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An IDA Feasibility Study
Interchange of Data between Administrations
European Commission, DG Enterprise

Annexes

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Appendix A

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Pooling open source Questionnaire

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Some of these applications have been specially developed and has advanced technical or functional characteristic in specific domains such as internal management, electronic exchanges with citizens or other services.

Right now these applications are "best practices" in their domain.

However, facing similar needs, European institutions (for European Community or in Member state, at national, regional or local level) developed "from scratch" applications already made elsewhere. Re-use and sharing existing solutions could lead to better use of public funds.

The "Pooling Open Source" study objective is to analyze the conditions of re-use of sharing.

Scope

The "Pooling Open Source" study is an initiative of European Union – DG Entreprise – Program IDA (Interchange of Data between Administrations).
A symposium (held in February 2001) and a study related to use of Open Source in public sector (http://www.europa.eu.int/ispo/ida) brought needs to the fore. Also under the lead of Unisys, "Pooling Open Source" study has to go further and prepare service set up.

Covered topics

The sharing objective is not necessarily to spend less but better:
- Speed up innovation by using funds to develop new applications and not to re-invent the wheel.
- Allow countries to beneficiate of the advance of other countries: comparative studies showed "leading countries" having made significant advances in one or several specific domains.
- Promote collaboration between European administrations.

Putting in place this sharing assumes the analysis of some questions.
- What is the interest for this service and political willingness to share what was developed inside administrations?
- What could be the legal scopes of sharing?
   o Rights: check if the administration owns copyright on its software (either they were developed by its services or by contract with service providers)
   o License: under which license could that software be distributed. Even if needs are almost similar, cultural, language and national regulations

differences lead inevitably to adaptations. That's why the license should be free or "Open-Source" allowing to modify code and re-distribute software, from which the study name "Pooling Open Source"

- o Responsibility issues
- What is the economic impact?
  - o Risk of competing with companies?
  - o On the opposite, opportunity to concentrate investment on innovation (markets proposed to companies, internal developments)
  - o Who should beneficiate of this sharing? Only administrations? Companies? Public?
  - o What can be the role of companies (development partners/support partners)?
- What should be the service?
  - o How to inform users about existing software considering various languages and cultures?
  - o How to guide users though existing solutions (Solutions developed by Member state, regions, governmental agencies, local sections)?
  - o Guided search engines.
  - o How to organize support for available software?
  - o Running of the portal site "Pooling Open Software"
    - Content
    - Update / maintenance
    - Technical issues

Questions

1. Please identify clearly yourself and the public sector service(s) you are coordinating or representing

2. Do you own or represent rights on software developed by or for the administration (for internal needs or for exchange with other administration, citizens or companies)?

   If "Yes", what are the application domains (accounting, human resources management…)? (If needed, join annex)

3. Could some of that software be used or adapted for other administrations in your country or in Europe?

4. Would you agree to allow open source sharing of your software under conditions?

   If "Yes", under conditions of a license which would allow:
   o Consultation of source code on demand.
   o Code modification by user under his responsibility.
   o Code integration in other software
   o New code re-distribution to other users
   o Other condition (please specify)

   Do you already know a convenient license model?

   Would you like a quick reference guide for choosing license model?

5. Do you wish to be able to control/limit users group of your software?
   o Only administrations
   o Service providers who make developments for administrations
   o Public (e.g. consultants)

6. According to you, which reasons could prevent sharing your software?
   o Legal issues (why?)

   o Economic issues (why?)

   o Other (please specify)

7. A European site could help you to…
   o Make your software known
   o Get feedback about your software
   o Get software/components for your developments
   o Get information through users group, communities, forum… (Success story principle)

- o Be aware of evolution of the market
- o Other (please specify)

8. What could be your contribution to a pool of open source software?
   - o Users support?
   - o Documentation?
   - o Update/maintenance?
   - o Opinions, case study
   - o Tests
   - o Other (please specify)

Would you (your administration) be interested in the possibility to use software developed elsewhere (for or by other administrations, possibly from other European country)?

