

B.1 – Report on collected model contract terms

Support Centre for data sharing

DG CONNECT

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Executive Summary

One of the objectives of the Support Centre for Data Sharing is to provide a range of model contracts, which can be searched and used as templates by relevant stakeholders to license data, along with the right tools to easily find, select and customise a suitable licence. This can be considered as a soft and nonregulatory form of intervention, which comprises elements of best practice identification and dissemination (by spreading available contemporary licence models), but also of pragmatic support (by creating interactive tools that allow an appropriate licence to be constructed on the basis of the stakeholder's needs and preferences).

A first step in this objective is to identify existing licences, to analyse them, and to make them available for re-use by interested stakeholders. The emphasis of the project is on licence agreements which are concluded actively between parties, rather than on licence templates which make data publicly available to any interested recipients. In order to complete this step, a combined approach is needed, in which our legal team will draw from a range of sources that will ensure that licences originate from both public and private contexts, commercial and non-commercial use cases, and open versus proprietary approaches. Sources include (i) licences which are identified in the course of Task 2.1 (Data-sharing practice examples); (ii) licences which are identified in the course of the sector specific discussions in the course of the project; and (iii) licences which are already known and published via another project funded by the European Union: the European Open Data Portal¹. The objective is to create and maintain a repository of at least 50 licences in the course of the project.

To initiate this process, an initial overview of analysed licences and their legal characteristics is made available through this deliverable B.1 - Report on collected model contract terms. The analysis relies on a standardised classification system which is applied to each licence (and which is designed to be applicable to any data sharing licence), consisting of a standardised set of legal qualities ('tags') that can be present in a specific licence. The result is a searchable repository, in which each examined licence is described in a consistent and clear way.

While this deliverable is static and submitted in month 6 of the project, it is understood that the content of this deliverable (notably the number of analysed licences themselves) will be expanded throughout the course of the project. The deliverable is therefore not a final step in the identification and analysis of contract terms, but rather a first move in providing content for the Support Centre for Data Sharing.

¹ See <https://www.europeandataportal.eu/>.

1 Introduction

This deliverable is drafted as a part of Work Package 3, focused on the development of recommended contract terms for data sharing. One of the objectives of the Support Centre for Data Sharing is to provide a range of model contracts, which can be searched and used as templates by relevant stakeholders to licence data, along with the right tools to easily find, select and customise a suitable licence.

This can be considered as a soft and nonregulatory form of intervention, which comprises elements of best practice identification and dissemination (by spreading available contemporary licence models), but also of pragmatic support (by creating interactive tools that allow an appropriate licence to be constructed on the basis of the stakeholder's needs and preferences).

As a general note, the term 'licence' in this document refers generically to any contractual terms under which a provider is willing to make data available, irrespective of whether the data is subject to intellectual property rights; a 'licence' can therefore include a simple and unconditional public release of data for free reuse.

The process for providing practical assistance in the project is composed of three steps:

- **Step 1: The identification and collection of existing model contract terms**
- **Step 2: The development of a modular European API licence**
- **Step 3: The development of a set of recommended contract terms**

Each of these steps has its own methodological approach. The present deliverable focuses exclusively on the first step, aiming to identify existing licences, to analyse them, and to make them available for re-use by interested stakeholders.

However, the three steps are interlinked. Specifically, the analysis in step 1 relies on a standardised classification system which is applied to each collected licence (and which is designed to be applicable to any data sharing licence), consisting of a standardised set of legal qualities ('tags') that can be present in a specific licence. The result is a searchable repository, in which each examined licence is described in a consistent and clear way. This tagging system will also be used in steps 2 and 3, as a way to ensure that licences can be consistently described and developed.

1.1 Purpose of this document

This document addresses step one above, and aims to collect and analyse a series of model contract terms which are used for data sharing purposes. The goal is not to assess which licences are uniformly 'good' or 'bad' for data sharing, since each licence has its own qualities which were put in place to address the priorities and concerns of its creator. Rather, the goal is to provide an initial repository of licences that are used in practice for data sharing, and to describe these accurately and consistently in a way that allow interested stakeholders to search for licences which are relevant to their interests, and to compare them.

In order to complete this step, a combined approach is needed, in which our legal team will draw from a range of sources that will ensure that licences originate from both public and private contexts, commercial and non-commercial use cases, and open versus proprietary approaches. Sources include (i) licences which are identified in the course of Task 2.1 (Data-sharing practice examples); (ii) licences which are identified in the course of the sector specific discussions in the course of the project; and (iii) licences which are already known and published via the European Open Data Portal. The objective is to create and maintain a repository of at least 50 licences in the course of the project.

To initiate this process, an initial overview of analysed licences and their legal characteristics is made available through this deliverable B.1 - Report on collected model contract terms.

1.2 Structure and content of this document

The present document is structured as follows:

1. Introduction – providing general context, objectives and plans for further development
2. Tagging and description system – providing the vision and general approach to the tagging system and its use in practice
3. Model contract terms, containing the analysed licences and their main legal characteristics

Figure 1 Structure of the document

1.3 Next steps and maintenance of the model contract terms

While this deliverable is a static document and submitted in month 6 of the project, it is understood that the content of this deliverable (notably the number of analysed licences themselves) will be expanded throughout the course of the project. The deliverable is therefore not a final step in the identification and analysis of contract terms, but rather a first move in providing content for the Support Centre for Data Sharing. As noted above, the project should ultimately offer a repository of around 50 licences.

2 Tagging and description system for model contract terms

2.1 Vision and general approach

As noted above, this document aims to use a standardised classification system which is applied to each collected licence, consisting of a standardised set of legal qualities ('tags') that can be present in a specific licence.

Since there is no pre-existing universally recognised tagging system available, a classification system was developed particularly for the Support Centre for Data Sharing. This was done on the one hand on the basis of literature review, and on the other hand by reviewing key licences, notably through the licence database on the European Open Data Portal.

As a result, a tagging system was developed that focuses on the following characteristics:

- **Provisions relating to the content or nature of the data:** i.e. any provisions in the licence that are directly linked to the legal qualification of the data, e.g. as containing personal data or as constituting public sector information. This is relevant because the legal qualification can imply that certain forms of usage may be lawful or unlawful.
- **Commercial / business related provisions:** i.e. any provisions in the licence that govern the commercial or business terms applied by the licensor, e.g. in relation to remuneration, or duration of the licence. This can determine whether use of the data is viable from a business perspective.
- **Provisions relating to control, ownership and usage rights:** i.e. any provisions in the licence in which exclusive control over data (sometimes summarily referred to as 'ownership' of the data) or of intellectual property rights in the data is claimed, or in which usage rights are granted or constrained. This determines both whether specific mandatory legislation applies (e.g. in relation to copyrights or database rights), and whether the re-use modalities are acceptable for the use case of an aspiring licensee. Any limitations related to permitted purposes of use (e.g. for internal purposes only, whether data is made available only for remote viewing or also for local copying etc) are similarly included in this section.
- **General legal provisions:** i.e. any provisions in the licence that could be found in any type of contract which determine the general legal context, such as applicable law, dispute resolution, non-compete clauses, and so forth.
- **Provisions related to the service providing the data (if any):** i.e. any provisions in the licence that do not actually target the data itself, but rather a service through which it is made available (e.g. an API or a portal), e.g. on availability, SLAs, etc. This can be important to determine whether the service offering the data will be available on a sufficiently reliable basis, which is critical when data is made dynamically available as a service (as opposed to being statically available as a one-time download).

This tagging system is not set in stone, and may evolve if and when new licences reveal important legal issues which are not adequately addressed in the current approach. A balance must of course be struck between being entirely comprehensive – which would essentially require a complete reproduction of the licence, since any tagging system is inherently an oversimplification of a complex reality – and being too concise. Based on initial analyses, the current tagging system seems viable.

2.2 Template – description elements (tags) and their relevance

In the sections below, the following standardised template is used:

General info-box - provides a source (URL) to the licence text, and a short background description of its origins and goals. This provides an initial introduction to its potential use.

