



Deliverable

A report covering limitations and constraints on free movement of geological data. Creation of basic user/supplier forms potentially in the form of a European Open Geoscience Licence

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GENERAL INTRODUCTION

GeoERA is a research programme run by the GeoERA Consortium made up of partner organisations drawn from European national and regional Geological Survey Organisations [GSOs]. Members are from EU member states plus EEA and candidate countries. Only members of the GeoERA Consortium will be beneficiaries of the GeoERA projects, so the membership of the programme and the stakeholders are key to any potential licensing framework. The research area provided through GeoERA and the collaboration of the GSOs supports the European Research Area Policy advocating “free movement of researchers, knowledge and technology across Europe” and aligns research agendas and funding. GeoERA also contributes to the strategic vision delivering a Geological Service for Europe, i.e. a common base focusing on European policy in the area.

The overall aim of GeoERA is to integrate information and knowledge to support the sustainable use of the subsurface. It is intended that the geoscientific projects (GSPs) on subsurface water, energy and raw material resources will produce and access large amounts of geological data and information and, in support, the GeoERA Information Platform Project (GIP-P) will establish a common platform for organising, disseminating and sustaining the digital results of those projects. Within this platform identifying any constraints for the data and data products being accessible to a broad range of stakeholders for verification, re-use and download requires an emphasis on standardised conditions for access, interoperability and sustainability where possible. Therefore great effort is being put into adhering to European and international standards in order for the GeoERA results to be useful to external users, thereby maximizing the overall impact of the project.

EXECUTIVE REPORT SUMMARY

This report addresses the limitations on free movement of geological data and advocates the use of particular types of basic user/supplier forms. All the participants and stakeholders [the partners] need to have a clear understanding of how data will be sustainably managed, accessed and re-used within the GeoERA programme. This is to ensure the continuous relationship between the partners and the database resource after completion of the project. There are many factors that affect the free movement of data and within this report: consent, embargoes, data protection, user/ supplier licence agreements and acknowledgements/DOIs are analysed as to their potential effect on the GeoERA programme.

Licensing agreements need to accommodate any future potential changes both for the supply of data and also for the re-use of that data. At an early stage, it was recognised that for the GIP-P to operate effectively and, more importantly, legally, two requirements would need to be adhered to: (i) information and knowledge used by the science teams and projects would need to be free and unencumbered, making future access and use unconstrained and (ii) making geological information, results, models, etc., created or derived as a result of the projects, wherever possible free for reuse and preferably useable via Open Access.

Without robust agreements and licensing arrangements being in place, there is a risk to outputs being subject to legal challenge especially given the number of linked partners involved across different jurisdictions. This points towards the development of a



dedicated geoscience licence that can accommodate the range of exceptions and conditions required, see Appendix A for examples.



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1. SUPPLIER - USER INTERACTION

Ensuring that all participants and stakeholders [the partners] have clarity about how data will be accessed and re-used within the GeoERA programme that is sustainable once the project ends is core to the current, future and continuing relationships between the partners and the database resource that is created. While GeoERA operates up to December 2021, existing partners may change. Only members of the GeoERA Consortium will be beneficiaries of the GeoERA projects, so changes to the membership of the programme could affect the sustainability of the database. Licensing agreements need to accommodate any future potential changes both for the supply of data and for the re-use of that data. Given that the beneficiaries are the partners and they are providing the core data, the issue turns on how future changes to data supply can be controlled. Offering non-exclusive perpetual licences to founder or original partners and setting out the terms and conditions of their use is one option to meet those needs. Similarly, agreeing a cut off point for accessing the data, should a supplier GSO withdraw from GeoERA at any stage, delivers a solution that aligns with the termination provisions standard in any agreement.

