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Open Database Licence Agreement (ODbL) – Database Licence (draft) (Version 0.9)

Preamble

The Open Database Licence (ODbL) is a licence agreement intended to allow you to freely share, modify, and use this Database while maintaining this same freedom for others. Many databases are covered by copyright, and therefore this document licenses these rights. Some jurisdictions, mainly in Europe, have specific rights that cover databases, and so the ODbL addresses these rights, too. Finally, the ODbL is also an agreement in contract for you to act in certain ways in return for accessing this Database.

Databases can contain a wide variety of types of content (images, audiovisual material, and sounds all in the same database, for example), and so the ODbL only governs the rights over the Database, and not the contents of the Database individually. You should use the ODbL together with another licence for the contents, if the contents have a single set of rights that uniformly covers all of the contents. If the contents have multiple sets of different rights, you should describe what rights govern what contents together in the individual record or in some other way that clarifies what rights apply.

Sometimes the contents of a database, or the database itself, can be covered by other rights not addressed here, and so you are advised that you may have to consult other documents or clear other rights before doing activities not covered by this Licence.

The Licensor (as defined below)

and

You (as defined below)

agree as follows:

1.0 Definitions of Capitalised Words

"Collective Databases" – Means this Database in unmodified form as part of a collection of independent works in themselves that together are assembled into a collective whole. A work that constitutes a Collective Database will not be considered a Derivative Database.

"Convey" – As a verb, means Using the Database, a Derivative Database, or the Database as part of a Collective Database in any way that enables a Person to make or receive copies of the Database or a Derivative Database. Conveying does not include interaction with a user through a computer network, or creating and Using a Produced Work, where no transfer of a copy of the Database or a Derivative Database occurs.

"Data" – The contents of this Database, which includes the information, independent works, or other material collected into the Database. For example, the contents of the Database could be factual data or works such as images, audiovisual material, text, or sounds.

"Database" – A collection of Data arranged in a systematic or methodical way and individually accessible by electronic or other means offered under the terms of this Licence.

"Database Directive" – Means Directive 96/9/EC of the European Parliament and of the Council of 11 March 1996 on the legal protection of databases.

"Database Right" – Means rights over Data resulting from the Chapter III ("sui generis") rights in the Database Directive (as applied in national law), which includes the Extraction and Re-utilisation of the whole or a Substantial part of the Data, as well as any similar rights available in the relevant jurisdiction under [Section 10.4](#).

"Derivative Database" – Means a database based upon the Database, and includes any translation, adaptation, arrangement, modification, or any other alteration of the Database or of a Substantial part of the Data. This includes, but is not limited to, Extracting or Re-utilising the whole or a Substantial part of the Data in a new Database.

"Extraction" – Means the permanent or temporary transfer of all or a Substantial part of the Data to another medium by any means or in any form.

"Licence" – Means this licence agreement and is both a licence of rights such as copyright and Database Rights and an agreement in contract.

"Licensor" – Means the Person that offers the Database under the terms of this Licence.

"Person" – Means a natural or legal person or a body of persons corporate or incorporate.

"Produced Work" – Means using this Database, a Derivative Database, or this Database as part of a Collective Database to produce the whole or a Substantial part of the Data (via a search or other query) that is then either used to create a work (such as producing images, audiovisual material,

text, or sounds) or combined with information from one or more sources to create an integrated work (such as producing images, audiovisual material, text, or sounds).

"Re-utilisation" – means any form of making available to the public all or a Substantial part of the Data by the distribution of copies, by renting, by online or other forms of transmission.

"Substantial" – Means substantial in terms of quantity or quality or a combination of both. The repeated and systematic Extraction or Re-utilisation of insubstantial parts of the Data may amount to the Extraction or Re-utilisation of a Substantial part of the Data.