NAME OF THE TAG	DESCRIPTION	IMPACT/RELEVANCE	EXAMPLES
PROVISIONS RELATING TO THE CONTENT OR NATURE OF THE DATA			
Personal data	Personal data as defined in the (EU) General Data Protection Regulation (GDPR).	Applicability of mandatory legislation (e.g. GDPR, national legislation).	<ul style="list-style-type: none"> • Not applicable or unknown (no personal data is claimed) • Normal personal data • Sensitive personal data
Public sector information	Public sector information as defined in the (EU) Public Sector Information Directive (PSI Directive), as revised.	Applicability of mandatory legislation (e.g. PSI Directive, national legislation).	<ul style="list-style-type: none"> • Not applicable or unknown (no PSI is claimed) • PSI • Non-PSI
Confidential information	Data is contractually claimed to be confidential (for whatever reason, but excluding claims as a trade secret, business secret, or personal data)	Likely to create a higher threshold for re-use and publication.	<ul style="list-style-type: none"> • Not applicable or unknown (no claim of confidential information) • Data designated as confidential • Contains the duration of the duty of confidentiality (e.g. 5 years after the termination of the licence agreement)

			<ul style="list-style-type: none"> •Contains details on the scope of this provision (e.g. employees must be subject to binding confidentiality provision).
Trade secret	Trade secrets, confidential business information which is new, secret and has value and/or knowhow is shared with licensee.	<p>Likely to create a higher threshold for re-use and publication.</p> <p>Prevents that trade secrets, confidential business information or knowhow will be shared with third parties.</p>	<ul style="list-style-type: none"> •Not applicable or unknown (no claim of trade secret) •Data designated as trade secret •Contains the duration of the duty of confidentiality (e.g. 5 years after the termination of the licence agreement) •Contains details on the scope of this provision (e.g. employees must be subject to binding confidentiality provision).
COMMERCIAL / BUSINESS RELATED PROVISIONS			
Remuneration (if applicable)	Describes the determined or determinable price for the licence (if any)	Price protection, profitable model.	<ul style="list-style-type: none"> •Not applicable – no charge applies •Fee applies <p>If a fee applies:</p> <p><u>Calculation method</u></p> <ul style="list-style-type: none"> •Flat fee per licence •Volume based (e.g. EUR per MB) •Transactional (e.g. EUR per record processed) •User based (e.g. EUR per number of users or CPUs) •Variable (e.g. depending on the use case or entity involved, percentage of the profit or turnover, with or without minimum or maximum compensation) •Other

			<p><u>Payment methods</u></p> <ul style="list-style-type: none"> • Periodic (once a month/ year/...) • Lump sum (once) <p><u>Miscellaneous</u></p> <ul style="list-style-type: none"> • Tax fees (including VAT) • Costs regarding renewal of registration of intellectual property right • Costs for extra services
Invoice (if applicable)	Determines the time of required payment.	Provides certainty to parties about when to pay. Determines when the (possible) term for interest starts to run.	<ul style="list-style-type: none"> • Not applicable (no fee applies) or unknown (no invoice information included) • Payable within one month • At the end of the month • At the beginning of the agreement • At the end of the agreement • After finalising a sub-task/obtaining an authorisation
Duration of the usage rights	The duration of the licence should be explicitly described – or alternatively the duration is unlimited.	Determines how long the licensee can use the licensed data.	<ul style="list-style-type: none"> • The licence comes to an end when a predefined condition is met (e.g. the expiration of the intellectual property right). • Definite period (e.g. 1 y – 5 y – 10 y) • Indefinite period with a specified cancellation period of e.g. 1 month, 2 months, ... • Indefinite period linked to payment (usage rights last as long as payment is made) • Perpetual period without cancellation rights stated in the licence

Termination for cause (i.e. other than due to the expiration of the duration)	Provides reasons when an agreement may be terminated.	Determines the termination possibilities. Provides clarity.	<ul style="list-style-type: none"> •Not covered •Simple notice of termination •Non-compliance with contractual provisions •Fraud/ harm/ misuse/ ... •Tacit renewal
PROVISIONS RELATING TO CONTROL, OWNERSHIP AND USAGE RIGHTS			
Exclusive control over data	Describes who (if anyone) claims ownership of the data, separate from other IP rights covered below.	Determines the position of the parties vis-à-vis the data.	<ul style="list-style-type: none"> •Not covered (no ownership claimed) •Owned by licensor •Owned by licensee •Owned by third party
Patents	Patents are addressed in the licence	Applicability of mandatory legislation (e.g. EU legislation, national legislation).	<ul style="list-style-type: none"> •Not covered (no patents claimed) •Covered and granted •Covered but not granted
Trade marks	Trade marks are addressed in the licence.	Applicability of mandatory legislation (e.g. EU legislation, national legislation).	<ul style="list-style-type: none"> •Not covered (no trade marks claimed) •Covered and granted •Covered but not granted •Restriction in terms of use (e.g. only use, use and exploitation).
Copyrights	Copyright is addressed in the licence.	Applicability of mandatory legislation (e.g. EU legislation, national legislation).	<ul style="list-style-type: none"> •Not covered (no copyright claimed) •Covered and granted •Covered but not granted •Implementation modalities of moral rights •Usage restrictions (see below: requirements and permissions)
Database rights	Database right is addressed in the licence.	Applicability of mandatory legislation (e.g. EU legislation, national legislation).	<ul style="list-style-type: none"> •Not covered (no database rights claimed) •Covered and granted •Covered but not granted

Nature of the copyright clauses (if covered and granted)	Indicates whether the licence re-uses predefined existing clauses, or whether it is bespoke.	Determination of scope.	<ul style="list-style-type: none"> • Uses a predefined licence (defined and used outside the context of this licence) • Contains a bespoke licence • Combination of both
<i>Usage restrictions for the recipient of the data (may be based on copyright or may be purely contractual)</i>			
Notice	Copyright and licence notices needs to be kept intact.	Provides the licensee with an overview of what it can and cannot do.	<ul style="list-style-type: none"> • Not covered • Yes • No
Attribution	A credit must be given to copyright holder and/or author.	Provides the licensee with an overview of what it can and cannot do.	<ul style="list-style-type: none"> • Not covered • Yes • No
Share Alike	Derivative works are licensed under the same terms or compatible terms as the original work.	Provides the licensee with an overview of what it can and cannot do.	<ul style="list-style-type: none"> • Not covered • Yes • No
Copyleft	Derivative and combined works must be licensed under specified terms, similar to those on the original work.	Provides the licensee with an overview of what it can and cannot do.	<ul style="list-style-type: none"> • Not covered • Yes • No
Lesser Copyleft	Derivative works must be licensed under specified terms, with at least the same conditions as the original work; combinations with the work may be licensed under different terms.	Provides the licensee with an overview of what it can and cannot do.	<ul style="list-style-type: none"> • Not covered • Yes • No

State Changes	Derivative or changed works) must indicate which changes have been made to the original licensed work in a manner that permits attribution.	Provides the licensee with an overview of what it can and cannot do.	<ul style="list-style-type: none"> •Not covered •Yes •No •Conditions: partial distributions/reproductions of works (e.g. CC-BY-ND).
<i>Permissions</i>			
Reproduction	The act or process of copying.	Provides the licensee with an overview of what it can and cannot do.	<ul style="list-style-type: none"> •Not covered •Yes, this is permitted •Yes but restrictions (e.g. one back-up copy, only for personal use) •Not permitted
Distribution/Communication	The act of sharing. Comparable with but not the same as sublicensing.	Provides the licensee with an overview of what it can and cannot do.	<ul style="list-style-type: none"> •Not covered •Yes, this is permitted •Yes but restrictions (e.g. only within the licensee's organisation) •Not permitted
Derivative work	Work based on or derived from an existing work (protected by copyright).	Licensee must know whether or not it can create a derivative work.	<ul style="list-style-type: none"> •Not covered •Yes, this is permitted •Yes but restrictions (e.g. only for non-commercial use) •Not permitted
Sublicensing	A licence granted by the licensee to the whole or part of an intellectual property right or of a knowhow to which the licensee itself has obtained a licence. This is comparable with but not the same as distribution.	Provides the licensee with an overview of what it can and cannot do.	<ul style="list-style-type: none"> •Not covered •Yes, this is permitted •Yes but restrictions (e.g. only within the licensee's organisation) •Not permitted