Concern has already been expressed [in D10.1] about the use of data and the varying conditions of re-use as some available data is not freely open being subject to differing ownership and copyright approaches. Partner GSOs and their linked third parties operate under different legal frameworks. In the UK, for example a standardised Open Government Licence [OGL] applies [see Appendix A draft options] as generally official information is subject to one copyright regime and other public sector bodies have chosen to adopt the OGL in full or with adaptations. Open licensing has also been encouraged by EU policy supporting the alignment of public sector information and openness through the Open Data Directive 2019 [<https://ec.europa.eu/digital-single-market/en/european-legislation-reuse-public-sector-information>]. Where data re-use is not fully open, for example by requiring conditions over data use, embargoes, or where there are commercial or other considerations, then it cannot be an Open Licence. This is why the term “European Open Geoscience Licence” may not reflect accurately every aspect of the constituent parts of the GeoERA project and indicates that a tailored attribution licence is a preferred option. Any licence should avoid complexity that runs counter to the GeoERA vision. The licence will be able to handle varying conditions.

Questions that are likely to arise from a supplier GSO standpoint:

1. Under EU legal frameworks what proportion of GSO partner data is fully open?
2. Do parts of the GSO data produced by third party suppliers or contractors or other linked entities, create copyright, database right or other rights in the data that constrain the GSO?
3. Is the GSO able to license all rights in the data they contribute to GeoERA?
4. Does the existing licensing framework used by the GSOs align with the European Geoscience licence provisions?

Questions that are likely to arise from a user standpoint:



5. Do all GSO partners have the authority to agree licensing terms for all the data they contribute to GeoERA?
6. If not, and conditions apply, are there consistent conditions that apply across partner GSOs to allow for standardisation?
7. What restrictions do individual GSO partners need to respect in relation to their data re-use?
8. Can the GSOs agree on the conditions of use?

At an early stage, it was recognised that for the GIP-P to operate effectively and, more importantly, legally, two requirements would need to be adhered to: (i) information and knowledge used by the science teams and projects would need to be free and unencumbered, making future access and use unconstrained and (ii) making geological information, results, models, etc., created or derived as a result of the projects, wherever possible free for reuse and preferably useable via open access/open licensing. Without robust agreements and licensing arrangements being in place, there is a risk to outputs via legal challenge especially given the number of partners and linked partners involved across different jurisdictions, even though linked through EU legal frameworks. This would impact on the intended results of GeoERA, as any dataset produced by GSPs might end up with restrictions on their use. Examples across different GSO jurisdictions identified differing restrictions, often for regulatory or operational reasons, that created constraints for a fully open model. This points towards the development of a dedicated geoscience licence that can accommodate the range of exceptions and conditions required.

2. CONSENT

Consent is a term which, in a legal sense when discussing rights of use of copyright and other data base rights, is generally framed as “authorship”: who is the owner, as opposed to has the owner consented to use. Fortunately, the law is fixed and stable in this area and we know that the person who creates the work is the author. Thus, the creator of data for the purposes of GeoERA is the author. Complications do arise when we look at derivative works where the application of this principle is not as simple and was discussed in WP10.1 – derivative works.

It is recognised that the identity of the author is not always known: obvious examples of such a situation are presented by anonymous works. A work of unknown authorship is if a person cannot identify the identity of the author by reasonable enquiry. It is not clear, however, which person undertakes this reasonable enquiry. A logical solution would be to make this a subjective test, to be performed by a person or body that wishes to deal with the work and therefore needs to trace the origin of the work, starting with its author, if the person/body wishes to obtain the permission to deal with the work. An author that has not yet claimed authorship always retains the opportunity to make such a claim and there is no time limit.

Also, to complicate the matter, an increasing number of works are produced as a result of collaboration between two or more creators. In this case, rules relating to individual



creators (as outlined above) apply to each of the authors/creators, as long as it is possible to distinguish and identify the individual contribution of each of the creators to the work. Merely providing some critical comments on the work of the author and making some suggestions will not be sufficient to claim that one is a joint owner. One must make distinct contributions.

