

# **UK Location Data Sharing Operational Guidance**

Part 2 - Licensing and  
Charging

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## Document Control

### Change Summary

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1.2	15/3/2012	John Dixon	Refresh to move to UKLP website text common to all parts of guidance, and update links.

This is the third part of the UK Location Data Sharing Operational Guidance.  
The guidance series supports the UK Location Strategy by addressing business interoperability issues which could present barriers to the sharing and re-use of location data.

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# Licensing and charging

## Introduction

This document establishes the UK Government Licensing Framework as the basis for licensing the use of datasets published into UK Location. It explains the policy and provides practical solutions for licensing. Additionally, this document goes on to describe the circumstances in which charges may be made under the INSPIRE Regulations.

UK Location will operate a free to view evaluation service which will be covered in separate guidance.

Under the INSPIRE Regulations, public authorities which supply spatial data or services to another public authority or relevant organisation may impose conditions, such as charges, on data access, exchange and use. The conditions will be set out in a licence which will take into account the following factors:

- any other relevant licensing arrangements such as the Public Sector Mapping Agreement (PSMA), the One Scotland Agreement, the Open Government Licence (OGL), partner licences and end-user licences;
- compatibility with the aim of sharing spatial datasets and services that must avoid practical obstacles at the point of use;
- charges must be kept to a minimum to cover maintenance and supply of data and services; a charge to secure a reasonable return on investment may be charged only in particular circumstances;
- any requirement on an authority to be self-financing is respected;
- a UK public authority must not charge a European Union organisation for spatial datasets or services where it is under a European Union environmental reporting obligation<sup>1</sup>.

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<sup>1</sup> <http://www.legislation.gov.uk/ukxi/2009/3157/contents/made>

## The UK Government Licensing Framework

The [UK Government Licensing Framework \(UKGLF\)](http://www.nationalarchives.gov.uk/information-management/government-licensing/the-framework.htm)<sup>2</sup> was developed in support of the government's Transparency Agenda. It sets out the policy, legal context and licensing principles for all public sector information, including location data. UK Location endorses the UKGLF as the licensing framework for the use of spatial datasets covered by the INSPIRE Regulations.

Sharing of data with other organisations depends on the specific licensing terms that apply to the use and re-use of the data. Different sharing arrangements could apply, for example free sharing between non-commercial users, public sector organisations and local partnerships as part of an existing licensing arrangement. The UKGLF reflects those practical issues in setting out the licensing options.

The UKGLF sets out the principles for licensing the use of public sector information. These are:

- simplicity of expression – the terms should be expressed in such a way that everyone can understand them easily;
- non-exclusivity – so that access can be provided to a range of users on fair and equal terms;
- fairness of terms;
- non-discrimination – terms are extended fairly to all for similar uses;
- the need for acknowledgment and attribution;
- the need for transparency by publishing standard licence terms.

The UKGLF provides a coherent standard approach to licensing through a portfolio of licensing solutions covering the following situations and services covered by the Data Sharing Operational Guidance documents:

- free use and re-use for all purposes, both commercial and non-commercial (The Open Government Licence);
- free use and re-use for non-commercial purposes only (The Non-Commercial Government Licence);

In addition, the UKGLF provides guidance as to the terms and conditions which should be included in a licence where charges are applicable.

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<sup>2</sup> <http://www.nationalarchives.gov.uk/information-management/government-licensing/the-framework.htm>

## Licensing Models for Location Data

### The Open Government Licence (OGL)

The UKGLF established the OGL as the licensing model which encourages the use and re-use of a broad range of public sector information, including location data, at no cost to the user or re-user.

The OGL is designed to enable any public sector information holder to make their information available for use and re-use under its terms.

Where no further restrictions, conditions or charges are required the OGL is the default licence for location data.

### The Non-Commercial Government Licence (NCGL)

The UKGLF default position is that public sector information should be licensed for use and re-use free of charge under the OGL. However, there are specific circumstances where information may only be released for use and re-use for non-commercial purposes. The Non-Commercial Government Licence has been developed to meet those situations.

The NCGL, like the OGL, is designed to enable public sector information holders to make their information available for use and re-use under its terms.

### Other licence models

It will not be practicable for all location data to be licensed by means of the OGL or the NCGL, particularly in those circumstances where:

- charges are applied;
- distinctions are made between non-commercial and commercial use;
- third party intellectual property rights are involved;
- end-users are using data under the terms of an end-user licence (such as that required under the PSMA).

We recognise that it is not possible to provide model licences to suit all situations, such as where charges are applied.

To assist public sector information holders in drafting licences for situations where neither the OGL nor the NCGL are appropriate, the UKGLF provides guidance on licensing issues that need to be taken into account when charging for information.

This guidance is not intended as a replacement for independent advice and public sector information holders should seek their own legal advice before drafting a licence for situations where charges are applicable.

Existing licence models can continue to be used provided that they are consistent with these Licensing and Charging guidelines.