Exclusivity	Only one licensee may licence the data (within a particular territory).	Important to know whether it can be licensed to someone else. May have an impact on competition and exclusivity, especially in combination with territorial scope. Both the licensee and the licensor may benefit from exclusivity. Licensee may also benefit from the non-exclusivity if it asks royalties for the licence. The non-compliance with his provision leads to breach of contract.	<ul style="list-style-type: none"> •Not covered •Full exclusivity •Exclusivity within a particular territory •Exclusivity in a certain user group, sector or community •No exclusivity •Prohibition for the licensor to use/exploit the licensed product •Right for the licensor to use/exploit the licensed product
Database rights	EU law provides for sui generis database protections under Directive 96/9/EC (which can apply cumulatively to copyright). This describes whether certain rights of the database maker are granted.	Important to know whether sui generis database rights are claimed, and which permissions (if any) are granted to lawful users.	<ul style="list-style-type: none"> •Not covered •Covered, and extraction rights are granted •Covered, and re-utilisation rights are granted •Covered, and both extraction and re-utilisation rights are granted
Other	Any other usage restrictions that do not fall within the categories above	Important to know whether any other / atypical constraints apply	No standard categories; ad hoc descriptions are provided
<i>Miscellaneous usage constraints in relation to licensees, purposes, or intended use</i>			
Permitted recipients	Restrictions on (categories of) recipients who are eligible to use the data under the license.	Provides an overview and who can and cannot be licensee.	<ul style="list-style-type: none"> •Not covered •Permission in terms of sectors where reuse is permitted (e.g. healthcare and pharma, education, government, IT, financial, ...) •Permission in terms of geographic locations where reuse is permitted •Restrictions in terms of number of users

			<ul style="list-style-type: none"> •Restrictions on characteristics users (e.g. min. 18 years, academia, researchers, licensee's employees)
Permitted purposes	Restrictions on permitted purposes of use (other than those already specified above).	Provides the licensee with an overview of what it can and cannot do.	<ul style="list-style-type: none"> •Not covered •License indicates that only remote use (viewing) of data is permitted, but not local storage •License allows only re-use for the licensee's internal purposes (no external communication or other use of the data is permitted) •License allows only re-use for the purpose of complying with a specific legislation •License allows only re-use for academic use or scientific research purposes
GENERAL PROVISIONS			
Liability	Describes the extent to which the licensor and licensee are liable in the event of non-compliance with any of the contractual terms and conditions in the agreement and/or in the event of non-contractual damage.	Protection of parties.	<ul style="list-style-type: none"> •Not covered •Implementation modalities (e.g. exclusion of indirect liability, liability caps, force majeure)
Guarantee	Warranty period and scope is stated.	Improving/adjusting fundamental bugs, protection of the licensee. Preventing every small bug from having to be fixed.	<ul style="list-style-type: none"> •Not covered •1 year, 2 years, ...

Applicable law	Describes which law will apply, to the extent that parties may choose this.	Affects the additional/ mandatory law applicable.	<ul style="list-style-type: none"> •Not covered •EU laws (including national or local laws of any given Member State) apply •Non-EU laws apply •Exclusion of law (e.g. Vienna Convention)
Jurisdiction	Describes which court has the power to hear the case if there is a disagreement between the parties, to the extent that parties may choose this.	Determines the place of the court.	<ul style="list-style-type: none"> •Not covered •A specific court is designated (e.g. court of first instance in Belgium, Brussels court of first instance in Belgium) •Alternatives for court are mandated (e.g. mediation, arbitration) •Alternatives for court are permitted (e.g. mediation, arbitration)
Hierarchy	Describes the order of documents, annexes, provisions etc.	In case of inconsistency between provisions, it is explained which provision takes precedence.	<ul style="list-style-type: none"> • Not covered •Order (e.g. first SLA, second annex containing information on the service, third licence agreement, ...)
Escrow	Technique of an assured preservation by (generally) a neutral third party.	To protect the licensee in order to ensure that the availability of the data is guaranteed, even in the event of the loss of the licensor.	<ul style="list-style-type: none"> •Yes, upon request •Yes, with data released if clearly defined conditions are met (other than request of the data user) •No
Non-competition	Describes the competition limitations.	Provides the licensee with an overview of what it can and cannot do in terms of competition.	<ul style="list-style-type: none"> •Not covered •Non-competition with licensor •Non-competition with other parties identified •Conditions (e.g. 5 years after termination of the agreement, limited to a particular territory)
PROVISIONS RELATED TO THE SERVICE PROVIDING THE DATA (IF ANY)			

Availability	Describes the availability of the service.	This provides certainty over the availability of the service.	<ul style="list-style-type: none"> •Not applicable •Not covered •Time (e.g. 24/7, 80%, during business hours) •Requirements (e.g. use of the service) •Exceptions: beta and trial period, force majeure event, planned outages
Response times	Describes in which timeframe response is required.	This provides certainty over the response time.	<ul style="list-style-type: none"> •Not applicable •Not covered •Within one hour, one business day, two calendar days •Conditions (e.g. critical situation)
SLAs	Service level agreement. Describes the service standards/obligations that need to be met.	This allows the parties to objectively evaluate an obligation.	<ul style="list-style-type: none"> •Not applicable •Not covered •Mere target, best efforts commitment, formally binding •Reporting obligation (e.g. monthly, e-mail) •Evaluation procedure •Possibility to remedy •Conditions (e.g. maximum capacity) •Exceptions are defined: beta testing and trial period, force majeure event, planned outages
Support	Ancillary service (i.e. support service) to the main service.	Provision of support.	<ul style="list-style-type: none"> •Not applicable •Not covered •Maintenance
Interface	Connection between electronic equipment.	Necessary to know whether or not an interface is needed for the proper functioning of the service.	<ul style="list-style-type: none"> •Not applicable •API •Standalone software •Online interface (e.g. website)

3 Model contract terms

3.1 Introduction – selection criteria and development

The intention of this deliverable is to provide an initial list of between 10 and 15 licences, analysed according to the template included above. In the course of the project, this would be expanded to around 50 licences.

The general objective is to ensure that the repository can draw on a range of sources that include licences from both public and private contexts, commercial and non-commercial use cases, and open versus proprietary approaches. Given that this deliverable is provided in month 6 of the project – before sector specific discussions have been initiated and more numerous data sharing practice examples have been collected – this deliverable has drawn from desk research into existing commercial licenses, complemented with a limited number of licences from the European Data Portal, in order to avoid bias towards legally unconstrained (open) public sector data.

3.2 Creative Commons Attribution 4.0 International Public Licence

Source : <https://creativecommons.org/licenses/by/4.0/>

This standardised licence is created by Creative Commons. This licence is a standardised licence that creators and other right holders may use to share original works of authorship and other material subject to copyright and other rights specified in the Licence.

NAME OF THE TAG	PROVISION IN THE LICENCE CONCERNED
PROVISIONS RELATING TO THE CONTENT OR NATURE OF THE DATA	
Personal data	Not covered by the licence
Public sector information	Not covered by the licence
Confidential information	Not covered by the licence
Trade secret	Not covered by the licence
COMMERCIAL / BUSINESS RELATED PROVISIONS	
Remuneration (if applicable)	Not applicable – no charges apply
Invoice (if applicable)	Not applicable – no charges apply
Duration of the usage rights	Term of the copyright and similar rights (rights closely related to copyright, including performance, broadcast, sound recording and sui generis database rights resulting from Directive 96/9/EC of 11 March 1996 on the legal protection of databases, or essentially equivalent rights).
Termination for cause (i.e. other than due to the expiration of the duration)	Yes, failure of compliance with the terms of this licence will cause termination of the licence. Furthermore, a decision of the licensor to stop distributing the licensed material terminates the availability of the licence (but does not affect rights already granted at the time of the decision).
PROVISIONS RELATING TO CONTROL, OWNERSHIP AND USAGE RIGHTS	
Exclusive control over data	Not covered by the licence
Patents	Not covered by the licence
Trade marks	Not covered by the licence