Once consent has been established from the appropriate “creator”, all partners need to have the same understanding of their rights and obligations in joining the consortium and contributing to GeoERA. Without such clarity, a partner could change, or misunderstand their involvement to the detriment of the service. The sample clauses for illustration, set out in Appendix A, are the types of commitment that all parties should sign up to in default of any existing formal agreement or understanding. Once the data is being shared, even if only to other partners, it is escaping out of the licensing control of the individual information provider and probably moving outside its licensing jurisdiction. For this reason, all partners need the confidence and reassurance that they will be accessing data on the same terms as other partners will access their data. This is even more important if certain partners’ data is deemed to have more value or to be more useful than others’. The responsibilities include maintaining access to the data and also what happens if new partners join the consortium or if existing partners leave it. There would seem to be the potential for a natural break once GeoERA ends in 2021 and ensuring that there is a smooth transition to what follows in the geoscience sharing field is key. On the assumption that a recognised authoritative European geoscience licensing Framework is in operation, then that provides the mechanism for future collaboration, expansion and cooperation.

All partners which are GSOs and public authorities have obligations to abide by:

- The Directive on open data and the re-use of public sector information, also known as the ‘Open Data Directive’ [Directive \(EU\) 2019/1024](#) entered into force on 16 July 2019.
- The [European Council Directive 2003/4/CE on public access to environmental information](#) which provides the obligation on public authorities to give the public access to environmental information to encourage greater awareness of issues that affect the environment.

This means that the partners have an overriding obligation to support the consortium as it delivers on a core responsibility.

Consent is also important in relation to the data protection responsibilities of each partner, where there is a very high standard under GDPR (see section 4).

3. EMBARGOES

There may be valid contractual and security issues why scientist contributors and creators of GSO data content require embargoes. This could include processing applications (or planning for potential applications) for patent or other intellectual property protections, funding requirements that mean that publication of research data follows the



funder's timing requirements, restrictions from publishers, employer organisations' set conditions, or official clearances, all of which may require time delays. Quality checking data and metadata, testing the technology platforms or user testing may also be built in to a partner GSO business processes. Despite using internationally accepted standards, e.g. ISO 19115 for metadata, 45 different contributing partners will need to respect the internal business operations of their colleagues, provided there is no evidence that a partner is using embargoes for an ulterior purpose that is to the detriment of the whole programme. Procedures will need to be set up to deal with cases where there is evidence that a partner is imposing an embargo without justification. The use of embargoes and what is acceptable can be set out for all GSOs. It does require that ultimately the data is released to the GIP-P under agreed access provisions.

In signing up to the vision of GeoERA, partners are willing participants and the original partner agreement or understanding that set out the relationships, obligations and rights provides the basis for more formal licensing terms now that the programme is developing. Allowing flexibility and a fair use of embargoes for specified purposes should form part of the agreement and licence.

Discussions with the scientific project groups in mid to late 2018 proved valuable as it pre-warned scientists to check the status and their sources of materials, thereby delivering confidence in the product development stage. Joined-up communication across GSPs and groups reinforces the common goal, and interoperability of licensing and re-use through agreed supplier terms strengthen the GeoERA service. A key benefit of a single licence is that it reflects the common purpose and the investment in getting to this stage by the partners.

4. DATA PROTECTION

The governing provisions for all partners are those of the General Data Protection Regulation (EU) 2016/679 (GDPR) and any other law applicable within individual EU member states relating to the protection of personal data and the privacy of individuals, including, where applicable, guidance and codes of practice issued by any European Authority. Given the collections of geological and scientific data and the potential to search and access parallel sets of data, there will be data protection issues that inform decisions by all GSPs. Personal data is any information that by itself, or when combined with any other piece of information, can identify a living individual. For GeoERA's purposes, an acknowledgment of authorship or contribution by a named individual for any part of the materials that form the GeoERA database will clearly identify an individual. It will not only be a name or an address. It could be an IP address of a computer accessing the data, usage statistics for a user, analytical data, an image or location data such as the boundaries of a piece of land, that can identify a property and thereby an owner or person affected. For these reasons, it is important that all contributors and partners are aware of their respective obligations to respect data privacy and the implications of the law for data access and re-use. That should be explicit on the screens and outputs of all GSPs. It is also GDPR compliant to ensure that all GSO partners responsible for their data within the programme, verify with any linked parties operating under their membership of GeoERA that they also meet the EU standards of data privacy



required. As only GeoERA partners can access the data, non-EU data protection provisions will not be relevant. The one exception to this could be the status of the UK partner, BGS, if the UK at any time should change its status and become a third party outside the GDPR circle of trust within the programme. As the UK had enacted the current GDPR into domestic law this has limited implications at present, but is a matter to be kept under review. Reinforcing good data protection principles at every GSP level of the programme is essential.

