

Norwegian Licence for Open Government Data (NLOD) 1.0

This version is deprecated.

Newer version:

<https://data.norge.no/nlod/en/2.0>

This version:

<https://data.norge.no/nlod/en/1.0>

Latest published version (landing page):

<https://data.norge.no/nlod/en>

Preface of licence

This licence grants **you** the right to **copy, use** and **distribute information**, provided **you** acknowledge the contributors and comply with the terms and conditions stipulated in this licence. By **using information** made available under this licence, **you** accept the terms and conditions set forth in this licence. As set out in Section 7, the **licensor** disclaims any and all liability for the quality of the **information** and what the **information** is **used** for.

This licence shall not impose any limitations on the rights or freedoms of the **licensee** under the Norwegian Freedom of Information Act or any other legislation granting the general public a right of access to public sector information, or that follow from exemptions or limitations stipulated in the Norwegian Copyright Act. Further, the licence shall not impose any limitations on the **licensee's** freedom of expression recognized by law.

Comments:

The first sentence provides a brief introduction to the licence and points out key rights and obligations. The licence is primarily intended for use when public entities distribute data and other relevant content for further use by business and industry as well as civilian society.

The other sentence describes how the licence agreement is entered into. Use of copyrighted information requires a licence (a permit). Such a licence is granted when you enter into the licence agreement by using the information and thus become a licensee.

The third paragraph emphasises that the licence shall not deprive the licensee of any rights and freedoms pursuant to law. The intention behind the licence is to grant the licensee rights that he or she otherwise would not have, not to deprive the licensee of rights.

The terms and conditions stipulated in the licence are based on the assumption that the information thus distributed is protected under the Copyright Act or other legislation. If the information is exempt from copyright protection, e.g. under Section 9 of the Copyright Act, everyone is at liberty to freely use the information without having to comply with the terms and conditions set out in this licence.

This licence addresses the right to use information. It does not address access to information or terms of delivery.

1. Definitions

- **«Database»** shall mean a database or similar protected under Section 43 of the Norwegian Copyright Act.
- **«Information»** shall mean texts, images, recordings, data sets or other works protected under Section 1 of the Norwegian Copyright Act, or which are protected under provisions addressing what is referred to as «neighbouring rights» in Chapter 5 of the Norwegian Copyright Act (including databases and photographs), and which are distributed under this licence.
- **«Copy»** shall mean reproduction in any form.
- **«Licensee»** and **«you»** shall mean natural or legal persons **using information** under this licence.
- **«Licensor»** shall mean the natural or legal person that makes **information** available under this licence.
- **«Distribute»** shall mean any actions whereby information is made available, including to distribute, transfer, communicate, disperse, show, perform, sell, lend and rent.
- **«Use»** shall mean one or more actions relevant to copyright law requiring permission from the owner of the copyright.

Comments:

Section 1 has various definitions used below in the licence. The defined term is indicated in bold. In the agreement, the term information is used as a generic term

for everything offered for use under the licence. This may comprise various types of works such as copyrighted works (for example articles, novels, creative photographs, illustrations, etc.) as well as protected databases, tables, sound recordings, films, regular photographs, recordings of performances by performing artists, etc. The wording is general enough to cover computer programmes, but it is recommended that free licences adapted especially for computer programmes be used for these.

Because the licence will primarily be used for Open Government data, the word «data» has been used in the title of the licence. Thus, «Open Government data» must be understood to constitute a type of «information». The licence can, however, also be used for licensing of other types of information. As a consequence, the term « Open Government data» has been used only in the title, while the term «Information» is used in the licence itself.

In colloquial terms, the word «database» can also be used for certain types of catalogues which are protected as copyrighted works under Section 2 of the Copyright Act. The databases covered under Section 2 are covered by the definition of information. For such «databases», the Creative Commons licences will be compatible in accordance with Section 9 of this licence.

2. Licence

The **licensee**, subject to the limitations that follow from this licence, may **use** the **information** for any purpose and in all contexts, by:

- **copying** the **information** and **distributing** the **information** to others,
- modifying the **information** and/or combining the **information** with other information, and
- **copying** and **distributing** such changed or combined **information**.

This is a non-exclusive, free, perpetual and worldwide licence. The **information** may be used in any medium and format known today and/or which will become known in the future. The **Licensee** shall not sub-license or transfer this licence.

Comments:

In Section 2 the licensee is granted a very extensive and liberal right to use the information. The licensee may share the information with others, change the information and use the information in the way he or she wants to. The only exception is if the licensor is not entitled to license the information under this licence; i.e. a mistake has been made. Please refer to Section 3 for further details. In the last sentence it is specified that the licensee is not entitled to sub-license or transfer this licence. This entails that this licence does not grant

the licensee permission to grant others permission to use the information. The licensee does not have permission to change the terms and conditions for use of the information. Although the licensee has the right to transfer the information under this licence, the party receiving such information must obtain permission from the original licensor to be able to use the information. In practice, this means that the terms and conditions of this licence apply regardless of whom you receive the information from.