"Use" – As a verb, means doing any act that is restricted by copyright or Database Rights whether in the original medium or any other; and includes without limitation distributing, copying, publicly performing, publicly displaying, and preparing derivative works of the Database, as well as modifying the Database as may be technically necessary to use it in a different mode or format.

"You" – Means a Person exercising rights under this Licence who has not previously violated the terms of this Licence with respect to the Database, or who has received express permission from the Licensor to exercise rights under this Licence despite a previous violation.

Words in the singular include the plural and vice versa.

2.0 What this Licence covers

2.1. **Legal effect of this document.** This Licence is:

- a. A licence of applicable copyright and neighbouring rights;
- b. A licence of the Database Right; and
- c. An agreement in contract between You and the Licensor.

2.2 **Legal rights covered.** This Licence covers the legal rights in the Database, including:

a. **Copyright.** Any copyright or neighbouring rights in the Database. The copyright licensed includes any individual elements of the Database, but does not cover the copyright over the Data independent of this Database. See **Section 2.4** for details. Copyright law varies between jurisdictions, but is likely to cover: the *Database model or schema*, which is the structure, arrangement, and organisation of the Database, and can also include the Database tables and table indexes; the *data entry and output sheets*; and the *Field names* of Data stored in the Database;

b. **Database Rights.** Database Rights only extend to the Extraction and Re-utilisation of the whole or a Substantial part of the Data. Database Rights can apply even when there is no copyright over the Database. Database Rights can also apply when the Data is removed from the Database and is selected and arranged in a way that would not infringe any applicable copyright; and

c. **Contract.** This is an agreement between You and the Licensor for access to the Database. In return you agree to certain conditions of use on this access as outlined in this Licence.

2.3 **Rights not covered.**

- a. This Licence does not apply to computer programs used in the making or operation of the Database;
- b. This Licence does not cover any patents over the Data or the Database; and
- c. This Licence does not cover any trademarks associated with the Database.

Users of this Database are cautioned that they may have to clear other rights or consult other licences when attempting to make use of this Data or Database.

2.4 Relationship to Data in the Database. The individual items of the Data contained in this Database may be covered by other rights, including copyright, patent, data protection, privacy, or personality rights, and this Licence does not cover any rights (other than Database Rights or in contract) in individual items of Data contained in the Database. For example, if used on a Database of images (the Data), this Licence would not apply to copyright over individual images, which could have their own separate licences, or one single licence covering all of the rights over the images.

Users of this Database are cautioned that they may have to clear other rights or consult other licences when attempting to make use of this Data or Database.

3.0 Rights granted

3.1 Subject to the terms and conditions of this Licence, the Licensor grants to You a worldwide, royalty-free, non-exclusive, terminable licence to Use the Database for the duration of any applicable copyright and Database Rights. These rights explicitly include commercial use, and do not exclude any field of endeavour. To the extent possible in the relevant jurisdiction, these rights may be exercised in all media and formats whether now known or created in the future.

The rights granted cover, for example:

- a. Extraction and Re-utilisation of the whole or a Substantial part of the Data;
- b. Creation of Derivative Databases;
- c. Creation of Collective Databases;
- d. Creation of temporary or permanent reproductions by any means and in any form, in whole or in part, including of any Derivative Databases or as a part of Collective Databases;
- e. Distribution, communication, display, lending, making available, or performance to the public by any means and in any form, in whole or in part, including of any Derivative Database or as a part of Collective Databases.

3.2 Compulsory licence schemes. For the avoidance of doubt:

- a. **Non-waivable compulsory licence schemes.** In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme cannot be waived, the Licensor reserves the exclusive right to collect such royalties for any exercise by You of

the rights granted under this Licence;

b. **Waivable compulsory licence schemes.** In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme can be waived, the Licensor waives the exclusive right to collect such royalties for any exercise by You of the rights granted under this Licence; and,

c. **Voluntary licence schemes.** The Licensor waives the right to collect royalties, whether individually or, in the event that the Licensor is a member of a collecting society that administers voluntary licensing schemes, via that society, from any exercise by You of the rights granted under this Licence.