The GeoERA site at present does not appear to carry a Privacy Policy or Cookie Policy. As the content on the membership area develops and materials accrue to the site, this requires attention to ensure compliance and good practice, particularly in any area where personal data is likely to be processed.

It is unclear to what extent the GeoERA site and service uses cookies. The banner Accept/Disable Cookies on the site raises additional privacy issues to factor in. A cookie is a small text file that contains a unique identifier which is stored on the user's computer so it can be recognised when using a particular site. Depending on how the data sources are to be accessed, then this use raises data protection compliance issues. Consent is not required for cookies that are defined as 'strictly necessary' – those that are essential to providing the service requested by the user. Such cookies must, however, be essential to fulfil their request. Those that are simply helpful or convenient, e.g., tracking visits for analytical purposes, or that are only essential for GeoERA's own purposes - will require informed user consent.

In practice, this means:

- your users must take a clear and positive action to consent to non-essential cookies;
- your websites must tell users clearly what cookies will be set and what they do – including any third party cookies;
- pre-ticked boxes or any equivalents, such as sliders defaulted to 'on', cannot be used for non-essential cookies;
- your users must have control over any non-essential cookies; and
- non-essential cookies must not be set on landing pages before you gain the user's consent.

Using a blanket approach is unlikely to represent valid consent. Statements such as "by continuing to use this website, you are agreeing to cookies" is not valid consent under GDPR.

As the site and service already uses cookies, then this is an opportunity to 'clean up' existing web pages and stop using cookies that are unnecessary or which have been superseded as the site has evolved. The usage of any linked third party content is likely to change over time, so it is good practice to undertake regular reviews and audits of the cookie usage, as well as any third party services the website includes that may set cookies. If there were ever to be any challenge to GeoERA's use of personal data,



having such records of processing and review is strong and compelling evidence of attempts to be compliant and taking data privacy seriously.

The key is that individuals are provided with a genuine free choice; consent should not be bundled up as a condition of use of the service unless it is necessary for that service.

5. USER/SUPPLIER AGREEMENTS

One way of incorporating a degree of standardisation of terms and agreed approaches to the handling and use of data would be to continue the basic terms in whatever agreement or document the partners signed up to in joining the Consortium and accepting the programme obligations and benefits. A framework document could set out the straightforward arrangements rather like a terms and conditions document. That would then allow for a simplified Licence or set of Licences. See Appendix A for some sample clauses.

Use of a fully Open Licence presupposes that all the data is open and can be accessed and re-used with no, or very simple, exclusions. The UK Open Government Licence [OGL] is one example. Its value is that it cannot be changed, operates across a wide range of public sector information and simply states that information under the OGL symbol can be reused commercially or non-commercially, and that the licence is worldwide, perpetual and non-exclusive. Importantly, it is also interoperable with Creative Commons Attribution License 4.0 (<https://creativecommons.org/licenses/by/4.0/>) and the Open Data Commons Attribution License (<https://opendatacommons.org/licenses/by/1-0/index.html>).

The UK's Environment Agency uses the OGL but also needed to develop a Conditional Licence where they required additional conditions in specified circumstances. The OGL, as a fully open licence, could not cater for circumstances where information contained third party data that carried restrictions, and also circumstances involving re-use of personal data and certain national security conditions. For this reason, the UK's Environment Agency operates under OGL, together with, where necessary, its own Conditional Licence that adopts the same format as OGL but allows additional tailored conditions. Similarly, the advantage of adopting a generic licensing framework for the Consortium and creating the appropriate features would seem to outweigh adoption of one of the Creative Commons licences also.