Copyrights	Covered and granted. Contains usage restrictions; see below.
Database rights	Covered and granted. Contains usage restrictions; see below.
Nature of the copyright clauses (if covered and granted)	Predefined licence
Usage restrictions for the recipient of the data (may be based on copyright or may be purely contractual)	
<i>Requirements</i>	
Notice	Yes, a copyright notice is required
Attribution	Yes, obligation to identify contributors (including authors), copyright notice, notice that refers to the licence, notice that refers to the disclaimer of warranties, a URI/ hyperlink to the licensed material if reasonably practicable. In addition, obligation to indicate that the licensed material is licensed under this licence and to include the text, URI or hyperlink to the licence.
Share Alike	No
Copyleft	Not covered by the licence
Lesser Copyleft	Not covered by the licence
State Changes	Yes, obligation to indicate modifications to the licensed material and to retain indications of previous modifications.
<i>Permissions</i>	
Reproduction	Yes
Distribution/Communication	Yes
Derivative work	Yes.
Sublicensing	No
Exclusivity	No exclusivity
Database rights	Yes (both extraction and re-utilisation covered)
Other	No
<i>Miscellaneous usage constraints in relation to licensees, purposes, or intended use</i>	
Permitted recipients	Not covered by the licence
Permitted purposes	Not covered by the licence
GENERAL PROVISIONS	
Liability	Yes, implementation modalities. Licensor offers the licensed material as-is and as-available. Exclusion of inter alia direct and indirect damages. Limitation of liability must be interpreted in a manner that, to the extent possible, most closely approximates an absolute disclaimer and waiver of all liability.
Guarantee	Not covered by the licence

Applicable law	Not covered by the licence
Jurisdiction	Not covered by the licence
Hierarchy	Not covered by the licence
Escrow	Not covered by the licence
Non-competition	Not covered by the licence
PROVISIONS RELATED TO THE SERVICE PROVIDING THE DATA (IF ANY)	
Availability	Not applicable
Response times	Not applicable
SLAs	Not applicable
Support	Not applicable
Interface	Not applicable

3.3 Montreal Data Licence

Source: <https://www.montrealdatalicense.com/en>

This standardised licence was created in 2019 by a multidisciplinary team of attorneys and Artificial Intelligence (AI) researchers. The licence focuses on Machine Learning (ML) and AI and is made available under CC-BY4. The authors of the licence have developed a web-based tool to automatically generate licence terms based on a selection of different questions (e.g. different rights that they wish to grant in relation to the different assets with regards to different entities) in the field of AI and ML. Hence, this licence leaves room for choice. In practical terms, it is not so much one licence, but rather a series of related licences with slight variations, depending on the responses provided to the questions. The licence family is akin to the licensing of open source software. According to the authors, by adding granularity, the people granting rights to data can better control what can actually be done, rather than relying on more generic exemptions that may not adequately capture their intent.

Given that the MDL is not a single licence, but that a licence is generated dynamically on the basis of responses from the user, analysis can only be done by answering the questions defined by the team that created the licence. We answered “yes” to the following questions of the web-based tool: (i) can users create a Representation based on the Data, (ii) can the Data be used in conjunction with Models, (iii) can users perform Research, (iv) can the Research be published, (v) can the Trained Models be used for Internal Purposes, (vi) can users commercialize the Output and, (vii) can users commercialize the Trained Models?

The resulting licence can be described as follows:

NAME OF THE TAG	PROVISION IN THE LICENCE CONCERNED
PROVISIONS RELATING TO THE CONTENT OR NATURE OF THE DATA	
Personal data	Not covered by the licence
Public sector information	Not covered by the licence
Confidential information	Not covered by the licence. However, licensor may indicate confidential nature of the data as one of the questions. In that case, licensee may not publicly refer to the licensor and/ or the source of the data.
Trade secret	Not covered by the licence
COMMERCIAL / BUSINESS RELATED PROVISIONS	
Remuneration (if applicable)	Not covered by the licence
Invoice (if applicable)	Not covered by the licence
Duration of the usage rights	Not covered by the licence

Termination for cause (i.e. other than due to the expiration of the duration)	Yes, failure of compliance with the terms of this licence is grounds for termination of the licence.
PROVISIONS RELATING TO CONTROL, OWNERSHIP AND USAGE RIGHTS	
Exclusive control over data	Ownership is claimed by licensor
Patents	Not covered by the licence
Trade marks	Covered but not granted
Copyrights	Not covered by the licence
Database rights	Not covered by the licence
Nature of the copyright clauses (if covered and granted)	Not covered by the licence
Usage restrictions for the recipient of the data (may be based on copyright or may be purely contractual)	
<i>Requirements</i>	
Notice	Yes, origin of the data and notices included with the data shall be made available.
Attribution	Yes, attribution should be made to this licence or to the language of this licence. In addition, a link to the source of the data shall be made, to the extent that it is commercially reasonable.
Share Alike	Not covered by the licence
Copyleft	Not covered by the licence
Lesser Copyleft	Not covered by the licence
State Changes	Not covered by the licence
<i>Permissions</i>	
Reproduction	Not covered by the licence
Distribution/Communication	Yes
Derivative work	Not covered by the licence
Sublicensing	Not covered by the licence
Exclusivity	No exclusivity
Database rights	Not covered by the licence
Other	Yes, for example: right to use data to evaluate the efficiency of different trained models (i.e. ML or AI based algorithms or assemblies thereof), algorithms and structures (including right to use the dataset to measure performance of the model), but exclusion of reuse, except to show the results. In addition, right to use the data to create or improve models, without the right to use the output or the resulting trained model for any purpose other than evaluating purposes.
<i>Miscellaneous usage constraints in relation to licensees, purposes, or intended use</i>	
Permitted recipients	Not covered by the licence
Permitted purposes	No limitations
GENERAL PROVISIONS	

Liability	Yes, implementation modalities are included in the licence. Licensor offers the licensed material as-is and as-available. Limitation of liability must be interpreted in a manner that, to the extent permissible by law, most closely approximates an absolute disclaimer and waiver of all liability.
Guarantee	Not covered by the licence
Applicable law	Not covered by the licence
Jurisdiction	Not covered by the licence
Hierarchy	Not covered by the licence
Escrow	Not covered by the licence
Non-competition	Not covered by the licence
PROVISIONS RELATED TO THE SERVICE PROVIDING THE DATA (IF ANY)	
Availability	Not covered by the licence
Response times	Not covered by the licence
SLAs	Not covered by the licence
Support	Not covered by the licence
Interface	Not covered by the licence

3.4 NIMH Data Archive

<https://nda.nih.gov/tools/nda-tools.html> and
[https://nda.nih.gov/ndapublicweb/Documents/historical terms and conditions/NIMH%20Data%20Archive%20Data%20Sharing%20Terms%20Effective%2007012015.pdf](https://nda.nih.gov/ndapublicweb/Documents/historical%20terms%20and%20conditions/NIMH%20Data%20Archive%20Data%20Sharing%20Terms%20Effective%2007012015.pdf)

The National Institute of Mental Health Data Archive (NDA) makes available human subjects data collected from hundreds of research projects across many scientific domains and provides a licence. NDA provides infrastructure for sharing research data, tools, methods, and analyses enabling collaborative science and discovery. De-identified human subjects data, harmonized to a common standard, are available to qualified researchers. Summary data are available to all.

