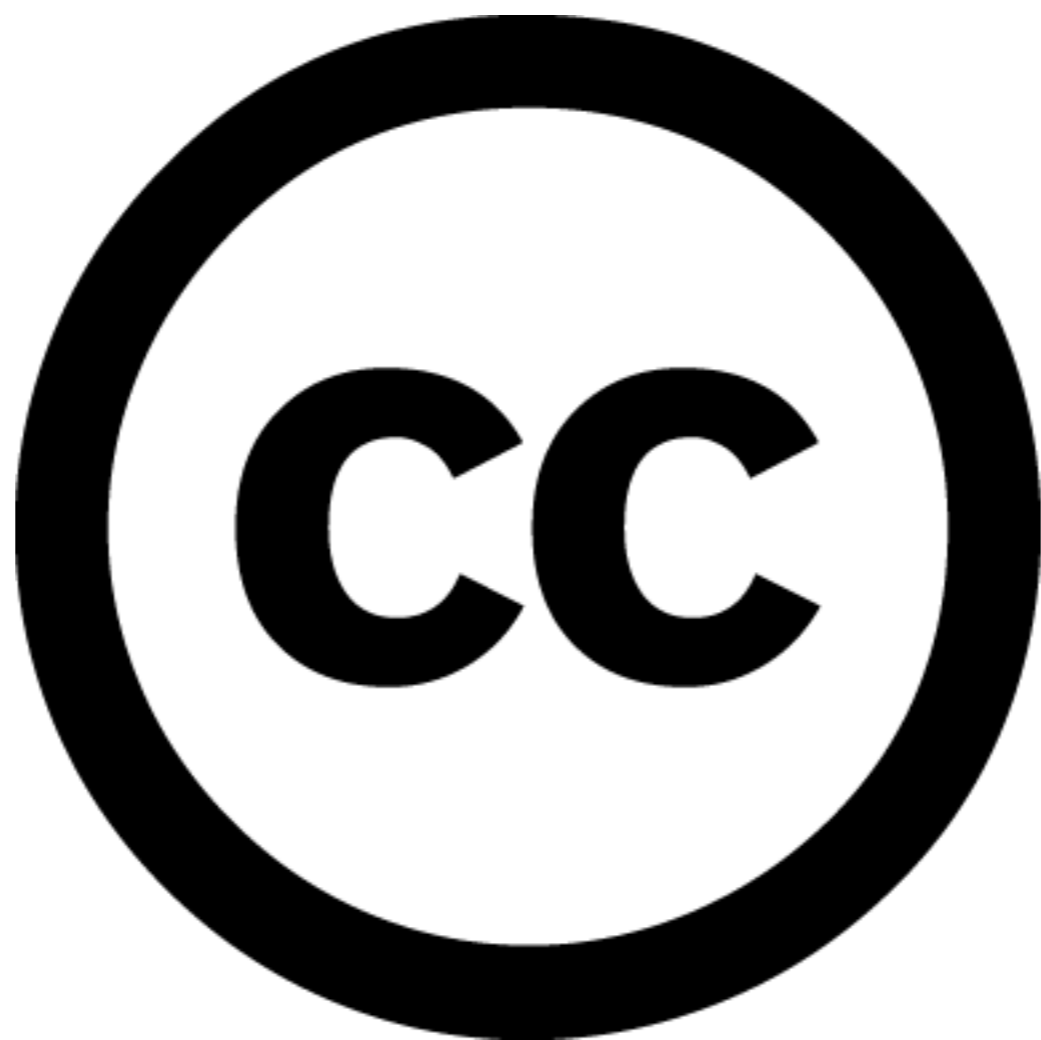
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DO NOT
REINVENT
THE WHEEL