3. Exemptions

The licence does not apply to and therefore does not grant a right to **use**:

- **information** which contains personal data covered by the Norwegian Personal Data Act unless there is a legitimate basis for the disclosure and further processing of the personal data
- **information** distributed in violation of a statutory obligation to observe confidentiality
- **information** excluded from public disclosure pursuant to law, including information deemed sensitive under the Norwegian National Security Act
- **information** subject to third party rights which the **licensor** is not authorised to license to the **licensee**
- **information** protected by intellectual property rights other than copyright and neighbouring rights in accordance with Chapter 5 of the Norwegian Copyright Act, such as trademarks, patents and design rights, but this does not entail an impediment to use **information** where the **licensor's** logo has been permanently integrated into the **information** or to attribute the origin of the **information** in accordance with the article below relating to attribution.

If the **licensor** has made available **information** not covered by the licence according to the above list, the **licensee** must cease all **use** of the **information** under the licence, and erase the **information** as soon as he or she becomes aware of or should have understood that the **information** is not covered by the licence.

Comments:

This licence is to be used for information which can be re-used. It shall not and cannot be used for information exempt from public disclosure in any way. If such information has been distributed under this licence, it will be because a mistake has been made. The licence does not apply for information of this type. Thus, it is not permissible to use this type of information by virtue of the licence.

The licensee must be able to assume that the licensor has made a pre-assessment of whether the information can be distributed or not. However, it must be possible to hold the licensee responsible for distributing the information if

the licensee should have understood that the information was distributed by mistake.

Publication of «information subject to third party rights which the licensor is not authorised to license to the licensee» entails that the licensor is not the owner of the copyright to the information and that he has not been granted a sufficient licence from the owner of the copyright.

4. Effects of breach of the licence

The licence is subject to the **licensee's** compliance with the terms and conditions of this licence. In the event that the **licensee** commits a breach of this licence, this will entail that the **licensee's** right to **use the information** will be revoked immediately without further notice. In case of such a breach, the **licensee** must immediately and without further notice take measures to cause the infringement to end. Because the right to **use the information** has been terminated, the **licensee** must cease all **use** of the **information** by virtue of the licence.

Comments:

If the licensee does not fulfil the obligations under the licence agreement, the permit to use the information is revoked. The licensee must then cease to share and use the information. However, parties having received information from a party in breach of the licence may continue to use the information as long as their use is in conformity with the licence agreement.

5. Attribution

The **licensee** shall attribute the **licensor** as specified by the **licensor** and include a reference to this licence. To the extent practically possible, the **licensee** shall provide a link to both this licence and the source of the **information**.

If the **licensor** has not specified how attributions shall be made, the **licensee** shall normally state the following: «Contains data under the Norwegian licence for Open Government data (**NLOD**) distributed by [name of **licensor**]».

If the **licensor** has specified that the **information** shall only be available under a specific version of this licence, cf. Section 10, the **licensee** shall also state this.

If the **information** has been changed, the **licensee** must clearly indicate that changes have been made by the **licensee**.

Comments:

This provision stipulates that the licensee must state the source of the information, and that this must be stated as specified in the licence if the licensor has not specified otherwise.

The provision that it must be «practically possible» to provide a link to this licence and to the source of the information entails, for example, that the licensee need not provide a link when the information is not distributed in an electronic format. Thus, the licence requires an attribution statement, and describes how this is to be implemented, but it does not specify where this attribution statement must be positioned. This entails that the attribution statement need not be placed on the same page as the information, as it is sufficient that the reference to the source be placed on an «About» page, etc. It is also not a requirement that each individual data element be listed. Such a requirement would have rendered it difficult to comply with the attribution requirement in cases where data from several different sources are presented on a map, for example. The sources may instead be stated below the map, on an «About» page, etc. However, the reference to the source must not be hidden or difficult to find.

If the licensee has changed the information, this must be indicated, for example in this manner: «Contains data under the Norwegian licence for Open Government Data (NLOD) distributed by [name of licensor]. Nils Klim has changed the information by cross-cutting it with user-generated content.»

6. Proper use

The **licensee** shall not **use** the **information** in a manner that appears misleading nor present the **information** in a distorted or incorrect manner.

Neither the **licensor's** nor other contributors' names or trademarks must be used to support, recommend or market the **licensee** or any products or services using the **information**.

Comments:

This provision addresses the fact that the licensee must use the information in a prudent manner. The information cannot be changed, for example, and then be presented as if it has not been changed. The requirement that the information not be presented in an incorrect manner, entails that the licensee must familiarize himself with how to correctly interpret and understand the information. If the data is misunderstood and/or used incorrectly, any incorrect elements must be remedied as soon as one becomes aware of or should have understood that the information has been presented in an incorrect manner.

This provision must also be viewed in the context of existing regulations relating to misleading marketing, deception, etc.

7. Disclaimer of liability

The **information** is licensed «as is». The **information** may contain errors and omissions. The **licensor** provides no warranties, including relating to the content and relevance of the **information**.

The **licensor** disclaims any liability for errors and defects associated with the **information** to the maximum extent permitted by law.