Clause	Suggested wording
Grant	[The public sector body] grants the re-user a non-exclusive licence to use the information specified in the licence for the purposes specified in the licence.
Warranties	<p>[The public sector body] warrants to the re-user that to the best of its knowledge and subject to any exclusion set out in the licence, it has the authority and power to grant the rights set out in the licence and that it does not infringe any other person or organisation's rights.</p> <p>or</p> <p>[The public sector body] does not warrant that the information covered by the licence will meet the requirements of the re-user or will be accurate.</p>
Personal and Statistical Data	The re-user confirms that they will use any personal and statistical data in accordance with the relevant UK legislation, including the Data Protection Act 1998.
Assignment and Sub-licensing	<p>This licence may not be assigned or sub-licensed. Where the re-user sub-contracts work which requires use of the information by another person or organisation (the Contractor), the information may be supplied under the following conditions:</p> <ul style="list-style-type: none"> <li>a. The Contractor shall be bound by the same obligations as the re-user under this licence;</li> <li>b. The Contractor shall not be granted the right to grant rights in the information to any other person or organisation;</li> <li>c. The Contractor shall have no right to retain the information once the period of the sub-contract has expired.</li> </ul>
Acknowledgment and Attribution	The re-user shall provide an acknowledgment or attribution statement of the source [in a form set by the public sector body].

Charges	<p>The re-user shall be responsible for paying the sums detailed at Schedule [x] of the licence which are calculated in accordance with the standard fees published by the public sector body for the re-use of information of this type.</p> <p>All payments shall be made within [x] days of the date of invoice. All payments shall be subject to the payment of value added tax at the appropriate rate.</p>
Changes to this Licence	Any changes to the terms of this licence are subject to the agreement of both the public sector body and the re-user.
Period of the Licence	This licence shall remain in force for [x] years from the date of this licence and shall continue beyond that date subject to either party giving [x] months notice in writing.
Termination of Licence	Each party reserves the right to terminate this licence if there is a material breach of any of the terms and the breach is not remedied within [x] days of notification of the nature of the breach.
Governing Law	This licence is made under the laws of [England and Wales or Scotland or Northern Ireland] and comes under the exclusive jurisdiction of the courts of [England and Wales or Scotland or Northern Ireland].

## Machine readable licences

The UKGLF promotes the use of machine readable licences for public sector information. This means not only are the licences human readable but that computer programs can query the terms and conditions from a licence, making it possible, for example, to determine quickly whether two separate datasets are licensed under compatible terms and what those terms are. This is an important step in enabling the large scale integration of datasets from different sources. The overriding aim will be to produce licence models that will be machine readable so supporting the interoperability principles of INSPIRE.



## Charging under the INSPIRE Regulations

The UK INSPIRE Regulations<sup>3</sup> set out what services are to be provided and the circumstances in which charges may be applied for these services. These requirements will apply to all INSPIRE compliant data published through UK Location.

UK Location promotes as good practice in the digital transparency age that charges are kept to the minimum. Any charges made should take into account the following factors:

- the developing Government strategy to allow more open access to public data;
- the necessary quality and supply of location datasets and location data services;
- the Government's commitment to release more publicly held data;
- the need to develop a more efficient or more usable service;
- the need to cover marginal costs; and
- any requirement on an authority to be self-financing.

Under the INSPIRE Regulations, public authorities and third parties which publish INSPIRE datasets must establish and operate five services, collectively described as '**Network Services**'. These services will be available to all. In addition, public authorities are required to take specific action to enable **data and service sharing** between public authorities, and with bodies of the EU.

It should be noted by public authorities that the EU may request that information is provided on how charges have been calculated.

### Network Services

- **Discovery Services** – enabling users to search and display the contents of metadata for spatial datasets and services under one or a combination of the following criteria: keywords; classification, quality and validity; geographic location; access or use conditions; and identification of who is responsible for creating, managing, maintaining and distributing them.
- **View Services** – enabling users as a minimum to display, navigate, zoom in and out, pan or overlay viewable spatial datasets and to display legend information and any relevant content of metadata. It is important to note that data publishers are required to produce a service<sup>4</sup> which, when it receives a valid request, will respond by sending a map image to a user View Client. The View Service functionality rests entirely with the View Client that the user is using. The View Client is not, however, defined as part of INSPIRE.

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<sup>3</sup> <http://www.legislation.gov.uk/ukxi/2009/3157/contents/made> and [www.legislation.gov.uk/ssi/2009/440/contents/made](http://www.legislation.gov.uk/ssi/2009/440/contents/made)

<sup>4</sup> [COMMISSION REGULATION \(EC\) No 976/2009 - Implementing Directive](#)

- **Download Services** – enabling users to download copies of whole datasets or parts of datasets, and where practicable, accessed directly.
- **Transform Services** – enabling users to transform INSPIRE compliant spatial datasets to achieve interoperability.
- **Invoke Services** - the term 'invoke services' has not so far been defined but will be through the development of the appropriate implementing rule by the Commission.

## Discovery Service

Data Providers must not charge for providing a Discovery Service, that is, the provision of UK Location discovery metadata resources.

## View Service

A charge may be made for a view service but only where that charge secures the maintenance of spatial data sets and spatial data services, and particularly in cases involving very large volumes of frequently updated data.

## Download; Transform; and Invoke Services

The INSPIRE Regulations allow a reasonable charge to be made for any of these services. The amount charged is set by the public authority.

## Data sharing between public authorities

In line with the guidance above, Public authorities may make a charge for allowing access to, exchange or use of data with other public authorities but, under the INSPIRE Regulations, any charges:

- must be compatible with the general aim of facilitating the sharing of location datasets and location data services among public authorities and between public authorities and relevant organisations, and
- must avoid creating practical obstacles, occurring at the point of use, to such sharing.

The INSPIRE Regulations permit a reasonable return on investment to be made when charges are made in respect of sharing data with other public authorities (or third parties acting on their behalf).

Charges may not be made if particular EU legislation requires a report to be made on an environmental matter where it involves supplying location data or a service directly to an institution or EU organisation.

However, a public authority (A) may charge another public authority (B) for datasets despite public authority B having an EU reporting requirement as set out above.