USE
STANDARD
PUBLIC
LICENCES



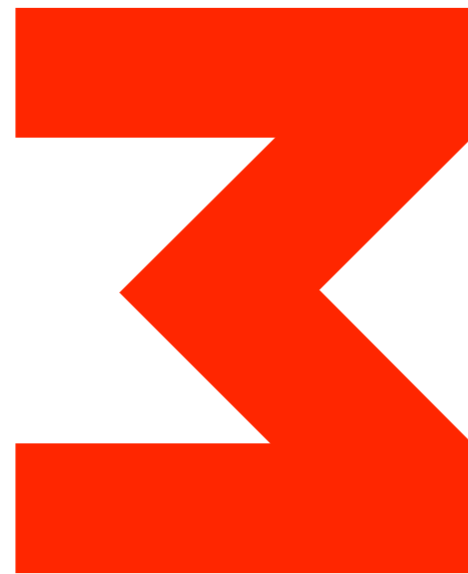
REDUCE
RESTRICTIONS
IN THE
MINIMUM



- Use CC Zero
- **Alternatively** use CC BY

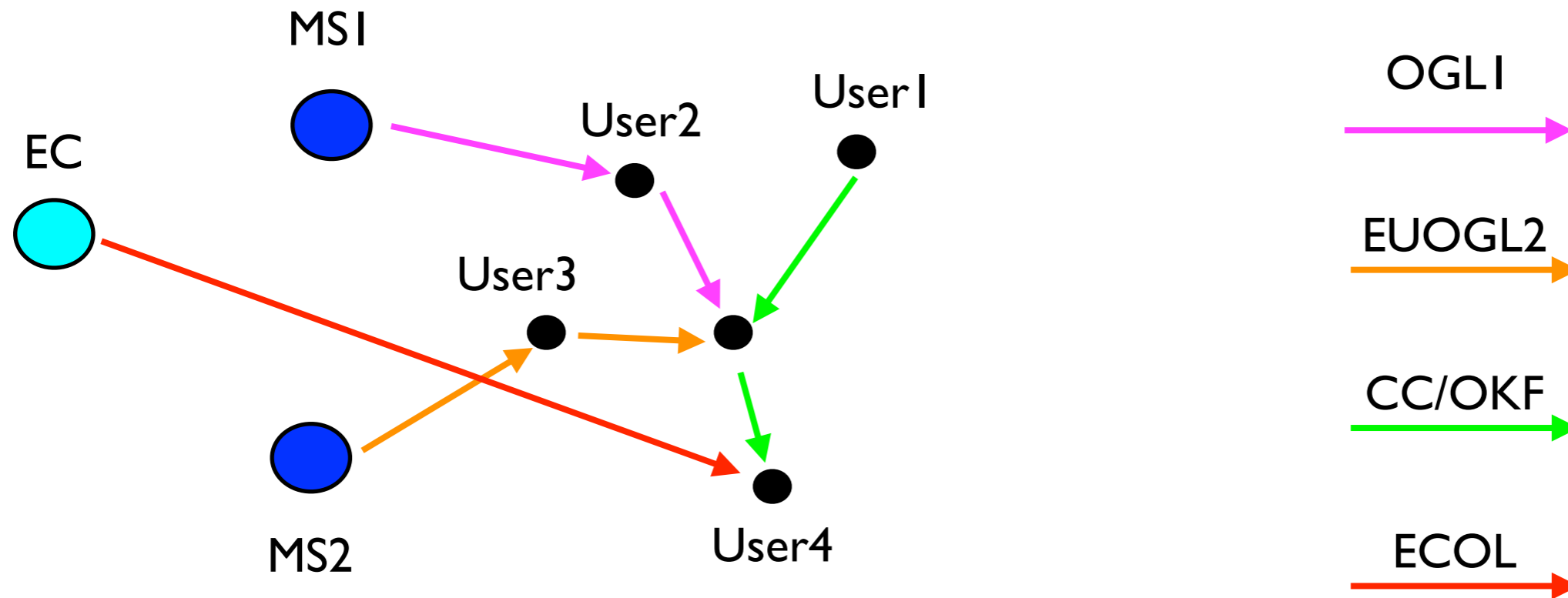
Avoid:

- NonCommercial
(definition issues)
- Copyleft (ShareAlike)
(compatibility issue)
- NoDerivatives
(not really open)
- NoRedistribution
(not really open)