On this basis, as a fully open licence is unlikely to cater for the range of existing licensing conditions under which the partners currently operate, overlaying the GeoERA programme with one geoscience licence is the most practical way forward. It is open for there to be two variants should a fully open licence model be practical and is a policy goal, as it was for the UK Government, in creating the OGL. However, a flexible one stop licence that works for all potential conditions the partners may variously require and the creation of the European Geoscience Attribution Licence [EGAL] for the majority of the licensing has merit in being clear. Creating a dual track licensing system could confuse unless there was a demand and need for a more tightly controlled licence, which could



then be called the European Geoscience Conditional Licence [EGCL]. Sample Template versions for review are in Appendix A2 and A3.

The explanatory materials that accompany OGL provide another good model so that the EGAL (and possibly EGCL) sit within the European Geoscience Licensing Framework that allows for the objectives and values of the GeoERA programme to be explained. The Framework would also be a living document that could grow with the programme and become the model for all future geoscience licensing as a framework that can adapt. *Note that it is not possible to call a licence “open” where it includes any conditions and exceptions to the free use of materials that are the subject of that licence.*

The licensing framework adopted also needs to accommodate organic development of the partners to the programme. The currency of the data and allowing continuous access to the data even if a partner withdraws should also be part of the forward planning. On the assumption that there are agreed operating terms and conditions that apply to all Consortium partners, or if not, a Supplier type template Terms and Conditions is appropriate [see Appendix A1], then a standard user licence model as with the suggested EGAL could be adopted. There could be variants allowing for specific conditions:

- Commercial or non-commercial use
- Conditions of use
- Exemptions
- Requirement for metadata/abstract or digital object identifiers
- Termination
- Attributions

6. ACKNOWLEDGEMENTS/DOIs

It is perfectly reasonable given the reach and range of the participating Partners in the Consortium to reflect and acknowledge the diverse contributions and authorship and/or affiliation [academic or commercial] and/or funding or research provider. Acknowledgment connotes a potentially wide range of options but it is interchangeable with “attribution” which is the more usual licensing terminology. Either work, so it is a matter of drafting preference or choice.

Under the UK’s OGL, the attribution is simply to the Crown as the Government owner of copyright, so personal attribution is irrelevant. This is clearly different for GeoERA and GSPs and making provision for full acknowledgments to reflect the diverse authorship of the scientific contributions is appropriate.

This can be as simple as following the OGL model and adapting it stating:

“Attribution statements should include the name of the partner organisation, the copyright owner, authorship and research details as appropriate, and the date the material was published or created. Where possible, you should also provide a link to the European Geoscience Attribution Licence. “

The OGL symbol:



OGL

This symbol was devised to support a standardised open licensing approach and to avoid including lengthy iterations of terms and conditions. It was an enabling device and designed to reassure that the user is free to re-use the information. It may be an option to consider use of a similar symbol or identifying feature across all geoscience content under GeoERA. Other simplified licensing systems use symbols or abbreviations as a shorthand for a recognisable badge of authenticity and authority.

The Digital Object Identifier [DOI] was developed as a generic interoperable framework for managing identification of content over digital networks, recognising the trend towards digital convergence and multimedia availability. The DOI system is implemented by Registration Agencies which provide domain-specific identifiers for various applications using the underlying DOI framework.

A DOI name is an identifier, not a location, of an item on a digital network. A DOI name can be assigned to any entity to allow sharing with an interested user community or managing as intellectual property. The DOI system is designed for interoperability, i.e., to use, or work with, existing identifier and metadata schemes. DOI names may also be expressed as URLs.

DOIs can also be set as a condition in a licence. Many academic and funding supported research require an embedded DOI link. The UK's Environment Agency Conditional licence has specific conditions about the use of abstract metadata records, and it is anticipated that setting out the acceptability or requirement for the persistence of DOIs will be part of any licensing framework given the nature of the partner contributions.