Answer 1

1.
Gaëtan DE RUYFFELAERE
Responsable Informatique
Commune de Chambourcy

2.
Oui

Portail intranet avec plusieurs applications intégrées: annuaire d'entreprise collectif et
individuel, Gestion de salles, Gestion de courrier entrant-sortant, Gestion de documents,
demande de fournitures,..
Gestion des élections. Cartographie pour site Internet
Détails sur http://www.gaet.net

3.
Oui

La gestion des élections devrait être utilisée par au moins 2 communes aux prochaines
élections et des propositions devraient être faites aux 6 communes de la Circonscription
de Saint -Germain en Laye (78) pour synchroniser nos résultats sur un site commun.

4.
Oui

Connaissez-vous déjà un modèle de licence qui pourrait convenir?
GPL mais trop contraignante pour envisager une restriction d'utilisation aux seules
administrations publiques
Souhaiteriez-vous une assistance pour le choix d'un modèle de licence?
Oui

5.
o les administrations uniquement ? Oui
o Les prestataires de services qui développent pour les administrations ? Sous certaines
   conditions

6.
o Obstacles juridiques

7.
o Faire connaître plus largement vos développements
o Obtenir des réactions (feedback)
o Acquérir des logiciels / des composants pour vos développements
o Échanger des opinions / Connaître des cas d'utilisation

8.
- o Documentation
- o Mise à jour
- o Tests Oui

9.
Oui

Answer 2

1.
Paul Brioen, chef de travaux à la Bibliothèque Royale

2.

On a fait des extensions sur le logiciel de catalographie existant

3.
Oui

4.
OUI

o   Le déchargement sur demande de votre code source (qui pourrait alors être consulté)
o   La modification de ce code par l'utilisateur, sous sa responsabilité
o   La rediffusion des sources nouvelles à d'autres utilisateurs

Le logiciel est fourni par une société commerciale. La source est disponible pour les clients. Toutes les extensions qu'on a fait chez nous sont disponibles (sur demande). Le problème est qu'il y a très peu de gens qui font l'effort à s'enfoncer dans l'encodage. Le logiciel est écrit en MUMPS (single user: freeware -http://www.intersystems.com).

Connaissez-vous déjà un modèle de licence qui pourrait convenir?
Non

Souhaiteriez-vous une assistance pour le choix d'un modèle de licence?
OUI

5.
NON

6.
Le logiciel est très compliqué et les gens qui l'emploient sont généralement peu spécialisés.

7.

8.
o   Support aux utilisateurs
o   Opinions - Etudes de cas

9.

OUI, ce serait agréable d'avoir des gens avec lesquels qu'on pourra échanger idées.

Answer 3

1.
Leonhard Maqua, Eurostat e-collaboration services (in the unit ESTAT A-2)

2.
YES

Collaborative Software (e.g. CIRCA)

3.
YES

4.
YES

If "Yes", under conditions of a license which would allow:
   o   Downloading of the source code on demand.
   o   Code modification by user under his responsibility.
   o   New code re-distribution to other users
   o   Other condition (please specify): registration

Do you already know a convenient license model?
YES, CIRCA license model

Would you like a quick reference guide for choosing license model?
YES

5.
YES,   Only administrations

6.
o   Legal issues (why?) Questions of responsibility; questions of fair trade

7.
o   Get feedback about your software
o   Get information through users group, communities, forum... (Success story principle)

8.
o   Users support

9.
YES

Answer 4

1.
Søren Roug, I'm a system officer for the European Environment Agency. We collect reports on the environment from each member country and produce statistics and other information about Europe's environment for policy-making agents and the public. A major part of my work goes into the IT infrastructure used to interface the member states' IT-systems and EEA's IT-systems.

2.
Yes, mainly database-driven web servers for topics such as waste and water.
Also data exchange modules. Very specific to our area of operation, but all countries could use them.

3.
Yes, those that use SI2 could be interested in SI2Docs.

4.
We have decided to use the Mozilla Public License (MPL). It allows commercial sale and use of our software, but if improvements are made, we must have a copy.