3.3 The right to release the Database under different terms, or to stop distributing or making available the Database, is reserved. Note that this Database may be multiple-licensed, and so You may have the choice of using alternative licences for this Database. Subject to [Section 10.4](#), all other rights not expressly granted by Licensor are reserved.

4.0 Conditions of Use

4.1 The rights granted in [Section 3](#) above are expressly made subject to Your complying with the following conditions of use. These are important conditions of this Licence, and if You fail to follow them, You will be in material breach of its terms.

4.2 **Notices.** If You publicly Convey this Database, any Derivative Database, or the Database as part of a Collective Database, then You must:

- a. Do so only under the terms of this Licence or another licence permitted under Section 4.4;
- b. Include a copy of this Licence (or, as applicable, a license permitted under Section 4.4) or its Uniform Resource Identifier (URI) with the Database or Derivative Database, including both in the Database or Derivative Database and in any relevant documentation; and
- c. Keep intact any copyright or Database Right notices and notices that refer to this Licence.
- d. If it is not possible to put the required notices in a particular file due to its structure, then You must include the notices in a location (such as a relevant directory) where a user would be likely to look for it.

4.3 **Notice for using output (Data).** Creating and Using a Produced Work does not require the notice in [Section 4.2](#). However, if you publicly Use a Produced Work, You must include a notice within, on, or as part of the Produced Work reasonably calculated to make any Person that uses, views, accesses, interacts with, or is otherwise exposed to the Produced Work aware that content was obtained from the Database, Derivative Database, or the Database as part of a Collective Database and that the Database is available under this Licence.

- a. **Example notice.** Use of the following text will satisfy notice under [Section 4.3](#):

This DOCUMENT TYPE contains information from DATABASE NAME, which is made available here under the Open Database Licence (ODbL).

DOCUMENT TYPE should be substituted with the type of resource, such as "page" for a webpage. DATABASE NAME should be replaced with the name of the Database and a hyperlink to the URI of the Database. "Open Database Licence" should contain a hyperlink

to the URI of the text of this Licence. If hyperlinks are not possible, You should include the plain text of the required URI's with the above notice.

4.4 Share alike.

a. Any Derivative Database that You publicly Convey must be only under the terms of:

- i. This Licence;
- ii. A later version of this Licence;
- iii. A compatible licence.

If You license the Derivative Database under one of the licences mentioned in (iii), You must comply with the terms of that licence.

b. For the avoidance of doubt, Extraction or Re-utilisation of the whole or a Substantial part of the Data into a new database is a Derivative Database and must comply with [Section 4.4](#).

c. **Share Alike and additional Data.** For the avoidance of doubt, You must not add Data to Derivative Databases under [Section 4.4a](#) that is incompatible with the rights granted under this Licence.

4.5 **Share Alike does not apply.** The requirements of [Section 4.4](#) do not apply in the following:

- a. For the avoidance of doubt, You are not required to license Collective Databases under this Licence if You incorporate this Database in the collection, but this License applies to this Database or a Derivative Database as a part of the Collective Database;
- b. Using this Database, a Derivative Database, or this Database as part of a Collective Database to create a Produced Work does not create a Derivative Database for purposes of [Section 4.4](#); and
- c. Use of a Derivative Database internally within an organisation is not to the public and therefore does not fall under the requirements of [Section 4.4](#).

4.6 **Access to Derivative Databases.** If You publicly Convey a Derivative Database You must also offer to recipients of the Derivative Database a copy in a machine readable form of:

- a. The entire Derivative Database; or
- b. A file containing all of the alterations made to the Database offered under this Licence, including any additional Data, that make up all the differences between the Database and the Derivative Database.

The Derivative Database (under a.) or alteration file (under b.) must be available at no more than a reasonable production cost for physical distributions and free of charge if distributed over the internet.