APPENDIX A

- A1 Sample Template Terms and Conditions for Supplier GSOs and partners
- A2 Draft European Geoscience Attribution Licence for Users
- A3 Draft European Geoscience Conditional Licence for users

A1 Sample Template Terms and Conditions for Supplier GSOs and partners

Note: Text is provided as illustration only and can be adapted but caters for the types of issue that should be considered.

WELCOME

Welcome to GeoERA. We want you to know and understand your rights and obligations relating to the provision of the Services (as defined below). Please review them carefully.

[set out GeoERA services]

For details of how we handle your data see our Privacy Policy <link>

WHO MAY USE THE SERVICE

[set out partner and consortium membership]

LICENCE TO USE THE SERVICE

[Include in this so one document or cross refer to the EGAL [or EGCL if adopted]]

Licence. Subject to your compliance with this Agreement, we grant you a [*time limited/perpetual/ non-transferable/ non-exclusive/ revocable*] licence to access and use the Service for your own personal, non-commercial/commercial purposes. This licence includes the right to view content available on the Service. This licence is personal to you as a GeoERA partner [*fill in as required*] and may not be assigned or sublicensed to anyone else.

Restrictions. Except as expressly permitted in writing, you will not reproduce, redistribute, sell, create derivative works from, decompile, reverse engineer, or



disassemble the Service, nor will you take any measures intended to interfere with, or damage the Service. All rights not expressly granted in this Agreement are reserved. All use is licensed under EGAL <link>

PRIVACY

Our [Privacy Policy](#) forms a part of this Agreement. By using the GeoERA services, you confirm that you agree to abide by the terms of our Privacy Policy. Please review the Privacy Policy to learn about:

- What information we may collect about you;
- What we use that information for; and
- With whom we share that information.

MEMBERSHIP

To use the Services, you must register. You agree to: (a) provide true, accurate, current and complete information about yourself (“Partner Data”) and (b) maintain and promptly update, whenever necessary, your Partner Data. You agree that we may use your Partner Data to provide Services that you access or use and as otherwise set out in these Terms and in our Privacy Policy. If you provide any Partner Data that is inaccurate or not current, or we have reasonable grounds to suspect that such Partner Data is inaccurate or not current, we have the right to suspend or terminate your access/account and refuse current or future use of the Services.

You are solely responsible for maintaining the confidentiality of the password associated with your account and for restricting access to your password, your computer and mobile or other devices while logged into the Services. You accept responsibility for all activities that occur under your account or from your computer and mobile or other devices. We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. We endeavour to use reasonable security measures to protect against unauthorised access to your account. You agree to immediately notify us of any unauthorised use of your account or password that you become aware of, or any other breach of security, and confirm that you understand all risks of unauthorised access to Partner Data and any other information or content you provide to the Service.

Account Security: You are responsible for all activity that occurs under your account, including any activity by unauthorised users. You may not allow others to use your account. You must safeguard the confidentiality of your password, and if you are using a device that others have access to, you must immediately log out of your account after using the Service. As soon as you become aware of any unauthorised access to your account, you must immediately change your password and notify us at ...

TERMINATION

[Effect of Termination / Account Deletion]



YOUR REPRESENTATION AND WARRANTIES

You represent and warrant to us that you have full power to enter into this Agreement and that: (i) you are authorised to create your account, whether individually or on behalf of an organisation; (ii) you or your employer is the owner of the rights in the Content posted by you on or through the Services, or otherwise have the right to grant the rights and licences set out in these Terms; (iii) the posting and use of your Content on or through the Services does not and will not violate, misappropriate or infringe the rights of any third party, including, without limitation, privacy and data protection rights, publicity rights, copyrights, trademark and/or other intellectual property rights; (iv) your Content contains nothing libellous or defamatory, nor is it in breach of any other law, including laws relating to official secrets; (v) any recipe, formula or instruction contained in the Content will not, if followed accurately, cause any injury or damage to any user.

