



JOINUP SEMANTIC ASSET LICENSING FRAMEWORK

JOINING UP GOVERNMENTS



DOCUMENT METADATA

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ABOUT JOINUP

This report has been created as part of Action 1.1 of the Interoperability solutions for European public administrations (ISA) programme of the European Commission (EC). This programme funds initiatives to foster the efficient and effective cross-border electronic interactions between European public administrations. Action 1.1 of this project is targeted towards improving the semantic interoperability of European e-Government systems.

Joinup is an integrated collaborative platform that was created is maintained by the ISA Programme. The main purpose of the platform is to encourage European public administrations to share and reuse interoperability solutions, including open-source software and semantic interoperability assets.

- In the context of Action 1.1, Joinup will facilitate access to semantic interoperability assets within its semantic asset repository. Joinup offers the following services to e-Government projects and their stakeholders: Some of those assets are produced by the ISA Programme to provide the semantic essentials for everybody. Those are stored directly within Joinup. Some of those assets are produced by third parties and contributed to the Joinup repository. Some of those assets will be federated assets that just point to the right resource. Joinup will contain meta-information on those assets.
- Joinup will offer a filter to select assets based on the degree of freedom they come with. Some assets are part of the open-data movement and are optimized for re-use and derivative creations. Others are fixed and come with very restrictive terms.
- Joinup has a clearing process will safeguard certain rules and standards to assure the quality of published assets.
- Community features will be available on the platform, e. g. a forum to discuss best practices for the use of assets.
- Joinup will invite to seminars and workshops that are related to its activities.
- Joinup offers coaching services for the creation and/or reuse of interoperability assets.

More information on Joinup can be found at: [http:// joinup.ec.europa.eu](http://joinup.ec.europa.eu).

ABOUT ISA

ISA, the programme on Interoperability Solutions for European Public Administrations, addresses this need. ISA supports and facilitates efficient and effective cross-border electronic collaboration between European public administrations. The programme enables the delivery of electronic public services and ensures the availability, interoperability, re-use and sharing of common solutions.

<http://ec.europa.eu/isa/>

TYPOGRAPHICAL CONVENTIONS

The type styles shown below are used in this document to emphasize parts of the text.

Arial – 12 pt.: Standard body text

Arial – 12 pt. Italic: Citations

The requirements level indicators are fully aligned to “RFC2119 - Key words for use in RFCs to Indicate Requirement Levels” and are used as follows:

MUST means, that this policy element or requirement is to be fulfilled unexceptionally.

SHOULD indicates an optional policy element / requirement which may be fulfilled if desired.

MANAGEMENT SUMMARY

This licensing framework is a light weight system to acquire legal information about semantic assets stored in the Joinup platform, to link that legal information to the asset and to allow users of the Joinup platform to filter assets based on that legal information.

It also establishes a system for the production of assets by Joinup platform itself as well as a licensing model for Joinup platform's own assets with a focus on optimal conditions for re-use of those assets.

1 INTRODUCTION

The goal of this document is to establish clear rules for assets within the Joinup platform. This will allow users of the platform to have sufficient information on the rights and restrictions attached to an asset and to allow contributors to easily find out under which conditions their assets can be contributed or federated.

As the Joinup platform is optimised towards the federation, distribution and re-use of semantic assets from a variety of governmental and non-governmental sources, the system has to be tolerant of a variety of licensing options. Still, the choice of very open and unrestricted licences for the Joinup platform's content owned by the European Union shows a certain preference for this type of licence. The very reason for the openness is mainly to allow creative re-use unburdened by restrictions and to keep the licensing complexity within reach of the average user of the Joinup platform.

To achieve the above, a system with meta-information on licensing is established. Contributors can tag their assets and users can search within the tagged categories. Tags for the licence attached to an asset are provided by the contributor according to a limited set provided by the Joinup platform. The concrete technical implementation of such a system can take a variety of routes. The important aspect is the link between the asset as an object of licensing and the meta-information about that license. This link will be provided within the Joinup platform and take a variety of formats and interfaces.

This document only contains the necessary rules needed for the overall Joinup platform licensing framework. Explanations and other descriptions will be provided in a separate Notice.

2 DEFINITIONS

1.1 SEMANTIC ASSET

A semantic asset is a set of semantic definitions, in whatever format, that is packaged together in a container of some sort and that builds a unit of coherent meaning

1.2 ARTEFACT

Artefacts are atomic semantic definitions forming an atomic unit of meaning (e.g. `<given_name />`).

1.3 LICENCE

A licence is a document containing provisions allowing or restricting actions and uses normally reserved for the copyright holder.

1.4 TAG

A syntactic entity representing a semantic definition of an atomic part of a licence.