NAME OF THE TAG	PROVISION IN THE LICENCE CONCERNED
PROVISIONS RELATING TO THE CONTENT OR NATURE OF THE DATA	
Personal data	Not covered by the licence. However, it refers to Personally identifiable information (PII), which is a Northern-American notion that is to a large extent similar to our notion of "personal data". PII must not be included.
Public sector information	Not covered by the licence
Confidential information	Not covered by the licence
Trade secret	Not covered by the licence
COMMERCIAL / BUSINESS RELATED PROVISIONS	
Remuneration (if applicable)	Not covered by the licence
Invoice (if applicable)	Not covered by the licence
Duration of the usage rights	Not covered by the licence
Termination for cause (i.e. other than due to the expiration of the duration)	Not covered by the licence
PROVISIONS RELATING TO CONTROL, OWNERSHIP AND USAGE RIGHTS	
Exclusive control over data	Not covered by the licence
Patents	Not covered by the licence
Trade marks	Not covered by the licence
Copyrights	Not covered by the licence
Database rights	Not covered by the licence
Nature of the copyright clauses (if covered and granted)	Not covered by the licence
Usage restrictions for the recipient of the data (may be based on copyright or may be purely contractual)	

<i>Requirements</i>	
Notice	Not covered by the licence
Attribution	Not covered by the licence
Share Alike	Not covered by the licence
Copyleft	Not covered by the licence
Lesser Copyleft	Not covered by the licence
State Changes	Not covered by the licence
<i>Permissions</i>	
Reproduction	Yes, experiment may be repeated
Distribution/Communication	Not covered by the licence
Derivative work	Yes, implicitly, since the aim is to achieve rapid scientific progress
Sublicensing	Not covered by the licence
Exclusivity	No
Database rights	Not covered by the licence
Other	No
<i>Miscellaneous usage constraints in relation to licensees, purposes, or intended use</i>	
Permitted recipients	Yes, only for members of the research community
Permitted purposes	Use is only allowed for research studies
GENERAL PROVISIONS	
Liability	Not covered by the licence
Guarantee	Not covered by the licence
Applicable law	Not covered by the licence
Jurisdiction	Not covered by the licence
Hierarchy	Not covered by the licence
Escrow	Not covered by the licence
Non-competition	Not covered by the licence
PROVISIONS RELATED TO THE SERVICE PROVIDING THE DATA (IF ANY)	
Availability	Not covered by the licence
Response times	Not covered by the licence
SLAs	Not covered by the licence
Support	Not covered by the licence
Interface	Not covered by the licence

3.5 Google API Licence

Source: <https://console.developers.google.com/tos?id=universal>

This licence is created by Google. This version is last modified in January 2019. The licence focuses on Google's APIs, other developer services and associated software. It should be noted that the licence focuses on API services, not on the underlying data, and therefore that it is not suitable as an independent data sharing licence; it should be complemented by terms addressing the usage rights to the data itself. Additionally, the licence will in many cases be complemented by additional conditions specific to certain APIs. Some of the software required by or included in some of the APIs may be offered under an open source licence.

NAME OF THE TAG	PROVISION IN THE LICENCE CONCERNED
PROVISIONS RELATING TO THE CONTENT OR NATURE OF THE DATA	
Personal data	Not covered by the licence (but it does reference the need for appropriate security measures to safeguard any personally identifiable data against abuses; this concept is closely related to personal data in the EU.
Public sector information	Not covered by the licence
Confidential information	Yes, relatively broad provision
Trade secret	Not covered by the licence
COMMERCIAL / BUSINESS RELATED PROVISIONS	
Remuneration (if applicable)	Not covered by the licence
Invoice (if applicable)	Not covered by the licence
Duration of the usage rights	Not covered by the licence
Termination for cause (i.e. other than due to the expiration of the duration)	Not covered by the licence
PROVISIONS RELATING TO CONTROL, OWNERSHIP AND USAGE RIGHTS	
Exclusive control over data	Parties remain owner of their own data
Patents	Not covered by the licence
Trade marks	No
Copyrights	No
Database rights	No
Nature of the copyright clauses (if covered and granted)	Not applicable

Usage restrictions for the recipient of the data (may be based on copyright or may be purely contractual)	
<i>Requirements</i>	
Notice	Not covered by the licence
Attribution	Yes
Share Alike	Not applicable
Copyleft	Not applicable
Lesser Copyleft	Not applicable
State Changes	Not applicable
<i>Permissions</i>	
Reproduction	No
Distribution/Communication	No
Derivative work	No
Sublicensing	No
Exclusivity	No
Database rights	Not covered by the licence (although it does prohibit the user to “Scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header” – however, there is no reference to EU law / EU legal concepts.
Other	No
<i>Miscellaneous usage constraints in relation to licensees, purposes, or intended use</i>	
Permitted recipients	Not covered by the licence
Permitted purposes	Not covered by the licence
GENERAL PROVISIONS	
Liability	Limitation of liability must be interpreted in a manner that, to the extent permissible by law, most closely approximates an absolute disclaimer and waiver of all liability.
Guarantee	To the extent permissible by law, most closely approximates an absolute disclaimer and waiver of all guarantees.
Applicable law	the Laws of California, USA, excluding California’s conflict of laws rules
Jurisdiction	the Federal or State Courts of Santa Clara County, California, USA
Hierarchy	Additional terms applicable to a given API take precedence over this licence
Escrow	Not covered by the licence
Non-competition	Not covered by the licence
PROVISIONS RELATED TO THE SERVICE PROVIDING THE DATA (IF ANY)	
Availability	Not covered by the licence
Response times	Not covered by the licence

SLAs	Not covered by the licence
Support	Not covered by the licence
Interface	Subject of the licence if API

3.6 Apache 2.0

Source: <http://www.apache.org/licenses/>

This licence is an initiative of the Apache Software Foundation (ASF) and was created in 2004. A previous version has been renewed to create the Apache licence 2.0. The licence focuses on the distribution of software and documentation using open source software development. Please note that this summary only relates to the grant of a copyright licence, and not the grant of any patent licence.

NAME OF THE TAG	PROVISION IN THE LICENCE CONCERNED
PROVISIONS RELATING TO THE CONTENT OR NATURE OF THE DATA	
Personal data	Not covered by the licence
Public sector information	Not covered by the licence
Confidential information	Not covered by the licence
Trade secret	Not covered by the licence
COMMERCIAL / BUSINESS RELATED PROVISIONS	
Remuneration (if applicable)	Not applicable – no charge applies
Invoice (if applicable)	Not applicable – no charge applies
Duration of the usage rights	Perpetual
Termination for cause (i.e. other than due to the expiration of the duration)	No, irrevocable
PROVISIONS RELATING TO CONTROL, OWNERSHIP AND USAGE RIGHTS	
Exclusive control over data	Not covered by the licence
Patents	Yes
Trade marks	No, except when required for reasonable and customary use.
Copyrights	Yes
Database rights	Not covered by the licence
Nature of the copyright clauses (if covered and granted)	/
Usage restrictions for the recipient of the data (may be based on copyright or may be purely contractual)	
<i>Requirements</i>	
Notice	Yes, if the licensed product includes a notice text it must include a readable copy of the attribution notices contained within such notice file (some exceptions may apply).

Attribution	Yes, if the licensed product includes a notice text.
Share Alike	Yes
Copyleft	Yes
Lesser Copyleft	Not covered by the licence
State Changes	Yes
<i>Permissions</i>	
Reproduction	Yes
Distribution/Communication	Yes
Derivative work	Yes
Sublicensing	Yes
Exclusivity	No exclusivity
Database rights	Not covered by the licence
Other	Also allowed to publicly display and publicly perform the licence product
<i>Miscellaneous usage constraints in relation to licensees, purposes, or intended use</i>	
Permitted recipients	Not covered by the licence
Permitted purposes	Not covered by the licence
GENERAL PROVISIONS	
Liability	Limitation of liability must be interpreted in a manner that, to the extent permissible by law, most closely approximates an absolute disclaimer and waiver of all liability. However, possible to accept liability.
Guarantee	As is basis, unless required by applicable law or agreed to in writing. However, possible to accept guarantee.
Applicable law	Not covered by the licence
Jurisdiction	Not covered by the licence
Hierarchy	Not covered by the licence
Escrow	Not covered by the licence
Non-competition	Not covered by the licence
PROVISIONS RELATED TO THE SERVICE PROVIDING THE DATA (IF ANY)	
Availability	Not covered by the licence
Response times	Not covered by the licence
SLAs	Not covered by the licence
Support	Not covered by the licence
Interface	Not covered by the licence

3.7 CDLA Sharing Licence

Source: <https://cdla.io/sharing-1-0/>

The Community Data Licence (CDLA)-Sharing licence aims to incorporate the principles of copyleft in a data licence. The licence establishes the framework for collaborative sharing of data in open source software communities by putting terms in place to ensure that downstream recipients can use and modify the concerned data. It was established by a working group of Linux Foundation. In addition to the CDLA Sharing licence, there is also a CDLA Permissive licence, which is comparable but does not contain any copyleft clause.

