isa
*Interoperability Solutions
for European Public Administrations*

JOINING UP GOVERNMENTS

EUROPEAN COMMISSION

Sharing and Reusing Clauses

for contracts

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Objective of ISA action

- Holistic approach to cross border sharing and reuse (public administrations assets).

- Common strategy regarding legal instruments (clauses)

- Quick wins: obtain a significant positive impact with little effort

Taking advantage of previous works

- Guideline of public procurement of OSS

- Guide for the procurement of standard-based ICT

- Joinup experience and studies

- EC licensing practice (the multilingual EUPL)

PA writes and distribute its own software

- With internal or external resources (contractor)

PA reuses existing third party software

- For integration in PA solutions

PA migrates from solution A to solution B

- And wants to avoid « vendor locking »

The use/reuse of « non-software » assets:

- Standards

- Semantic assets (taxonomies, thesauri)

Community building

- OSS is not « only » a licensing model, but (also) a development model

Specific PA software = that *could* be shared/distributed (distribution or sharing ≠ deprivation)

The supplier will grant that the purchasing authority has the right to distribute the delivered application under the European Union Public Licence (EUPLv1.1 or later) or any licence(s) providing the rights stated in the article 2 of the EUPL.

A **world-wide**, **royalty-free**, **non-exclusive**, **sub-licensable** licence to :

- use the Work in any circumstance and for all usage,
- reproduce the Work,
- modify the Original Work, and make Derivative Works based upon the Work,
- communicate to the public, including the right to make available or display the Work or copies thereof to the public and perform publicly, as the case may be, the Work,
- distribute the Work or copies thereof,
- lend and rent the Work or copies thereof,
- sub-license rights in the Work or copies thereof.

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PA writes or orders specific software and "_Decides_" OSS development

OSS is as much a development model than a licensing model. "Community" must be organised / supported

In its proposal, the supplier will detail how it will:
- *Organise, animate and support a long term developers community in order to bring new developments, corrections and improvements to the delivered software or solution;*
- *Encourage contributions (to the software or solution) from the public authority itself, from its own staff and from third parties;*
- *Organise technically and legally the collaborative work of the community;*
- *Combine its own software guarantee – if any – with the work provided by this developers community;*

EPFSUG
European Parliament Free Software User Group

- Independent Web site (epfsug.eu)
- Open to various categories of participants
  - MEPs
  - Officials
  - Supporters
  - Developers and Hackers
- Dedicated « animator » / Intensive mailing activity
- Strong philosophical background (Free software, Green, FSFE, Ambition to « Set an example for all European public institutions »)
- Variety of activities (meetings, lunches & cake parties, FOSSDEM, T-Shirts etc.)

EPFSUG.EU   Everybody needs a hacker   Free software in the EP

= Copyright, marks, names, logos, Web domains, documentation, data, manuals, documentation

The ownership of all copyright, trademarks, trade names, patents, and all other intellectual property rights ("IPR") specifically developed and implemented in the provided system or solution: graphics, website layout, surface content, logos and devices, and the rights to the domain name(s), manuals, training materials or presentations, shall be transferred and remain vested to the contracting authority.

At the sole exception of IPR licensed to the contracting authority under licence(s) providing the rights stated in the article 2 of the EUPL, The contracting authority, as the acknowledged owner, shall be and remain the sole owner of all IPR in all data, material, documentation or information inputted, loaded or placed onto the provided system or solution in any manner, reports generated by or from the system, material or documentation placed on the system, outputs, and end-products.

The successful tenderer will be required to indemnify the contracting authority against third party claims relating to the awarding authority use, re-use, re-distribution or licensing of any part of the provided system or solution (software, hardware or intellectual property).

Implemented standards, interfaces, protocols, formats, semantic assets (i.e. taxonomies) must be:

- *Implementable by all potential providers of equivalent technologies.*

- *The past and future development of the standard is open and transparent.*

- *Reusable without restrictions and royalty free in the framework of a distribution providing the rights stated in the article 2 of the EUPL v1.1 or later.*

Vendor must indemnify for the "cost of locking"

All standards, interfaces, protocols, formats or semantic assets implemented by the supplied solution and required for the full use of all data created or maintained using the supplied solution during the lifetime must be made available to providers of equivalent technologies who may be awarded a subsequent contract, with no additional costs.

Any costs resulting from the lack of availability, licence restrictions or royalties related to these standards, interfaces, protocols, formats or semantic assets shall be borne by the provider of the supplied solution.

Such costs may be minimized by ensuring that the supplied solution uses only standards, interfaces, protocols or formats that:
- *are implementable by all potential providers of equivalent technologies;*
- *are developed through an open and transparent process;*
- *can be reused without restrictions and royalty free in the framework of a distribution providing the rights stated in the article 2 of the EUPL.*

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