Harmonising Licences on a Global Level: Mission Impossible or Piece of Cake?

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Kileen:
And now, would you like to see a very special piece from our collection? We’re very proud of it!
Bastiaan:
Hey, can you show this again?
Bastiaan:
Ehh wait a minute, this isn’t really cool at all!
Why doesn’t it work?
Katleen:
Well, technically it might be possible, but the legal interoperability doesn’t work yet.
Bastiaan:
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Katleen:
Legal interoperability is all about two legal systems that are interoperable. In this case, it would allow the data to be combined.
Bastiaan:
So this legal something does not exist now in 2011?
Katleen: No, I’m afraid not.
Bastiaan:
How come?
Katleen:
Because all organisations use their own unique licences, and these licences do not always work together.
Bastiaan:
Ok, now I understand.
The licences in your collection are not interoperable.
Katleen:
Yes, that’s right.
Bastiaan:
But why are they using their own licence? Don’t they have things in common?
Katleen:
Well, we’ve been trying to find out...
Global GI licensing framework

• GSDI Association

• Work towards a global licensing framework for geographic data

• Starting from existing frameworks and licence models

• First step: categorisation of licences
Existing initiatives on licence harmonisation

- Creative Commons
- INSPIRE basic and specific licence
- GeoShared in Netherlands
- Musterlizenzvereinbarung, Germany
- GILF in Queensland, Australia
- GeoConnections, Canada
- Open government licence, United Kingdom
- SeaDataNet project
- OneGeology project
- GENESI project
- ECOMET
- ESDIN project
- ...
Bastiaan: And...?
Review by the GSDI legal and socio-economic committee showed

Common categorisation of Terms and Conditions

- Definitions
- Grant of License
- Obligations
- Allowed Use
- Restrictions on Use
- Term & Termination
- Disclaimers
- Dispute Resolution
- Governing Law
- Choice of Jurisdiction
- Form & Effect of Agreement
Common elements in use restrictions

- **Grant of Licence**
  - Non exclusive
  - Royalty free
  - For a specific area

- **Obligations**
  - No misuse/ misrepresentation
  - Notification of misuse/ infringements
  - Notification of errors in data
  - No identifier/ trademark of supplier/ logo
  - Fees and Payment y/n
Types of allowed use

- Viewing
- Downloading
- Copying/distributing
- Derivative works
- Accessing
- Transforming
- Invoking
Restrictions on the use

- Attribution + year
- No third party distribution
- Only for internal use/ only within the Customer’s own organisation
- Contractor’s clause
- Means of access: Downloading, viewing, e-transmission, etc.
- No sublicensing
- Non-disclosure/ Unauthorised use
- Limitation on number of copies
- Limitation on number of views
- Limitation on number of users/ computers etc.
- No direct marketing
- Viral clause: share-alike
- No derivative works/ No changes to original work
- Copy derived/ non-copy derived
- Only private use
- Only for activity Y
- Only for purpose Z
Bastiaan:
Wow, this is complex. So the real cool overlay thing is in fact a mission impossible?
Katleen:
Nah, it’s actually a piece of cake!
Bastiaan:
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Bastiaan: So you’re suggesting that it’s possible to harmonise?
Katleen:
Yes indeed! the differences may look big at first sight, but we took a closer look and it appears that they are not that big at all.
Bastiaan: Ok, so now what?
Katleen:
GSDI LSE will further develop the framework.
Bastiaan: All by themselves?
Katleen:
No, we need the help of the GI community!

• See: http://www.gdsi.org/standingcomm

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Bastiaan & Katleen:
Help us make the SDI dream come true!