NAME OF THE TAG	PROVISION IN THE LICENCE CONCERNED
PROVISIONS RELATING TO THE CONTENT OR NATURE OF THE DATA	
Personal data	No personal data is claimed. However, the licence states that data providers must assure that the publication of the data does not violate any privacy obligation. In addition, data providers themselves have no right or expectation of privacy or data protection in the data that they publish.
Public sector information	Not covered by the licence
Confidential information	It states that data providers must assure that the publication of the data does not violate any confidentiality obligation. In addition, data providers themselves have no right or expectation of confidentiality in the data that they publish.
Trade secret	Not covered by the licence
COMMERCIAL / BUSINESS RELATED PROVISIONS	
Remuneration (if applicable)	Not covered by the licence
Invoice (if applicable)	Not covered by the licence
Duration of the usage rights	Irrevocable
Termination for cause (i.e. other than due to the expiration of the duration)	No, but if licensee materially fails to comply with the provisions of the agreement and cannot remedy such failure in a reasonable period of time, it loses its rights.
PROVISIONS RELATING TO CONTROL, OWNERSHIP AND USAGE RIGHTS	
Exclusive control over data	Not covered by the licence
Patents	Covered but not granted
Trade marks	Covered but not granted
Copyrights	Covered and granted. Moral rights are waived and parties must agree not to assert moral rights.
Database rights	Covered and granted

Nature of the copyright clauses (if covered and granted)	See above
Usage restrictions for the recipient of the data (may be based on copyright or may be purely contractual)	
<i>Requirements</i>	
Notice	Yes, legal notice
Attribution	Yes, metadata, identification of data provider, hyperlink to data (if possible)
Share Alike	Yes
Copyleft	Yes
Lesser Copyleft	Not covered by the licence
State Changes	Not covered by the licence
<i>Permissions</i>	
Reproduction	Yes
Distribution/Communication	Yes
Derivative work	Yes
Sublicensing	Yes. Reference to the licencing agreement must be made
Exclusivity	No exclusivity
Database rights	Yes, although it references Use and Publication in general, not extraction or re-utilisation
Other	No
<i>Miscellaneous usage constraints in relation to licensees, purposes, or intended use</i>	
Permitted recipients	Not covered by the licence
Permitted purposes	Not covered by the licence
GENERAL PROVISIONS	
Liability	Limitation of liability must be interpreted in a manner that, to the extent permissible by law, most closely approximates an absolute disclaimer and waiver of all liability.
Guarantee	As is basis, without guarantees or conditions of any kind
Applicable law	Not covered by the licence
Jurisdiction	Not covered by the licence
Hierarchy	Not covered by the licence
Escrow	Not covered by the licence
Non-competition	Not covered by the licence
PROVISIONS RELATED TO THE SERVICE PROVIDING THE DATA (IF ANY)	
Availability	Not covered by the licence
Response times	Not covered by the licence
SLAs	Not covered by the licence
Support	Not covered by the licence

Interface	Not covered by the licence
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3.8 CME Group licence (“Information License Agreement”)

Source: <https://www.cmegroup.com/content/dam/cmegroup/files/download/information-license-agreement-sample.pdf>

In 2019, the Chicago Mercantile Exchange Inc (CME) Group published their Information License Agreement with the aim to share their information (i.e. market data) with others in order to enable them to create and innovate products, services and solutions. They adapted this licence to the recent regulatory changes in regard with privacy.

NAME OF THE TAG	PROVISION IN THE LICENCE CONCERNED
PROVISIONS RELATING TO THE CONTENT OR NATURE OF THE DATA	
Personal data	Yes, covered by the licence
Public sector information	Not covered by the licence
Confidential information	Yes, covered by the licence
Trade secret	Yes, covered as an intellectual property right
COMMERCIAL / BUSINESS RELATED PROVISIONS	
Remuneration (if applicable)	Yes, US dollars
Invoice (if applicable)	Yes, within 30 days of the data of the invoice issued by licensor. Daily interest may be charged on overdue fees
Duration of the usage rights	Not covered by the licence
Termination for cause (i.e. other than due to the expiration of the duration)	Yes, either party may terminate the agreement on 30 days’ written notice; with immediate effect in case of a breach with the agreement or in case of liquidation. Licensee may also terminate the agreement if the licensed data is altered or if its quality is reduced
PROVISIONS RELATING TO CONTROL, OWNERSHIP AND USAGE RIGHTS	
Exclusive control over data	Covered but not granted by the licence – specified in data specific Schedules
Patents	Covered but not granted by the licence – specified in data specific Schedules
Trade marks	Covered but not granted by the licence – specified in data specific Schedules
Copyrights	Covered but not granted by the licence – specified in data specific Schedules
Database rights	Covered but not granted by the licence – specified in data specific Schedules
Nature of the copyright clauses (if covered and granted)	/ - no explicit copyright clauses are included.

Usage restrictions for the recipient of the data (may be based on copyright or may be purely contractual)	
<i>Requirements</i>	
Notice	Yes
Attribution	Yes
Share Alike	Not applicable (derivative works only allowed for internal business purposes)
Copyleft	Not applicable (derivative works only allowed for internal business purposes)
Lesser Copyleft	Not applicable (derivative works only allowed for internal business purposes)
State Changes	Not applicable (derivative works only allowed for internal business purposes)
<i>Permissions</i>	
Reproduction	Specified in data specific Schedules
Distribution/Communication	Specified in data specific Schedules
Derivative work	Yes, but only for internal business purposes. Licensee may only disclose it to a third party with prior written consent of licensor. Licensor may license the right to create or distribute certain derivative works beyond the scope of the agreement under a separate licence agreement.
Sublicensing	Not sublicensable
Exclusivity	No exclusivity
Database rights	Yes, although it references usage rights in general, not extraction or re-utilisation
Other	Non-transferable
<i>Miscellaneous usage constraints in relation to licensees, purposes, or intended use</i>	
Permitted recipients	Not covered by the licence
Permitted purposes	Only for internal purposes, except if agreed between parties
GENERAL PROVISIONS	
Liability	Yes, quite extensive liability waivers
Guarantee	As is basis, without guarantees or conditions of any kind
Non-competition	Not applicable
Applicable law	US law
Jurisdiction	Arbitration - USA
Hierarchy	Yes, other documents (notably dataset specific Information Policies and Schedules) take precedence over the agreement
Escrow	Not covered by the licence
Non-competition	Not covered by the licence
PROVISIONS RELATED TO THE SERVICE PROVIDING THE DATA (IF ANY)	

Availability	Not applicable
Response times	Not applicable
SLAs	Not applicable
Support	Not applicable
Interface	Not applicable

3.9 Office for National Statistics licence

Source: <http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/>

The Open Government License for public sector information of the National Archives sets out licensing provisions to use and re-use public sector information, both in central government and the wider public sector.

NAME OF THE TAG	PROVISION IN THE LICENCE CONCERNED
PROVISIONS RELATING TO THE CONTENT OR NATURE OF THE DATA	
Personal data	Stated in the license that it does not cover personal data
Public sector information	Not covered
Confidential information	Not covered
Trade secret	Not covered
COMMERCIAL / BUSINESS RELATED PROVISIONS	
Remuneration (if applicable)	Not applicable – no charge applies
Invoice (if applicable)	Not applicable – no charge applies
Duration of the usage rights	Perpetual
Termination for cause (i.e. other than due to the expiration of the duration)	Not covered by the licence
PROVISIONS RELATING TO CONTROL, OWNERSHIP AND USAGE RIGHTS	
Exclusive control over data	Not covered by the licence
Patents	Stated in the license that it does not cover patents
Trade marks	Stated in the license that it does not cover trade marks
Copyrights	Right to use the copyrighted material
Database rights	Right to use the copyrighted material
Nature of the copyright clauses (if covered and granted)	General clauses
Usage restrictions for the recipient of the data (may be based on copyright or may be purely contractual)	
<i>Requirements</i>	
Notice	Not covered by the licence
Attribution	Yes, at least reference to the license
Share Alike	Not covered by the licence
Copyleft	Not covered by the licence
Lesser Copyleft	Not covered by the licence
State Changes	Not covered by the licence
<i>Permissions</i>	
Reproduction	Yes