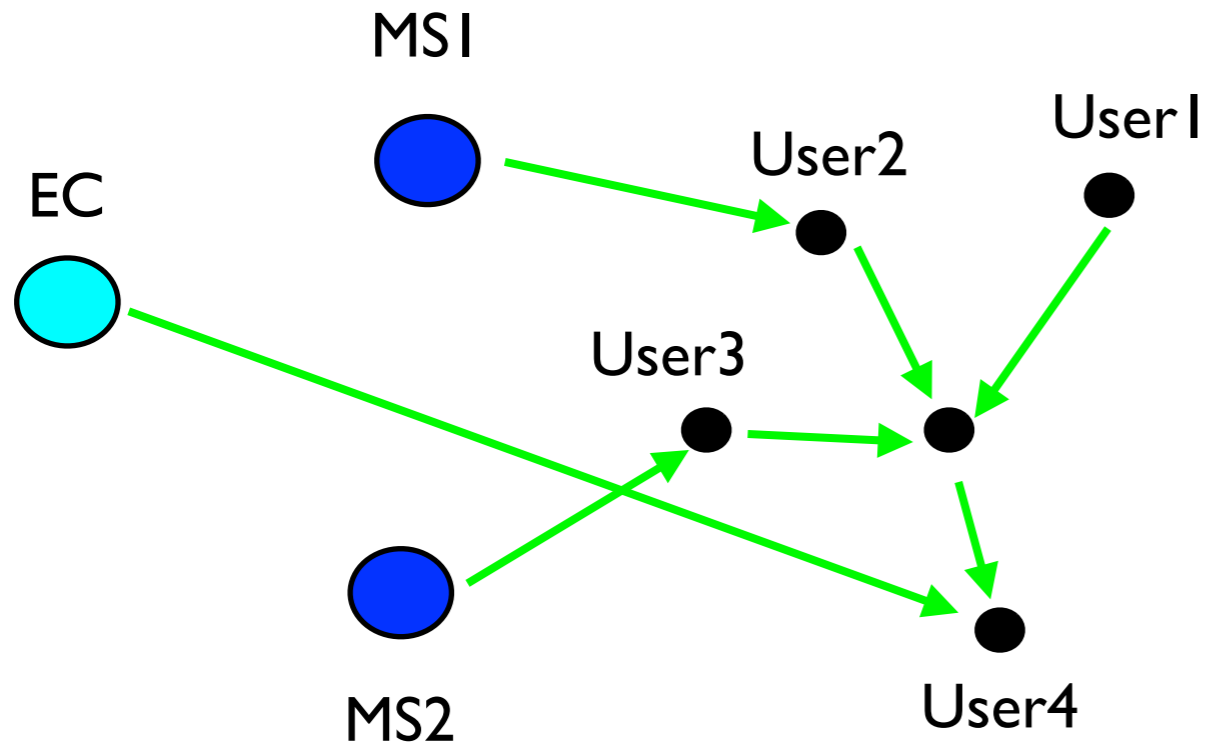
IF YOU CREATE AN
OGL
ENSURE
INTEROPERABILITY

EU Open Licensing Framework Model (current situation)



- * the EC introduces a single EC licence
- * the MS only use their own licences
- * Users use all EC, MS and Open Public Licences