The **licensor** shall not be liable for direct or indirect losses as a result of use of the **information** or in connection with **copying** or further **distribution** of the **information**.

Comments:

This provision addresses the fact that the licensor assumes no economic liability for the information. This entails, inter alia, that the licensor does not assume liability for the correctness or completeness of the information.

The licensor also does not assume liability for how the information is used or for the consequences of any use.

As the licence agreement does not address access to the information, the licensor also does not assume liability for the information being accessible.

This provision has a wide scope and also applies to situations not listed here.

8. Guarantees regarding data quality and accessibility

This licence does not prevent the **licensor** from issuing supplementary statements regarding expected or intended data quality and accessibility. Such statements shall be regarded as indicative in nature and not binding on the part of the **licensor**. The disclaimers in Section 7 also apply in full for such indicative statements. Based on separate agreement, the **licensor** may provide guarantees and distribute the **information** on terms and conditions different from those set forth in this licence.

Comments:

It follows from Section 8 that the licensor may provide supplementary statements regarding expected or intended data quality and accessibility. Such statements are indicative in nature and not binding for the licensor. They may be statements such as the following: «The information is normally updated at least once a month. We intend for the information to be accessible until 27 May 2664. We normally have an uptime of 99% measured in minutes per calendar month.»

If the licensee would like the licensor to warrant e.g. data quality and accessibility, such warranties must be made in a separate agreement between the licensor and the licensee.

9. Licence compatibility

If the **licensee** is to distribute an adapted or combined work based on **information** covered by this licence and some other work licensed under a **licence compatible by contract**, such distribution may be based on an appropriate **licence compatible by contract**, cf. the list below.

A **licence compatible by contract** shall mean the following licences:

- for all **information**: Open Government Licence (version 1.0),
- for those parts of the **information** which do not constitute **databases**: Creative Commons Attribution Licence (generic version 1.0, 2.0, 2.5 and unported version 3.0) and Creative Commons Navngivelse 3.0 Norge,
- for those parts of the **information** which constitute **databases**: Open Data Commons Attribution License (version 1.0).

This provision does not prevent other licences from being compatible with this licence based on their content.

Comments:

The purpose of this Section is to specify that information licensed under NLOD may be used together with information licensed under one of the licences listed. If a data set has been distributed under NLOD and another data set has been distributed under OGL, these may be combined and re-published under OGL. Another example is if you use images covered by NLOD together with your own images and images under the Creative Commons Attribution Licence (CC-BY) in a collage. The entire collage may then be licensed under the CC-BY licence. In such a case, you must make sure to state the name of the licensor for the images originally licensed under NLOD, your own name, and the name of the licensor for the images under CC-BY as well as comply with the other licence terms and conditions.

This provision makes a distinction between rights linked to databases and other rights. If you distribute a database under a Creative Commons licence, you may waive protection of the database, as it follows from Creative Commons (CC-BY 3.0 NO): «If the licensor has database rights or similar in pursuance of Section 43 of the (Norwegian) Copyright Act and EU's Database Directive, the licensor waives these rights.» The licence is therefore not «compatible» with Creative Commons for databases per se. However, the licence agreement does not prevent the licensee from using individual elements / some content from the database. The provision on licence compatibility with Creative Commons may be applied for such elements.

10. New versions of the licence

The **licensee** may choose to use the **information** covered by this licence under any new versions of the Norwegian licence for Open Government data (NLOD) issued by the responsible ministry (currently the Ministry of Government Administration, Reform and Church Affairs) when these versions are final and official, unless the **licensor** when making the **information** available under this licence specifically has stated that solely version 1.0 of this licence may be used.

Comments:

The Ministry of Government Administration, Reform and Church Affairs (or any ministry which subsequently assumes this responsibility) may issue new versions of the licence, for example based on new experience, a desire to cover new needs or to ensure compatibility with new or other relevant licences.

The licensee is entitled, but not obligated, to use the information under any new licences issued, unless the licensor has made the reservation that the information will solely be available under version 1.0 of the licence.

If the licensor has stated that only a specific version of the licence is to be used, this must also be stated by the licensee. This can be done by stating, for example: «Contains data under the Norwegian licence for Open Government Data (NLOD) distributed by [name of licensor], licensed solely under version 1.0 of the licence.» To ensure the information does not become «stranded» under old terms and conditions and thus become «abandoned data», such reservations should only be used when absolutely necessary.

11. Governing law and legal venue

This licence, including its formation, and any disputes and claims arising in connection with or relating to this licence, shall be regulated by Norwegian law. The legal venue shall be the **licensor's** ordinary legal venue. The **licensor** may, with regard to intellectual proprietary rights, choose to pursue a claim at other competent legal venues and/or based on the laws of the country where the intellectual property rights are sought enforced.

Comments:

As a point of departure, the licence agreement is subject to Norwegian law and legal proceedings must take place at the licensor's ordinary legal venue. For the Norwegian Government, this is Oslo District Court.

The information licensed may be used worldwide and by licensees from all parts of the world. In order to strengthen the enforcement, the licence also allows

the licensor to pursue breaches of the licence at courts in other countries and also based on their copyright laws, etc.