1.5 CONTRIBUTION

Contribution is understood as the fact of consciously giving a copy of an asset or artefact to the Joinup platform for further use, distribution and production of derivative works.

2. INCOMING RIGHTS

2.1 ASSETS PRODUCED BY THE EUROPEAN COMMISSION

The Joinup platform is not only a federation system. The platform also diligently provides core semantic bricks that serve to build up semantic interoperability between procedures and processes in the administration and beyond. Those assets are produced by the European Commission itself with the help of collaborators.

2.1.1 Contributions from employees

The most common scenario may be that the people having an employment contract with the European Commission contribute to the creation of an asset. Both employment contract and consulting agreements regularly contain provisions that such contributions are “work for hire” and thus copyright is directly created within the European Union. No further incoming licensing is needed. The same is true for collaborators who have a direct contract (e.g. consulting) with the European Commission. Note that FP7 research projects do not fall into this category.

2.1.2 Collaboration with third parties on assets and artefacts

To create, adapt and maintain core vocabularies for example, the Joinup platform allows for the collaboration with third parties who have no direct relation to the European Commission. Those will typically review assets and suggest improvements or even new artefacts to be included in the asset. Before doing so, they will have to issue a commitment that their contribution can be taken up and published by European Union:

ISA Collaborator Licence Agreement v1.0

The Collaborator vouches that he/she has all rights necessary to license his/her contribution to this wiki and to the Joinup platform in a way that does not violate copyright, patent, and trademark rights, contractual obligations, or libel and export control regulations.

The Collaborator hereby grants to the European Union, a perpetual, non-exclusive, royalty-free, world-wide right and licence under any Collaborator copyrights in his or her contributions to publicly display, publicly perform, copy, sub-license, publish, use, and modify the contributions and to distribute the contribution under an Open License or one with more restrictive terms, as well as a right and licence of the same scope to any derivative works prepared by European Commission and based on, or incorporating all or part of the contribution. The Collaborator further agrees that any derivative works of his contribution prepared by the European Commission shall be solely owned by the European Union. For significant contributions, the European Commission will retain attribution within Action 1.1 of the ISA Programme as far as is practical. The European Commission makes no a priori commitment to support contributions.

Unless the Collaborator, upon joining a Working Group as indicated in the Process and Methodology for Core Vocabularies, indicates a patent number and the exact claims he is not willing to license, the Collaborator agrees to make available his contributions under the following licensing requirements:

The Collaborators will make available all essential claims that he or she owns or has the right to license and that read on any of the works within the Joinup platform Working Group they join.

The license may not be conditioned on payment of royalties, fees or similar consideration.

The Collaborator will make available all essential claims as stated above to any third party without a possibility for discrimination.

The patent licensing commitments herein are limited to the use and implementation of the assets produced by the Working Group, the Collaborator is joining.

The licence given by the Collaborator may be suspended if the licensee sues the licensor for any other patent infringement.

The commitments of the license are binding for the lifetime of the patent, regardless of the later status of participation.

The commitment given extends to derivative works unless the Collaborator's contributions are themselves changed.

Except as specifically set forth in this Agreement, no other express or implied patent, trademark, copyright, or other property rights are granted under this Agreement, including by implication, waiver, or estoppel.

Before giving access to the Joinup platform, evidence of the Collaborator's agreement with the licence above **MUST** be collected.

2.2 ASSETS CONTRIBUTED TO THE JOINUP PLATFORM

Instead of a constant collaboration, contributions can take the form of a submission of an entire asset potentially constituted of thousands of artefacts. It is not without a certain probability that such an asset comes with a given licence. From there, two options are open:

- The European Commission can ask the owner of the asset to submit that asset to the Joinup platform repository under the collaboration licence as specified above.
- The European Commission with the Joinup platform can accept the asset under its initial licence into the repository while adding the right tags and licensing meta-information.

2.2.1 Implementation of incoming rights from contributing third parties

Choosing the first option, the legal requirements are the same as for third parties collaborating on an ongoing basis with the Joinup platform. The Joinup platform **MUST** create evidence that the owner of the asset has agreed to the following legal statements:

The Collaborator vouches that he/she has all rights necessary to license his/her contribution to the Joinup platform in a way that does not violate copyright, patent, and trademark rights, contractual obligations, or libel and export control regulations.

The Collaborator hereby grants to the European Union, a perpetual, non-exclusive, royalty-free, world-wide right and licence under any Collaborator copyrights in his or her contributions to publicly display, publicly perform, copy, sub-license, publish, use, and modify the contributions and to distribute the contribution under an Open License or one with more restrictive terms, as well as a right and licence of the same scope to any

derivative works prepared by European Commission and based on, or incorporating all or part of the contribution. The Collaborator further agrees that any derivative works of his contribution prepared by the European Commission shall be solely owned by the European Union. The European Commission will retain attribution within Action 1.1 of the ISA Programme as far as is practical. The European Commission makes on a priori commitment to support contributions.