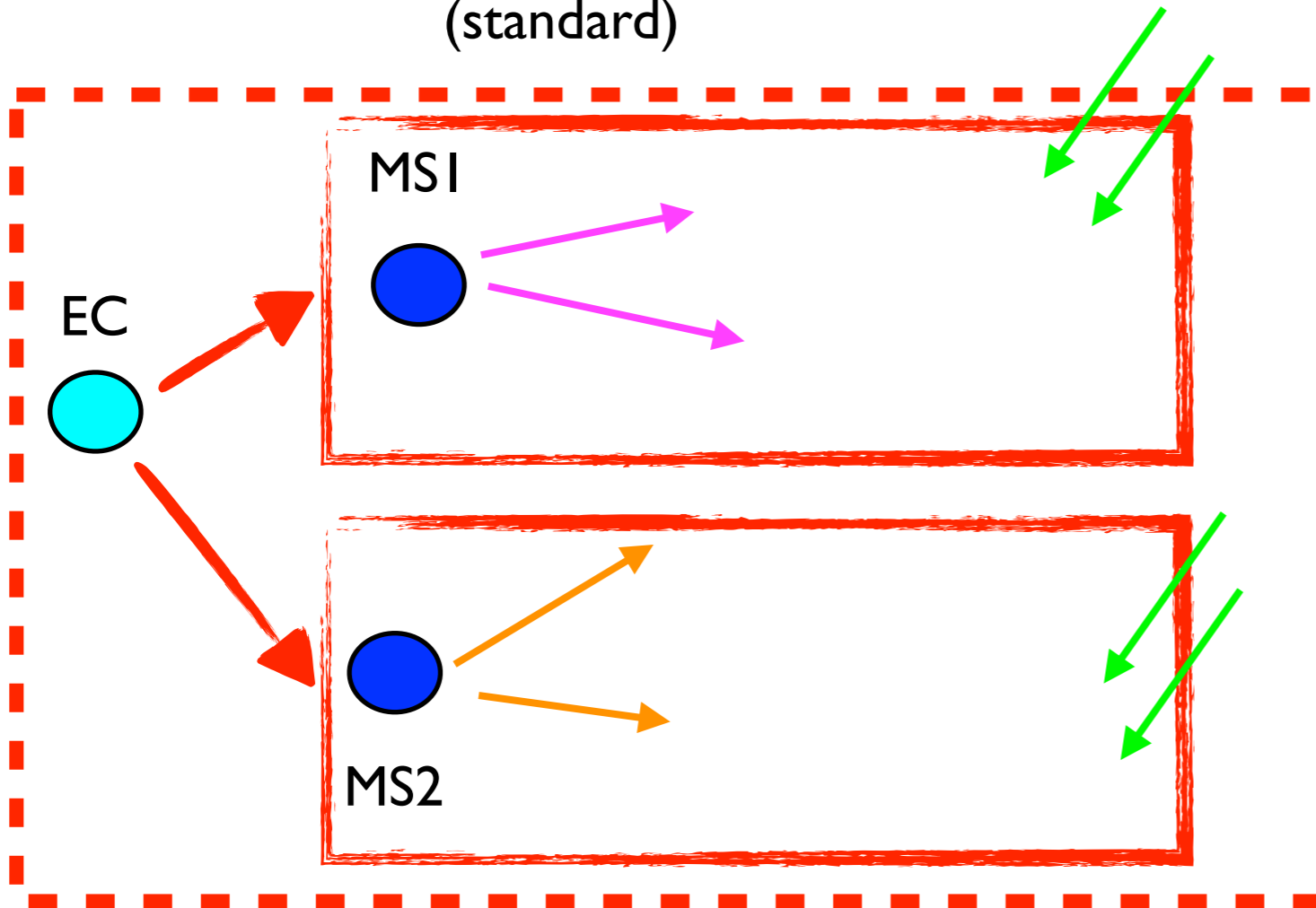
EU Open Licensing Framework Model (single)



EUOGL or CC/ OKF
→

* single standard licence (e.g. CC is used)

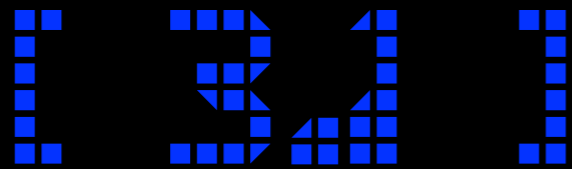
EU Open Licensing Framework Model (standard)



- * licensing coordination/ standardisation takes place in two steps:
 - EC coordinate and observes licensing standards between MS
 - MS standardise PSBs within their jurisdictions
- * the two standardisation processes take place in parallel

OGL: Open Gov Licence
CC: Creative Commons Public Licence
OKF: OKF Licence
EUOL: EU Open Licence
EUOLS: EU Open Licence Standard
MS: Member State

FAIR LICENSING



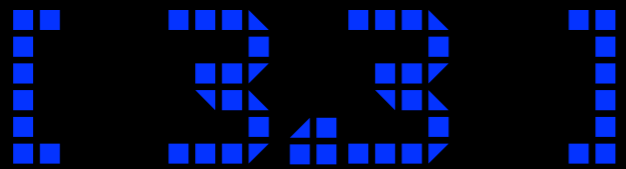
- Store licences at a permanent location
- Publicly announce revisions
- Version licences

DO NOT
MIX RIGHTS

[32]

- Do not add a personal data licence clause
 - * use “smart notices” instead
- Resolve the Cultural Heritage Right at the legislative level
- Do not exclude Personal Data from the licensing Regime

GRANT STANDARD RIGHTS



- Copyright
 - Related/ Neighbouring Rights
 - Sui Generis Right

 - Do not contractually limit PD/ Exemptions
- AND**
- Fair Use/ Fair Dealing/ limitations/ exceptions