5
Our general policy is to release everything with only the restrictions created by the MPL. In our view, if only a tiny part of a product is useful to someone else, it has served its purpose, for that tiny part can be crucial to the success of someone's project. A recent example: We are currently working a search engine for databases. We are using a W3C standard called RDF. When building our own product we found an open source product called Redfoot (http://redfoot.sf.net) It is a quite large product, but we found a part called the RDF parser, and that gave us the necessary information to improve our own product (and save us days of work).

6.
The legal issues and culpability are taken care of with the MPL. There is a much bigger problem. Security. When we have companies/consultants producing software for us, they sometimes don't inspect it for security problems. This is especially a problem for websites. We have a website, developed by an outside contractor, where is you are malicious and know the right URL, then you can wipe out the entire database. This information is easily found by a quick study of the source code. We can therefore not release the source for this product.

Many would conclude; Why give our source away and take the higher risk of being hacked.

7.
It would be more relevant to have websites focusing on specific large products, such as SI2, CIRCA.

8.
Advocacy.

9.
This depends on how much service and support we can get with it.

Answer 5

1.
Michael Zouridakis
Head of Information Technology
European Medicines Evaluation Agency
London, UK

2.
I am not sure I understand your question but if you mean whether we use applications developed by ourselves where we own the source code then the answer is Yes. The domain of these applications is fairly bespoke and is aimed at facilitate the workflow of the process of granting Market Authorisation for new drugs to come to the market. (Observe that I did not say workflow applications)

3.
Pertaining to a small portion of all software that we have developed ourselves the answer is Yes and this is already happening as we have made available one application to two other EU Agencies (Activity Reporting).
But the bulk of our other applications that have been developed by us is quite bespoke and I can hardly imagine that it could be used elsewhere.
But should that be the case, we are certainly willing to make them available.

4.
The answer to all the above is Yes (but see below the condition).
The condition will be that whosoever uses our code must be clear that we do not undertake any responsibility for support or maintenance.
I suppose this is fairly clear to anybody but I wanted to have stated it.

Do you already know a convenient license model?
I know of several but the one that appeals to me most is the GPL.

Would you like a quick reference guide for choosing license model?
No.

5.
No, not really.

6.
None, really. Well actually, maybe some additional workload.

7.
o   Make your software known
o   Get feedback about your software
o   Get software/components for your developments
o   Get information through users group, communities,

forum... (Success story principle)
o   Be aware of evolution of the market
o   Other (please specify)

Most probably Yes to all

8.
o Documentation
o Update/maintenance to the extent that we do that for ourselves
o Opinions, case study
o Tests, Maybe

9.
Yes

Answer 6

1.
Nicolas Pettiaux, ICT manager of the Commission Communautaire française in Brussels (Cocof)

2.
Yes: for COcof and Region of Brussels-Capitals

If "Yes", what are the application domains (accounting, human resources management, etc...)?
1/ groupware with shared calendars, workflow, electronic document management, distributed web publication system

2/ human resource management system with web interface

3.
YES

It is already coordinated with other complementary projects developed in accordance to ours

4.
The system are in development and are already GPL

Do you already know a convenient license model?
YES , GPL

5.
NO

6.
NONE

7.
o Make your software known
o Get feedback about your software
o Get software/components for your developments
o Get information through users group, communities, forum... (Success story principle)

8.
o Opinions, case study
o Reference and marketing

9.YES

Answer 7

1.
John Borras, I work in the Office of the e-Envoy in UK and have responsibility for a number of technical policies requried for the delivery of e-governemnt services by the whole of the public sector on UK.

2.
We are co-ordinating the development of common data and XML schemas for use across the UK public sector.
Application domains: a wide variety of application domains.

