

Open Data: Creative
Commons and Open Data
Commons Open Database
License & Bird & Bird

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My background

- Tech startups
 - #CPHFTW
 - NordicMakers.vc
 - (FDIH, OSL)
- Partner Bird & Bird Copenhagen
 - IT lawyer
 - Startups
 - Open source
 - Open data
 - Blockchain (FinTech)

Data ownership

- Data cannot be owned
- Structured vs. unstructured data (BIG data)
- Content and form can be protected by copyright
- Databases are (often) protected by copyright (Sui Generis protection)
- Investment not originality
- Control is better than ownership
- Data agreements
- OpenAPIs

Copyright in data

- Database model: Structur and organization, including database tables and table indexes.
- Data entry and output sheets: Questions, and the answers to these questions are stored in a database. Format and layout of these sheets are protected by copyright according to the same standard of originality used to determine if the database model is copyrightable.
- Field names describe the contents or data.

Sharing open data as a business models

- The value of data (Size, Accuracy and Update frequency)
- Networks effects
- Collecting and checking data is expensive
- Data is often not business critical
- Sharing data is often cost effective
- A larged shared pool of data will drive sales of software and hardware solutions
- Metadata!

What is Open Data

- "Open data is data that can be freely used, re-used and redistributed by anyone – subject only, at most, to the requirement to attribute and sharelike." –Open Data Handbook
- "Open knowledge is what open data becomes when it's useful, usable and used"

What is "Openness"?

- **Availability and access:** the data must be available as a whole and at no more than a reasonable reproduction cost, preferably by downloading over the internet. The data must also be available in a convenient and modifiable form.
- **Reuse and redistribution:** the data must be provided under terms that permit reuse and redistribution including the intermixing with other datasets. The data must be machine-readable.
- **Universal participation:** everyone must be able to use, reuse and redistribute — there should be no discrimination against fields of endeavour or against persons or groups. For example, 'non-commercial' restrictions that would prevent 'commercial' use, or restrictions of use for certain purposes (e.g. only in education), are not allowed.

Open licensing of data

- "Open source" style licenses
 - Creative Commons
 - Open Knowledge foundation
- Free to use
 - Exc: No Commercial
- Free to copy
- Free to "modify"
 - Exc: No Derivative
- Free to redistribute
- Duty to release ("Copyleft" or "ShareAlike")
- Attribution
- License integrity

Creative Commons

- "Open source" license for content
- CC version 4 can be used for databases
 - Copyrighted data
 - Sui Generis
- Also (but not recommended) some rights, but not all, in a data and database
- Also (but not recommended) for NonCommercial (NC) or NoDerivatives (ND)

CCo Public Domain Dedication

- Still a license!
- Waive of all copyright and related rights in the database and its contents
- (Almost) worldwide public domain.
- Science and government have important reasons to consider using CCo.
- Encouraging maximal reuse and sharing of information.

ODC Open Database License (ODbL)

You are free:

- To Share: To copy, distribute and use the database.
- To Create: To produce works from the database.
- To Adapt: To modify, transform and build upon the database.

As long as you:

- Attribute
- License integrity
- Share-Alike
- Keep open

Open Data Commons Attribution

License

You are free:

- To Share: To copy, distribute and use the database.
- To Create: To produce works from the database.
- To Adapt: To modify, transform and build upon the database.

As long as you:

- Attribute
- License integrity

ODC Public Domain Dedication and License Summary

You are free:

- *To Share:* To copy, distribute and use the database.
- *To Create:* To produce works from the database.
- *To Adapt:* To modify, transform and build upon the database.

As long as you:

Blank: This section is intentionally left blank. The PDDL imposes no restrictions on your use of the PDDL licensed database.

How to license open data

- Is the database legal?
- Can the database or its data be legally licensed?
- Choose a license
- Insert prominently in all relevant locations a statement such as (replacing {DATA(BASE)-NAME} with the name of your data/database):

This {DATA(BASE)-NAME} is made available under the Open Database License: <http://opendatacommons.org/licenses/odbl/1.0/>.
Any rights in individual contents of the database are licensed under the Database Contents License: <http://opendatacommons.org/licenses/dbcl/1.0/>

CC vs. ODC licenses?

- ODC licenses apply only to sui generis database rights and any copyright in the database structure, they do not apply to the individual contents of the database.
- Version 4 of the CC licenses applies to sui generis database rights and all copyright and neighboring rights in the database structure as well as the contents.
- ODC licenses may create contractual obligations even in jurisdictions where database rights would not otherwise exist and but for the license permission would not be necessary.
- CC has crafted its licenses to ensure that they never impose obligations where permission is not otherwise required to use the licensed material.

Data mining

- All licenses allow datamining
- **Permission:** All six of the 4.0 licenses allow for text and data mining by granting express permission to privately reproduce, extract, and reuse the contents of a licensed database and create adapted databases.
- **Commercial purposes:** If you are conducting text and data mining for commercial purposes, you should not mine NC-licensed databases or other material.
- **Outputs:** If you publicly share the results of your mining activity or the data you mined, you should attribute the rights holder. If what you publicly share qualifies as an adaptation of the licensed material, you should not mine ND-licensed material. If you share an adaptation of material under an SA license, you must apply the same license to the adaptation that results.

Questions

- Are the versions of the CC licenses important?
- How do we/ can we add CC licenses to datasets that are stored on university webpages or repositories that have no integrated licensing options?
- I am interested in learning more on the publishers approach to open data
- How can researchers share data, while still getting credit?
- Can I collect data that appears in tables or figures in publications (of properties of fluids), and present it as a database with a specific format, and a doi?
- Is it necessary to ask for permission to the respective journals of the publications, in order to include the data in my database?
- Should I wait for the embargo period instead of asking for permission?
- Once I have the database can I make it publicly available in a webpage?

Personal data (GDPR)

- Regulation of data collection and processing
- (PSD2!)
- Personal control (vs. ownership)
- Encryption and anonymization
- The fallacy of informed consent
- New business models
 - Data portability
 - Compliance

Personal data in blockchain

- Data processor and data controller?
- Where is the data located?
- How to content?
- How to restrict unauthorized access?
- How to correct data?
- How to delete data? ("Right to be Forgotten")
- Right of access to data for the data subject

(Open) Blockchain

- Decentralised decision making
- Distributed data based
- Everybody has access but none control
- GDPR
 - Data controller
 - Data controller
 - Consent
 - Corrections and Right to be forgotten

Permissioned Blockchain

- Consortium agreement will allocate roles, ownership and liability
- Consensus mechanism will allow changes
- Smart contracts will require consent
- But each node still has a copy of the database
- Open data!

Solution: Permission based blockchains

- Access and processing regulated by a consortium agreement
- (Who owns the database)
- Who is data controller and data processor?
- The smart contract regulates the content and the access for third parties
- Modifications can be conducted according to special rules

Data security

- Encryption
- Blockchain protocol bugs
- Hacking / cyber attacks on wallets
- IT infrastructure breakdown
- Validator conspiracy
- (Smart contracts bugs)
- BUT: No single point of failure

Thank you & Bird & Bird

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