Distribution/Communication	Yes
Derivative work	Not covered by the licence
Sublicensing	Not covered by the licence
Exclusivity	Non-exclusive
Database rights	Yes, although it references usage rights in general, not extraction or re-utilisation
Other	No
<i>Miscellaneous usage constraints in relation to licensees, purposes, or intended use</i>	
Permitted recipients	Not covered by the licence
Permitted purposes	Commercial and non-commercial
GENERAL PROVISIONS	
Liability	Limitation of liability must be interpreted in a manner that, to the extent permissible by law, most closely approximates an absolute disclaimer and waiver of all liability.
Guarantee	As is basis – guarantee must be interpreted in a manner that, to the extent permissible by law, most closely approximates an absolute disclaimer and waiver of all guarantee
Non-competition	Not covered by the licence
Applicable law	Law of the jurisdiction in which the information provider (not necessarily the same as the licensor) has its principal place of business, unless otherwise specified by the information provider
Jurisdiction	Not covered by the licence
Hierarchy	Not covered by the licence
Escrow	Not covered by the licence
Non-competition	Not covered by the licence
PROVISIONS RELATED TO THE SERVICE PROVIDING THE DATA (IF ANY)	
Availability	Not covered by the licence
Response times	Not covered by the licence
SLAs	Not covered by the licence
Support	Not covered by the licence
Interface	Not covered by the licence

3.10 ODC Open Database Licence (ODbL) v1.0

Source: <https://www.opendatacommons.org/licenses/odbl/1.0/>

The Open Database License is a model license agreement for open databases, created in 2009 by the Open Data Commons. It is a free and copyleft license meant for data; it is strongly discouraged to use this license for software.

NAME OF THE TAG	PROVISION IN THE LICENCE CONCERNED
PROVISIONS RELATING TO THE CONTENT OR NATURE OF THE DATA	
Personal data	Not covered by the licence
Public sector information	Not covered by the licence
Confidential information	Not covered by the licence
Trade secret	Not covered by the licence
COMMERCIAL / BUSINESS RELATED PROVISIONS	
Remuneration (if applicable)	Not applicable – no charges apply
Invoice (if applicable)	Not applicable – no charges apply
Duration of the usage rights	No
Termination for cause (i.e. other than due to the expiration of the duration)	Breach of the agreement (with immediate effect)
PROVISIONS RELATING TO CONTROL, OWNERSHIP AND USAGE RIGHTS	
Exclusive control over data	Not covered by the licence
Patents	Stated in the licence that it does not cover patents
Trade marks	Stated in the licence that it does not cover trade marks
Copyrights	Covered but not granted
Database rights	Covered but not granted
Nature of the copyright clauses (if covered and granted)	Predefined licence
Usage restrictions for the recipient of the data (may be based on copyright or may be purely contractual)	
<i>Requirements</i>	
Notice	Yes, subject to conditions
Attribution	Yes
Share Alike	Yes, subject to conditions, but also to restrictions
Copyleft	Yes
Lesser Copyleft	Yes
State Changes	Yes
<i>Permissions</i>	
Reproduction	Yes
Distribution/Communication	Yes

Derivative work	Yes
Sublicensing	Yes
Exclusivity	No exclusivity
Database rights	Covered, and both extraction and re-utilisation rights are granted
Other	Rights may be exercised in all media and formats
<i>Miscellaneous usage constraints in relation to licensees, purposes, or intended use</i>	
Permitted recipients	Agreement does not exclude any field of endeavour
Permitted purposes	Commercial use is allowed
GENERAL PROVISIONS	
Liability	Limitation of liability must be interpreted in a manner that, to the extent permissible by law, most closely approximates an absolute disclaimer and waiver of all liability.
Guarantee	As is basis, no guarantee, except if the applicable jurisdiction excludes an implied guarantee
Applicable law	License takes effect in and will be governed by the laws of the relevant jurisdiction in which the licence terms are sought to be enforced.
Jurisdiction	Not covered by the licence
Hierarchy	Not covered by the licence
Escrow	Not covered by the licence
Non-competition	Not covered by the licence
PROVISIONS RELATED TO THE SERVICE PROVIDING THE DATA (IF ANY)	
Availability	Not covered by the licence
Response times	Not covered by the licence
SLAs	Not covered by the licence
Support	Not covered by the licence
Interface	Not covered by the licence

3.11 Swedish API License

Source: <http://apilicens.se/en/dokumentation/licens/>

The Swedish API license is a free open source API licence. It provides general terms, but also allows the licensor to make choices (by using a License Wizard to customize the licence; the main options can be found at <http://apilicens.se/en/dokumentation/vagval/>), allowing it to adapt to different legal and business requirements. The work is licensed under Creative Commons Attribution 3.0 Unported licence. The project is financed by VINNOVA, the Swedish Governmental Agency for Innovation Systems.

NAME OF THE TAG	PROVISION IN THE LICENCE CONCERNED
PROVISIONS RELATING TO THE CONTENT OR NATURE OF THE DATA	
Personal data	Yes
Public sector information	Not covered by the licence
Confidential information	Not covered by the licence
Trade secret	Not covered by the licence
COMMERCIAL / BUSINESS RELATED PROVISIONS	
Remuneration (if applicable)	Possibility to create a price list
Invoice (if applicable)	Possibility to insert this in the price list
Duration of the usage rights	Perpetual
Termination for cause (i.e. other than due to the expiration of the duration)	Yes, breach of the agreement (immediate effect) and both parties have the right to terminate
PROVISIONS RELATING TO CONTROL, OWNERSHIP AND USAGE RIGHTS	
Exclusive control over data	Yes, assigned to licensor
Patents	Yes, assigned to licensor
Trade marks	Yes, assigned to licensor
Copyrights	Yes, assigned to licensor
Database rights	Yes, assigned to licensor
Nature of the copyright clauses (if covered and granted)	Not applicable
Usage restrictions for the recipient of the data (may be based on copyright or may be purely contractual)	
<i>Requirements</i>	
Notice	Yes, optional
Attribution	Not covered by the licence
Share Alike	Not covered by the licence
Copyleft	Not covered by the licence
Lesser Copyleft	Not covered by the licence
State Changes	Not covered by the licence
<i>Permissions</i>	

Reproduction	Yes
Distribution/Communication	Yes, optional
Derivative work	Not covered by the licence
Sublicensing	No
Exclusivity	No exclusivity
Database rights	Not covered by the licence
Other	No
<i>Miscellaneous usage constraints in relation to licensees, purposes, or intended use</i>	
Permitted recipients	Licensee must be 18 years
Permitted purposes	Use for commercial purposes can be excluded (optional)
GENERAL PROVISIONS	
Liability	Yes, with limitations
Guarantee	Yes, limited guarantee
Applicable law	Sweden
Jurisdiction	Swedish courts
Hierarchy	Not covered by the licence
Escrow	Not covered by the licence
Non-competition	Not covered by the licence
PROVISIONS RELATED TO THE SERVICE PROVIDING THE DATA (IF ANY)	
Availability	Not covered by the licence
Response times	Not covered by the licence
SLAs	Not covered by the licence
Support	Not covered by the licence
Interface	Not covered by the licence

3.12 Open Banking Limited – Open Licence

Source: <https://www.openbanking.org.uk/open-licence/>; the licence itself can be found at <https://www.openbanking.org.uk/wp-content/uploads/Open-Licence.pdf>

Open Banking Ltd in the UK has made this open licence available to support open banking, including in the context of the PSD 2 Directive. It allows certain service providers to access data which is held by banking institutions, allowing those service providers to create new apps or services.