USE STANDARD
RESTRICTIONS

[34]

- Attribution
 - * author
 - * designated person
(information provider/ owner/
funder etc)
 - * retain:
 - >notices
 - >licence (URI)
 - >warranties
 - >URI to the material
 - * include preferred way of
attribution

- No sub-licensing
- No Endorsement
- Indicate this is a modified
version

EXPLICIT INTEROPERABILITY

[35]

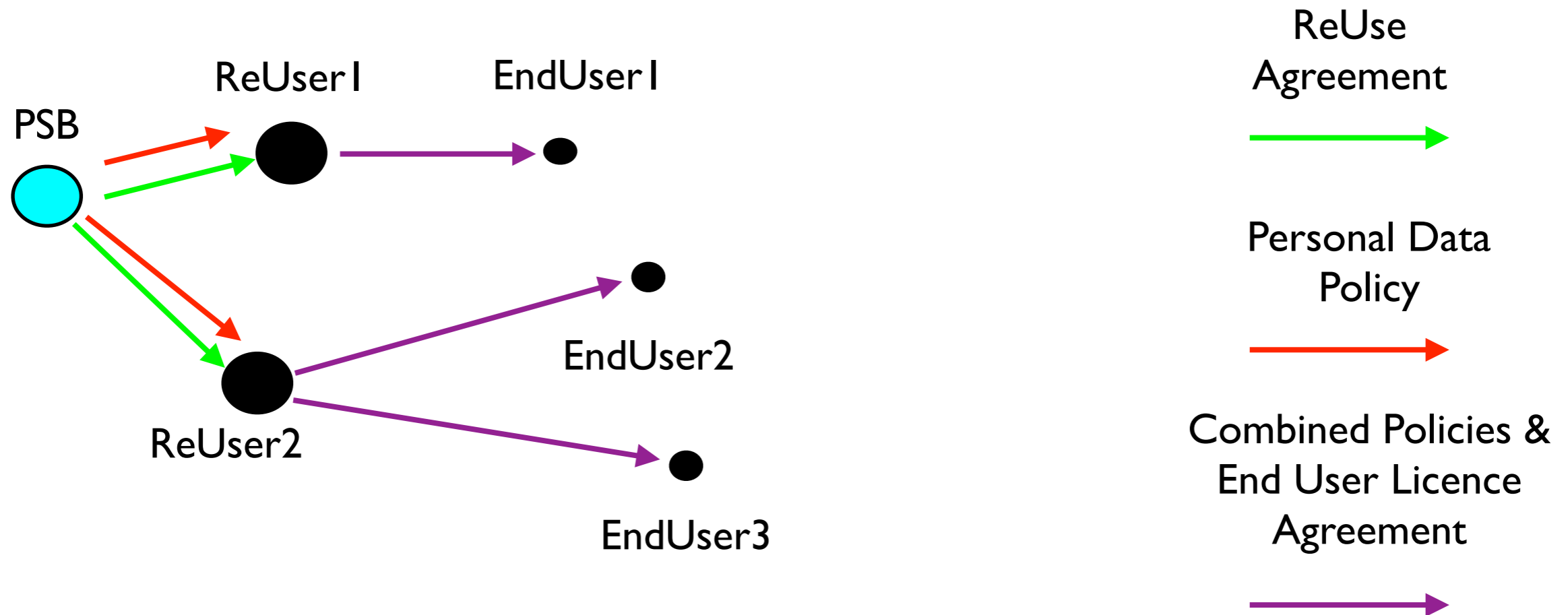
- Be explicit about interoperability:
 - * Versioning interoperability
 - * Open Standard (Public) licences interoperability

DO NOT USE A
PERSONAL DATA
CLAUSE

[36]

- Use Smart Notices Instead
 - * permanent location
 - * indicate that the data set includes personal data
 - * indicate the purpose of the original processing
 - * no re-identification in the case of anonymised data