In case the contribution creates shared copyright, the Collaborator understands that the European Union will be able to exercise all rights as a copyright owner of the Collaborator's contribution, including enforcement against infringement by third parties without additional agreement or notice.

Unless the Collaborator, upon joining a Working Group as indicated in the Process and Methodology for Core Vocabularies, indicates a patent number and the exact claims he is not willing to license, the Collaborator agrees to make available his contributions under the following licensing requirements:

- The Collaborators will make available all essential claims that he or she owns or has the right to license and that read on any of the works within the Joinup platform Working Group they join.*
- The license may not be conditioned on payment of royalties, fees or similar consideration.*
- The Collaborator will make available all essential claims as stated above to any third party without a possibility for discrimination.*
- The patent licensing commitments herein are limited to the use and implementation of the assets produced by the Working Group, the Collaborator is joining.*
- The licence given by the Collaborator may be suspended if the licensee sues the licensor for any other patent infringement.*
- The commitments of the license are binding for the lifetime of the patent, regardless of the later status of participation.*
- The commitment given extends to derivative works unless the Collaborator's contributions are themselves changed.*
- Except as specifically set forth in this Agreement, no other express or implied patent, trademark, copyright, or other property rights are granted under this Agreement, including by implication, waiver, or estoppel.*

2.2.2 Licensing requirements for Contributions into the Joinup platform

If an asset is to be stored into the repository and still carry its own initial licence, the information about the licence applicable **MUST** be stored in the Joinup platform. If the licence text is not reliably available on the Internet, the licence text **MUST** be stored with the asset into the system. Additional meta-information and tags will help users of Joinup platform to filter those assets. Therefore, the correct meta-information **MUST** be selected by the Contributor within the available tags when submitting the asset. The Joinup platform **MUST** create evidence that the Contributor has agreed to the following provisions:

The Contributor hereby grants the European Union a perpetual, non-exclusive, royalty-free, world-wide right and licence under any Contributor copyrights in the submitted asset to publish this asset as part of the Joinup platform under the licence specified by the Contributor and stored into the system.

The Contributor hereby asserts that he or she was given the occasion to enter his/her licensing information and the meta-information tags related to that licenses and accepts that the Joinup platform may add or change corresponding tags to the asset and its licenses.

The Contributor acknowledges that acceptance into the Joinup platform is conditioned on the provision of correct licensing information. In case of missing or misleading licensing information related to copyrights and patents the European Commission MAY retract the asset from the Joinup platform.

The Contributor vouches that he/she has all rights necessary to license his/her contribution to this wiki and to the Joinup platform in a way that does not violate copyright, patent, and trademark rights, contractual obligations, or libel and export control regulations.

The tags available to the Contributor MUST be harmonised with the ADMS Specification.

The following tags MUST be present in the Joinup platform:

- Public domain
- Attribution
- Viral effect (a.k.a. Share-alike)
- non-commercial use only
- no derivative work
- royalties required
- reserved names / endorsement / official status
- nominal cost
- grant back
- Jurisdiction within the EU
- other restrictive clauses
- known patent encumbrance
- unknown IPR

In order to protect users, the tags MUST be clearly shown in the full view of an asset. The Joinup platform MUST provide a link to the licence of the asset. The Joinup platform SHOULD

NOT register or store information with unknown IPR information. The Joinup platform MAY provide icons to represent the tags in a user interface. The Joinup platform SHOULD provide a system to filter assets by tags.

Assets that are licensed under a BSD licence, the ETATLAB open licence, the UK Open Government Licence, Creative Commons CC-BY or W3C Software Licence, can just be published as is by the Joinup platform under the same licence and interface as the Joinup platform's content owned or licensed out by the European Union.

3. FEDERATED ASSETS

Federated Assets are not stored in the Joinup platform. The platform merely provides pointers and meta-information for those assets. The European Union therefore does NOT need any own rights on those Assets. The added value of the Joinup platform lies within its own system of meta-information, that allows user to easily find and evaluate the usability of a certain asset.

3.1 CONDITIONS FOR REGISTERING ASSETS INTO THE JOINUP PLATFORM FEDERATION SYSTEM

Through the Joinup platform, the European Commission provides a central point of information on semantic assets. There are certain expectations on such a point of information. This has been made clear in the document “Vision of the clearing process”. Advice was given to align the core elements required with the “Dublin Core Metadata Element Set”. It contains a Section on “rights” that can be further detailed with the meta-information as required for Contributions as set out in Section 2.2.2.