4.7 **"Reverse Engineering"**. For the avoidance of doubt, creating a Produced Work, and then re-creating the whole or a Substantial part of the Data found in this Database, a Derivative Database, or a Database that is part of a Collective Database from the Produced Work, is still subject to this Licence. Any product of this type of reverse engineering activity (whether done by You or on Your behalf by a third party) is governed by this License.

4.8 Technological measures and additional terms

a. This Licence does not allow You to (except subject to **Section 4.8 b.**) impose any terms or any technological measures on the Database, a Derivative Database, or the whole or a Substantial part of the Data that alter or restrict the terms of this Licence, or any rights granted under it, or have the effect or intent of restricting the ability of any person to exercise those rights.

b. **Parallel distribution.** You may impose terms or technological measures on the Database, a Derivative Database, or the whole or a Substantial part of the Data (a "Restricted Database") in contravention of **Section 4.8 a.** only if You also make a copy of the Database or a Derivative Database available to the recipient of the Restricted Database:

i. That is available without additional fee;

ii. That is available in a medium that does not alter or restrict the terms of this Licence, or any rights granted under it, or have the effect or intent of restricting the ability of any person to exercise those rights (an "Unrestricted Database"); and

iii. The Unrestricted Database is at least as accessible to the recipient as a practical matter as the Restricted Database.

c. For the avoidance of doubt, You may place this Database or a Derivative Database in an authenticated environment, behind a password, or within a similar access control scheme provided that You do not alter or restrict the terms of this Licence or any rights granted under it or have the effect or intent of restricting the ability of any person to exercise those rights.

4.9 **Licensing of others.** You may not sublicense the Database. Each time You communicate the Database, the whole or Substantial part of the Data, or any Derivative Database to anyone else in any way, the Licensor offers to the recipient a licence to the Database on the same terms and conditions as this Licence. You are not responsible for enforcing compliance by third parties with this Licence, but You may enforce any rights that You have over a Derivative Database. You are solely responsible for any modifications of a Derivative Database made by You or another Person at Your direction. You may not impose any further restrictions on the exercise of the rights granted or affirmed under this Licence.

5.0 Moral rights

5.1 **Moral rights.** This section covers moral rights, including any rights to be identified as the author of the Database or to object to treatment that would otherwise prejudice the author's honour and reputation, or any other derogatory treatment:

a. For jurisdictions allowing waiver of moral rights, Licensor waives all moral rights that Licensor may have in the Database to the fullest extent possible by the law of the relevant

jurisdiction under [Section 10.4](#);

b. If waiver of moral rights under [Section 5.1 a](#) in the relevant jurisdiction is not possible, Licensor agrees not to assert any moral rights over the Database and waives all claims in moral rights to the fullest extent possible by the law of the relevant jurisdiction under [Section 10.4](#); and

c. For jurisdictions not allowing waiver or an agreement not to assert moral rights under Section 5.1 a and b, the author may retain their moral rights over certain aspects of the Database.

Please note that some jurisdictions do not allow for the waiver of moral rights, and so moral rights may still subsist over the Database in some jurisdictions.

6.0 Fair dealing, Database exceptions, and other rights not affected

6.1 This Licence does not affect any rights that You or anyone else may independently have under any applicable law to make any use of this Database, including without limitation:

a. Exceptions to the Database Right including: Extraction of Data from non-electronic Databases for private purposes, Extraction for purposes of illustration for teaching or scientific research, and Extraction or Re-utilisation for public security or an administrative or judicial procedure.

b. Fair dealing, fair use, or any other legally recognised limitation or exception to infringement of copyright or other applicable laws.

6.2 This Licence does not affect any rights of lawful users to Extract and Re-utilise insubstantial parts of the Data, evaluated quantitatively or qualitatively, for any purposes whatsoever, including creating a Derivative Database (subject to other rights over the Data, see [Section 2.4](#)). The repeated and systematic Extraction or Re-utilisation of insubstantial parts of the Data may however amount to the Extraction or Re-utilisation of a Substantial part of the Data.