NAME OF THE TAG	PROVISION IN THE LICENCE CONCERNED
PROVISIONS RELATING TO THE CONTENT OR NATURE OF THE DATA	
Personal data	Yes
Public sector information	Not covered by the licence
Confidential information	Not covered by the licence
Trade secret	Not covered by the licence
COMMERCIAL / BUSINESS RELATED PROVISIONS	
Remuneration (if applicable)	Free
Invoice (if applicable)	Not applicable
Duration of the usage rights	Unlimited, but revocable
Termination for cause (i.e. other than due to the expiration of the duration)	Yes, failure to comply with any terms and conditions of the Licence is cause for termination
PROVISIONS RELATING TO CONTROL, OWNERSHIP AND USAGE RIGHTS	
Exclusive control over data	Yes, assigned to licensor
Patents	Not covered by the licence
Trade marks	Yes, assigned to licensor; may be used by licensee to designate origins of the Open Data
Copyrights	Not covered by the licence
Database rights	Not covered by the licence
Nature of the copyright clauses (if covered and granted)	Not applicable
Usage restrictions for the recipient of the data (may be based on copyright or may be purely contractual)	
<i>Requirements</i>	
Notice	Yes
Attribution	Yes
Share Alike	Not covered by the licence
Copyleft	Not covered by the licence
Lesser Copyleft	Not covered by the licence
State Changes	Not covered by the licence
<i>Permissions</i>	
Reproduction	Yes

Distribution/Communication	Yes
Derivative work	Yes (but no changes to the Open Data may be made)
Sublicensing	No
Exclusivity	No exclusivity
Database rights	Not covered by the licence
Other	No
<i>Miscellaneous usage constraints in relation to licensees, purposes, or intended use</i>	
Permitted recipients	No provisions
Permitted purposes	No constraints; explicitly allows commercial and non-commercial use and adapting the data into different formats for the purposes of data mapping
GENERAL PROVISIONS	
Liability	Covered indirectly: all APIs shall be as accurate, comprehensive and up to date as reasonably practicable; other liability is excluded explicitly
Guarantee	Covered indirectly: all APIs shall be as accurate, comprehensive and up to date as reasonably practicable
Applicable law	English law
Jurisdiction	Courts of England
Hierarchy	Not covered by the licence
Escrow	Not covered by the licence
Non-competition	Not covered by the licence
PROVISIONS RELATED TO THE SERVICE PROVIDING THE DATA (IF ANY)	
Availability	Covered: all access to APIs is on a continuous basis without charge in accordance with the service level agreement agreed between the licensor and Open Banking.
Response times	Not covered by the licence
SLAs	Covered: all access to APIs is on a continuous basis without charge in accordance with the service level agreement agreed between the licensor and Open Banking.
Support	Not covered by the licence
Interface	Covered: Licensor warrants that the Open Data is made available in accordance with the terms of the 'data, technical and security standards' issued by Open Banking in compliance with the Competition and Market Authority's Retail Banking Market Investigation Order 2017

3.13 Microsoft Data Use Agreement for Open AI Model Development (DUA-OAI)

Source: <https://news.microsoft.com/datainnovation/#data-use-agreements>; the licence itself can be found at https://3er1viui9wo30pkxh1v2nh4w-wpengine.netdna-ssl.com/wp-content/uploads/prod/sites/560/2019/07/DUA-OAI-0.1_annotated_discussion-draft.pdf

The goal of the DUA-OAI is to create a template agreement that parties might use to share data to train an artificial intelligence (AI) model and then to make that trained AI model publicly available through an open source licensing structure – i.e. the purpose of data sharing (and the only permitted use) is constrained to the specific use case of training an AI. Microsoft has published this template in the context of a broader initiative for removing barriers to data innovation. It is a template, i.e. not intended only for use in contracts with Microsoft.

NAME OF THE TAG	PROVISION IN THE LICENCE CONCERNED
PROVISIONS RELATING TO THE CONTENT OR NATURE OF THE DATA	
Personal data	Yes, explicitly covered
Public sector information	Not covered by the licence
Confidential information	Yes, explicitly covered by confidentiality provisions
Trade secret	Not covered by the licence
COMMERCIAL / BUSINESS RELATED PROVISIONS	
Remuneration (if applicable)	Not specified
Invoice (if applicable)	Not applicable
Duration of the usage rights	One year by default
Termination for cause (i.e. other than due to the expiration of the duration)	Yes, failure to comply with any terms and conditions of the Licence is cause for termination
PROVISIONS RELATING TO CONTROL, OWNERSHIP AND USAGE RIGHTS	
Exclusive control over data	Indirect – the licence applies to “any rights Data Provider holds”
Patents	Indirect – the licence applies to “any rights Data Provider holds”
Trade marks	Indirect – the licence applies to “any rights Data Provider holds”
Copyrights	Indirect – the licence applies to “any rights Data Provider holds”
Database rights	Indirect – the licence applies to “any rights Data Provider holds”
Nature of the copyright clauses (if covered and granted)	Not applicable

Usage restrictions for the recipient of the data (may be based on copyright or may be purely contractual)	
<i>Requirements</i>	
Notice	Not covered by the licence
Attribution	Not covered by the licence
Share Alike	Not covered by the licence
Copyleft	Indirectly: licensee must make its Trained Model publicly available under an Open Source License
Lesser Copyleft	Not covered by the licence
State Changes	Not covered by the licence
<i>Permissions</i>	
Reproduction	Yes, if necessary for the purpose of training an identified AI Model
Distribution/Communication	Yes, if necessary for the purpose of training an identified AI Model
Derivative work	Yes, if necessary for the purpose of training an identified AI Model
Sublicensing	Yes, if necessary for the purpose of training an identified AI Model
Exclusivity	No
Database rights	Not covered by the licence
Other	No
<i>Miscellaneous usage constraints in relation to licensees, purposes, or intended use</i>	
Permitted recipients	No provisions
Permitted purposes	Use solely for the purpose of training an identified AI Model
GENERAL PROVISIONS	
Liability	Optional liability exclusion
Guarantee	No warranties or guarantees
Applicable law	Not specified (template)
Jurisdiction	Not specified (template)
Hierarchy	Not covered by the licence (except between any separate NDA and the licence; in that case the NDA takes precedence.
Escrow	Not covered by the licence
Non-competition	Not covered by the licence
PROVISIONS RELATED TO THE SERVICE PROVIDING THE DATA (IF ANY)	
Availability	Not covered by the licence
Response times	Not covered by the licence
SLAs	Not covered by the licence
Support	Not covered by the licence
Interface	Not covered by the licence

3.14 Norwegian Licence for Open Government Data (NLOD) 2.0

Source: <https://data.norge.no/nlod/en/2.0>

The NLOD 2.0 licence is made available to disseminate open data, including in the context of the open data portal API (see <https://data.norge.no/api-0>).

NAME OF THE TAG	PROVISION IN THE LICENCE CONCERNED
PROVISIONS RELATING TO THE CONTENT OR NATURE OF THE DATA	
Personal data	Excluded; licence may not be applied to personal data
Public sector information	Yes, intended for PSI (or rather, for Government Data)
Confidential information	Not covered by the licence
Trade secret	Not covered by the licence
COMMERCIAL / BUSINESS RELATED PROVISIONS	
Remuneration (if applicable)	Free
Invoice (if applicable)	Not applicable
Duration of the usage rights	Perpetual
Termination for cause (i.e. other than due to the expiration of the duration)	Yes, failure to comply with any terms and conditions of the Licence is cause for termination
PROVISIONS RELATING TO CONTROL, OWNERSHIP AND USAGE RIGHTS	
Exclusive control over data	Not claimed
Patents	Excluded
Trade marks	Excluded
Copyrights	Covered
Database rights	Covered
Nature of the copyright clauses (if covered and granted)	General usage licence for the licensee
Usage restrictions for the recipient of the data (may be based on copyright or may be purely contractual)	
<i>Requirements</i>	
Notice	Yes
Attribution	Yes
Share Alike	Not covered by the licence
Copyleft	Indirectly: licensee must make its Trained Model publicly available under an Open Source License
Lesser Copyleft	Not covered by the licence
State Changes	Not covered by the licence

<i>Permissions</i>	
Reproduction	Yes
Distribution/Communication	Yes
Derivative work	Yes
Sublicensing	No
Exclusivity	No
Database rights	Yes, although it references usage rights in general, not extraction or re-utilisation
Other	No
<i>Miscellaneous usage constraints in relation to licensees, purposes, or intended use</i>	
Permitted recipients	No provisions
Permitted purposes	No limitations
GENERAL PROVISIONS	
Liability	Extensive liability exclusions for the licensor (although the licensee may add liability assurances in their re-use)
Guarantee	No warranties or guarantees
Applicable law	Norway
Jurisdiction	Licensor's ordinary legal venue (which for the Norwegian government is the Courts of Oslo)
Hierarchy	Not covered by the licence
Escrow	Not covered by the licence
Non-competition	Not covered by the licence
PROVISIONS RELATED TO THE SERVICE PROVIDING THE DATA (IF ANY)	
Availability	Not covered by the licence
Response times	Not covered by the licence
SLAs	Not covered by the licence
Support	Not covered by the licence
Interface	Not covered by the licence