3.
Yes this could be used by other administrations and possibly other countries.

4.
Yes

If "Yes", under conditions of a license which would allow:
- o Downloading of the source code on demand.
- o Code modification by user under his responsibility.
- o Code integration in other software
- o New code re-distribution to other users

Do you already know a convenient license model? No
Would you like a quick reference guide for choosing license model? Yes please

5.
NO

6.
Legal issues (why?) Yes because of security and confidentiality reasons.

7.
YES to all

8.
- o Users support
- o Documentation
- o Update/maintenance
- o Opinions, case study

9.
YES

Answer 8

1.
Karl-Mårten Karlsson, Adviser, at the Swedish Agency for public Management. The Swedish Agency for Public Management provides support to the Government and Government Offices. I work with infrastructure issues in the interest of the public sector in Sweden. Current issues are XML, Internet and questions linked to the "24*7-agency".

2.
No

3.

4.
Yes

If "Yes", under conditions of a license which would allow:
Downloading of the source code on demand.
Code modification by user under his responsibility.
Code integration in other software
New code re-distribution to other users

Do you already know a convenient license model? No
Would you like a quick reference guide for choosing license model? Yes

5.
No

6.
Legal issues. The contract with an undertaker could be written in such a way that they own a piece of the application, or that the application only can be used by a specified agency. This could however be avoided when you write the contract.

7.
I think it would be useful. There is always applications developed by agencies in one country which could be used by other agencies. This would indeed be helpful to prevent inventing "too many wheels".

8.

9.
The agency that I represent only use standard MS products for the time being.

When we will introduce a work-flow system it could be of great interest for us to look what other administrations in the union have done in this area.

Answer 9

1.
Rudolf Moser, Agrarmarkt Austria (AMA)

2.
Yes, Agrarmarkt Austria (AMA) owns all rights on "RinderNET" software.

3.
"RinderNET" is a specific software for the registration (CV) of animals (birth, movements, slaughter, perish, passport issue) and could be used by national competent authorities for animal registration (EC 1760/2000). The RinderNET-Software is high integrated in the Austrian "INTEGRATED ADMINISTRATION AND CONTROL SYSTEM (IACS)".

4.
Yes

If "Yes", under conditions of a license which would allow:
o Consultation of source code on demand.
o Code modification by user under his responsibility.
o Code integration in other software
o New code re-distribution to other users

Do you already know a convenient license model? No.
Would you like a quick reference guide for choosing license model? No.

5.
Only administrations

6.
o Legal issues
o Economic issues

7.

8.
Opinions, case study

9.
Yes, when the cost-benefit ratio is high.

Answer 10

1.
Cevi, Centrum voor Informatica NV, a public intercommunale that turned to NV/SA three years ago.

2.
The NV CEVI fully owns the intellectual and economical rights on the Eloket® software (Eloket is a generic electronic office used by a number of cities and municipalities in Belgium).
Application domains are:
Electronic service delivery to citizens, citizen to government agency, government agency to government agency in the domain of
- o Population records registry
- o Life event registry
- o Complaints registration
- o Tax collecting
- o Building permits, land usage
- o Public library book reservation

3.
Without any doubt, depending on legal constraints, differing from country to country, but the major mechanism remain the same

4.
No

We greatly endorse the publication of data interchange standards and metadata in XML format and are preparing a data exchange standard set for citizens data under a grant of the Belgian government Scientific Policy Service (DWTC, SSTC)

Do you already know a convenient license model?
We have a users license model for end users (government agencies, municipalities). License models for commercial distribution or partnerships are negotiated case by case.
Would you like a quick reference guide for choosing license model? No.

5.

6.
Legal issues: business rules in this service delivery model can be heavily impacted by legal difference from country to country (Belgium has an obligatory ID card, most other European countries don't, Belgium, Sweden and Finland have a unique national persons registry and personal ID number, a Spanish baby can carry the name of his father, his mother or both…). E-government service delivery software necessarily reflects.
Economic issues: unmodified source code sharing does not make any sense, for the abovementioned reason. Quite an effort will have to be made to adapt our solutions to

other countries. This can only be done with respect of the intellectual property of Cevi NV.

7.
o   Make your software known
o   Get feedback about your software
o   Other (please specify). Publishing metadata, data exchange standards, XML formats (Schema's)

8.
Metadata, data exchange format.

9.