7.0 Warranties and Disclaimer

7.1 The Database is licensed by the Licensor "as is" and without any warranty of any kind, either express, implied, or arising by statute, custom, course of dealing, or trade usage,. Licensor specifically disclaims any and all implied warranties or conditions of title, non-infringement, accuracy or completeness, the presence or absence of errors, fitness for a particular purpose, merchantability, or otherwise. Some jurisdictions do not allow the exclusion of implied warranties, so this exclusion may not apply to You.

8.0 Limitation of liability

8.1 Subject to any liability that may not be excluded or limited by law, the Licensor is not liable for, and expressly excludes, all liability for loss or damage however and whenever caused to anyone by any use under this Licence, whether by You or by anyone else, and whether caused by any fault on the part of the Licensor or not. This exclusion of liability includes, but is not limited to, any special,

incidental, consequential, punitive, or exemplary damages such as loss of revenue, data, anticipated profits, and lost business. This exclusion applies even if the Licensor has been advised of the possibility of such damages.

8.2 If liability may not be excluded by law, it is limited to actual and direct financial loss to the extent it is caused by proved negligence on the part of the Licensor.

9.0 Termination of Your rights under this Licence

9.1 Any breach by You of the terms and conditions of this Licence entitles the Licensor to terminate this Licence with immediate effect and without notice to You. For the avoidance of doubt, Persons who have received the Database, the whole or a Substantial part of the Data, Derivative Databases, or the Database as part of a Collective Database from You under this Licence will not have their licences terminated provided their use is in full compliance with this Licence or a licence granted under **Section 4.9** of this Licence. **Sections 1, 2, 7, 8, 9 and 10** will survive any termination of this Licence.

9.2 If You are not in breach of the terms of this Licence, the Licensor may not terminate Your rights under it.

9.3 Unless terminated under **Section 9.1**, this Licence is granted to You for the duration of applicable rights in the Database.

9.4 Notwithstanding the above, Licensor reserves the right to release the Database under different licence terms or to stop distributing or making available the Database. Releasing the Database under different licence terms or stopping the distribution of the Database will not withdraw this Licence (or any other licence that has been, or is required to be, granted under the terms of this Licence), and this Licence will continue in full force and effect unless terminated as stated above.

10.0 General

10.1 If any provision of this Licence is held to be invalid or unenforceable, that must not affect the validity or enforceability of the remainder of the terms and conditions of this Licence and each remaining provision of this Licence shall be valid and enforced to the fullest extent permitted by law.

10.2 This Licence is the entire agreement between the parties with respect to the Database. It replaces any earlier understandings, agreements or representations with respect to the Database.

10.3 If You are in breach of the terms of this Licence, You will not be entitled to rely on the terms of this Licence or to complain of any breach by the Licensor.

10.4 **Choice of law.** This Licence takes effect in and will be governed by the laws of the relevant jurisdiction in which the Licence terms are sought to be enforced. If the standard suite of rights granted under applicable copyright law and Database Rights in the relevant jurisdiction includes additional rights not granted under this Licence, these additional rights are included in this Licence in order to meet the terms of this Licence.

End of terms and conditions

How to apply the OBdL to your Database.

To apply the ODbL to your Database, attach the following notice, with the fields enclosed by brackets "[]" replaced with your own information . The text should be enclosed in the appropriate comment syntax for the file format. We also recommend that a file or class name and description of purpose be included on the same "printed page" as the copyright notice for easier identification within third-party archives. You should distribute a full copy of the ODbL with the database.

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Copyright [yyyy] [name of copyright holder]

You may use this Database in compliance with the conditions in the Open Database Licence (ODbL), Version 1.0. If you did not receive a copy of this licence with the Database, you may obtain a copy at:

[INSERT URI]

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