



Legal Aspects in NISHA

Copyright and Licensing

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General considerations



NISHA comprises **tools** and **data** to facilitate information sharing across Europe:

- **Software** is distributed to partners in order to setup and run local nodes
- **Content** is provided to NISHA by a different stakeholders and contributors (organizations / individuals)

Conclusion:

Appropriate **license terms** for both **software** and **content** are required

Software Licensing



Objective:

Software developed by NISHA shall be available to the general public free of charge

Solution:

European Union Public License (EUPL)

Full text and disclaimer available at <http://joinup.ec.europa.eu/software/page/eupl/licence-eupl>

Software Licensing



Why EUPL?

Key advantages:

- License terms in native languages of all EU member states
- Litigations are regulated according to EU legislation
- Migration to other license types is possible
- Approved open source license
- Designed for “software in the public interest”

Content Licensing



What is covered?

Original content (Part A)

- Content that is generated and published by NISHA consortium members

Contributed content (Part B)

- Content that is taken from external sources and distributed within the NISHA network and/or published on the NISHA portal

Content Licensing

Part A: original content



Objective:

Make sure information provided by NISHA is used as intended

Users of NISHA shall be free to

- **Share** (copy, distribute and use the database)
- **Create** (produce works from the database)
- **Adapt** (modify, transform and build upon the database)

... Information obtained from the system, as long as they

- **Attribute** (notice on the original database for any use or redistribution)
- **Share-Alike** (any adapted version must also be licensed under the ODbL)
- **Keep open** (redistribute without restrictions (such as DRM))

Content Licensing

Part A: original content



Solution:

ODC ODbL 1.0 (Open Data Commons - Open Database License)

Full text and disclaimer available at <http://opendatacommons.org/licenses/odbl/1.0/>

granting the right to



share, create, adapt

under the conditions of



attribution, share-alike, keep open

Content Licensing

Part A: original content



Why ODbL?

Key advantages:

- Better suited for data collections than Creative Commons (CC)
- Fewer formal restrictions than CC
- Already in widespread use (e.g. OpenStreetMap)

Content Licensing

Part B: contributed content



Objective:

Make content from external sources available for NISHA

- Utilization of external material must comply to the original license
- Provide a solution for both linked and embedded material
- Take care of translations and derivative works

Content Licensing

Part B: contributed content



Solution:

Define an open catalogue of compatible license types

- Open Data Commons: **PDDL, ODbL, ODC-BY**
- Creative Commons: **CC0, CC-BY , CC-BY-SA**
- ...
- *basically all public domain (“copyleft”) license types and those with compatible restrictions (see Part A)*

Obstacles of information sharing related to copyright issues:

- Local blacklisting required (e.g. due to copyright infringement in some member states)
- 3rd party translations and derivative work
- Referenced content (links to external media)
- Shared ownership / copyright

Obstacles of information sharing related to licensing policies:

- „viral“ license types (hindering license migration of derivatives)

Summary



3-pillar approach to cover legal aspects in NISHA:

- 1. Release NISHA software under the terms of the EUPL**
- 2. Provide content licensed under the terms of the ODC ODbL**
- 3. Define compliant (open) license types for imported content**

Q&A



Any Questions?

Thanks for your attention!

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