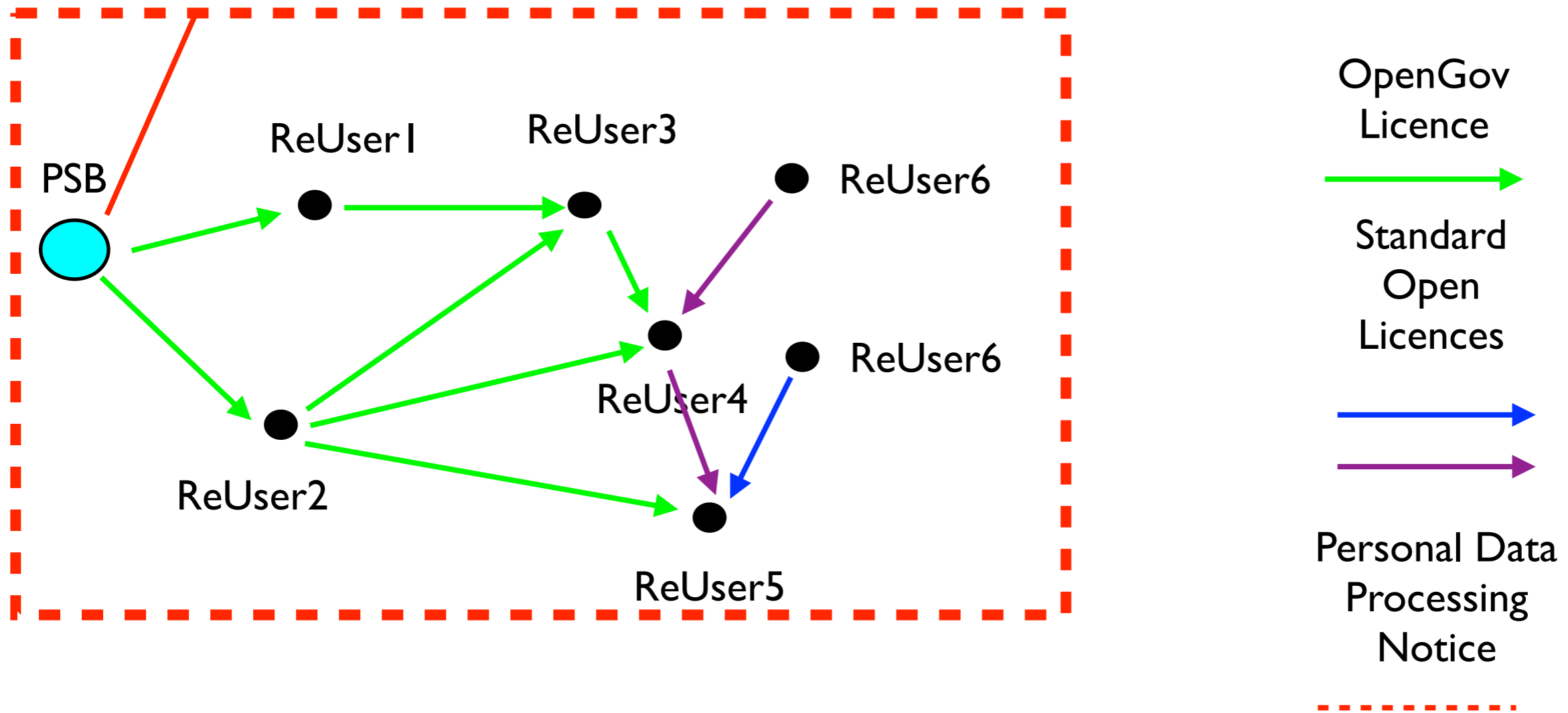
A Scenario of Re-Use Licensing for Personal Data



* The licences flow from the PSB to the original Re-users that then sublicense or provide Terms of Service to the End Users

* The data protection policies/ terms of processing flow with the original licences to the Re-users and then as incorporated in the EULAs/ ToS to the End-Users.

A Scenario of Open Data Licensing for Personal Data



- * The licences flow from the PSB to all Re-Users as well between Re-users.
- * Different standard licences are used to remix data
- * There is a Personal Data Processing Notice issued by the PSB and all Re-users have to point at it.

DO NOT ALLOW
RETROSPECTIVE
WITHDRAWAL

[37]

- licence termination should not be retroactive
- have a clearly defined termination process

#CONCLUSIONS

#1 PSI open by default
by law and design

#2 use standard
licences

#3 use minimal
conditions/
restrictions

#standardise API ToS/
SLAs



#psiconsultation

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