[Add more as appropriate]

THIRD PARTY LINKS AND CONTENT

[Relevant to reinforce where partners are responsible for their linked organisations]

INTELLECTUAL PROPERTY

You acknowledge that the Service contains software and other content that is protected by copyright, database rights, patents, trademarks, trade secrets or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereafter developed.

The GeoERA name, logos and affiliated properties, designs and marks are the exclusive property of whether registered or unregistered, and may not be used in connection with any product or service that is not part of this service, or in any manner that is likely to cause confusion as to GeoERA's endorsement, affiliation or connections to any individual or Partner.



A2 Draft European Geoscience Attribution Licence for Users

European Geoscience Attribution Licence

You are encouraged to use and re-use the Information that is available under this licence freely and flexibly, with only a few conditions.

Using Information under this licence

Use of copyright and database right material expressly made available under this licence (the 'Information') indicates your acceptance of the terms and conditions below.

The Licensor grants you a worldwide, royalty-free, perpetual, non-exclusive licence to use the Information subject to the conditions below.

This licence does not affect your freedom under any copyright or database right exceptions and limitations that apply in your country.

You are free to:

- copy, publish, distribute and transmit the Information;
- adapt the Information;
- exploit the Information commercially and non-commercially for example, by combining it with other Information, or by including it in your own product or application.

You must (where you do any of the above):

- acknowledge the source of the Information in your product or application by including or linking to the attribution statement below and, where possible, provide a link to this licence;

“Extracted from ...Contains geoscience data from GeoERA licensed under the European Geoscience Attribution Licence v.1”



If you are using Information from several sections of the GeoERA database and listing multiple attributions is not practical in your product or application, you may include a URI or hyperlink to a resource that contains the required attribution statements, abstract or metadata.

- Respect any embargoes or other conditions that may set a time or date for release of the data

These are important conditions of this licence and if you fail to comply with them the rights granted to you under this licence, or any similar licence granted by the Licensor, will end automatically.

Exemptions

This licence does not cover the following content that may be present in the licensed materials [**set out any restrictions – examples below for illustration**]:

- personal data in the Information;
- Information that has not been accessed by way of publication or disclosure under information access legislation by or with our consent;
- organisation logos, crests and official insignia except where they form an integral part of a document or dataset;
- third party rights that we are not authorised to license;
- other intellectual property rights, including patents, trade marks, and design rights; and
- identity or security documents

Non-endorsement

This licence does not grant you any right to use the Information in a way that suggests any official status or that we endorse you or your use of the Information.

No warranty

The Information is licensed 'as is' and we exclude all representations, warranties, obligations and liabilities in relation to the Information to the maximum extent permitted by law.



We are not liable for any errors or omissions in the Information and shall not be liable for any loss, injury or damage of any kind caused by its use. We do not guarantee the continued supply of the Information.

Governing Law

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

Definitions

In this licence, the terms below have the following meanings:

'Information' means information protected by copyright or by database right (for example, literary and artistic works, content, data and source code) offered for use under the terms of this licence.

'Information Provider' means the person, institution or organisation providing the Information under this licence.

'We', and 'our' means the 'Licensor', the consortium of GeoERA partners that operate under which has the authority to offer Information under the terms of this 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.

'You', and 'your' means the natural or legal person, or body of persons corporate or incorporate, acquiring rights in the Information (whether the Information is obtained directly from the Licensor or otherwise) under this licence.



A3 European Geoscience Conditional Licence for Users

Note: if additional exceptional conditions are required over and above those in EGAL, then this is an option though given that an open licence is not practical, the EGAL in A2 seems to provide all requirements. The same format at EGAL but additional detail would be covered as in sample drafting in italics.

You are encouraged to use and re-use the Information that is available under this licence freely and flexibly, ***subject to the following conditions.***

This Licence is used where the European Geoscience Attribution Licence is not appropriate because:

The information contains third party data where we have limited permission to release this information or it requires additional conditions or restrictions;

We require you to include a metadata or DOI record.

We need to apply specific conditions to protect the use of personally identifiable data or for security reasons where we would otherwise have to refuse a licence.

[or whatever controls or wording is required]