If an asset located outside the Joinup platform is referenced, such Reference MUST have:

1. a URI;
2. the meta-information required by the ADMS Specification;
3. the correct tagging as set out in Section 2.2.2.

If an asset located outside the Joinup platform is referenced, such Reference MUST have:

1. a full text of the licence it is published under; OR,
2. a link to the full text of such licence.

3.2 USING FEDERATED ASSETS

One of the advantages of a warehouse for semantic assets and artefacts is the potential gains by re-using those assets and artefacts and by mixing several artefacts from various sources into a new asset. Note that by mixing artefacts in this way, the most restrictive interpretation on allowances MUST be applied. The Joinup platform MUST not allow mixing of federated assets and artefacts with assets or artefacts from its own repository unless they have sufficient rights attached to it.

4. OUTGOING RIGHTS

So far we have almost exclusively addressed rights flowing from asset providers and contributors to the European Union via the Joinup platform. This section addresses the licensing from the European Union to users of the Joinup platform. Users in this context are people using assets found via the Joinup platform, but also all downstream repositories that federate with the Joinup platform and take content from it into their own repository.

4.1 USER LICENCE FOR WORKS PRODUCED AND COPYRIGHTED BY THE EUROPEAN COMMISSION WITHIN THE JOINUP PLATFORM

Works produced within the Joinup platform's collaborator agreement and works where the European Union retains sufficient rights as set out in Section 2 are published under the [ISA Open Metadata Licence v1.0](#) as provided below:

ISA Open Metadata Licence v1.0

The European Union represented by the European Commission is the owner and/or controls of the copyright and any other intellectual and industrial property rights related to the information and/or data (the "Works") offered to You under this licence. Use of copyright and database right protected Works expressly made available under this licence indicates your acceptance of the terms and conditions below.

In accordance to Commission Decision 2006/291/EU, You are herewith granted a worldwide, royalty-free, perpetual, non-exclusive licence to Use and re-Use the Works and any modifications thereof for any commercial and non-commercial purpose allowed by the law and provided that you respect the following conditions:

- You agree to acknowledge the source of the Works by including attribution to the Contributor(s) where provided and practical, and a link to the Joinup platform;*
- Acts directed to mislead others or misrepresent the Works, their content or source are prohibited;*
- You will not Use the name of the European Commission and that of its Contributor(s) to endorse or promote products and services derived from the Use of the Works without specific prior written permission.*

No Warranty

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UNION HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS OR FOR ANY CLAIM BY ANY THIRD PARTY.

Governing Law

This licence is governed by the laws of the jurisdiction in which the Contributor has its principal place of business, unless otherwise specified by the Contributor.

Definitions

"Contributor" means the natural or legal person whose Work is, by agreement with the European Commission, provided under this open licence.

"Use" means doing any act which is restricted by copyright or database right, whether in the original medium or in any other medium, and includes without limitation distributing, copying, adapting, modifying as may be technically necessary to use it in a different mode or format. "Re-use" means the use of the Works for purposes other than the initial purpose for which the Works were produced.

"You" means the natural or legal person, or body of persons corporate or incorporate, acquiring rights under this licence.

4.2 USING ASSETS CONTRIBUTED INTO THE REPOSITORY BY THIRD PARTIES

Assets covered by this section are those that have been contributed and are served physically from the Joinup platform. The handling of incoming rights in this case is specified in Section 2.2.2 of the present document.

As those contributions are under third party rights and licences, the information given at the contribution into the licensing field have to be provided during publication and distribution of those assets via the Joinup platform.

This has to be done in a link from the view on an asset to the actual licensing text either on the Joinup platform or on the site of the initial asset Contributor.

In any case, assets acquired under the French ETALAB license or under the UK Open Government licence are handled in the same way as own assets, also for the outgoing licence as specified in Section 4.1, but with the addition of providing the initial source of the contributed asset in an attribution either by text or by link or by both.

4.3 USING FEDERATED ASSETS REGISTERED INTO THE REPOSITORY META-INFORMATION

Federated assets are assets where the actual body of the asset is not physically stored within the Joinup platform. Only meta-information is stored in the Joinup platform. This meta-information is licensed under the same licence as set out in Section 4.1. All other information is contained as links and a visible disclaimer indicates that those are only federated assets that do have their own source and rights framework attached to them. The disclaimer would read:

Disclaimer

This asset is federated and thus just referenced by the Joinup platform . Information on owner and usage rights are only given as an indication. For an authoritative answer, it is imperative to verify the source of the assets as indicated in the Joinup platform me