

Review of current INSPIRE licensing requirements for Local Authorities

Overview

We have been reviewing the INSPIRE regulations and discussing issues with all the relevant bodies so that we can make our DataPublisher service as slick as we can. This has needed some very big cups of tea and lots of reading. Now we know what we need to know, we thought it might be good if we passed what we found out onto you so you can spend less time reading and more time doing.

Where it all comes from

INSPIRE is described in a 2007 European directive which is bizarrely very readable. You can find it [here](#).

One tip from the directive is to read Chapter 1, Article 4, Clause 1 and 4. This states that the Directive covers environmental data that currently **EXISTS** in data form. So if you don't have it, or it's not in electronic form, you don't need to suddenly go and create it.

It was put into law by two sets of legislation which are extremely unreadable. You can find them, if you really want to, here: [2009](#) and [2012](#).

Licensing

There are many fingers in the pie here and we are not going to try and describe all the ins and outs in this document. Not least because the UK Location guidance documents are very good and very clear. If you want to read all the detail our tip is to go to the UK Location index page first; it lays all the documents out clearly and stops you having to hunt them all out. The Index page is found [here](#).

From a broad perspective there are two main areas of licensing that need to be considered:

- 1.** Protection and management of your own IPR
- 2.** Protection and management of a third party's (e.g. OS) IPR

1. Your own IPR

This section only refers to data that you own and/or has been derived from Open Data. Data that is derived from licensed data providers, such as OS, is covered in the next section.

Guidance

The Government has pulled together a really simple and easy to understand Open Government Licence. It is available [here](#), it is explained in lots of detail [here](#) and is reprinted in Appendix 1. It is a very sensible licence and it is suggested that all authorities use this licence as their default position.

It may be that your organisation would like to impose further restrictions on the data. In which case the licensing guidelines in the UK Location guidance are pretty good. It can be found [here](#).

2. Third party data

Position

In the INSPIRE documentation it clearly states that third party IPR rights have primacy over INSPIRE requirements. Specifically Ordnance Survey trumps INSPIRE. Therefore you must comply with your PSMA regulations first before you comply with your INSPIRE regulations.

What this means in practice

Metadata

There is no conflict here. Metadata should be compiled and published as per the INSPIRE regs with appropriate attribution and licensing information.

WMS

It is expected by OS, LGA and UK Location that local authorities will publish WMSs and the PSMA licence does make provision for this, but there are restrictions. These restrictions are detailed in Appendix 1, Clauses 4.2.6 and 10 of the PSMA licence which is available [here](#).

Download

This is where the greatest contention lies. Standard PSMA rules apply to downloads therefore you must consider a number of factors. The areas that stand out most are:

- **Derived Data**

Derived Data carries all the usual restrictions. Critically when you publish your derived data, as a WMS or download, it must be only the derived data with no background data as per PSMA licence Appendix 1, Clause 10.1.4.

- **Contracting**

Under PSMA you can only allow end users to download data if either:

- They are a contractor and a valid contractor licence is in place
- They are have a current and appropriate licence to the reference data in place or they enter into the Public Sector End User Licence Agreement with the member

There is not clarity on what would be a compliant, self-service way of ensuring that a user has the right licence in place so that you can publish data to them. What needs to happen is an agreement between OS, BIS, and DEFRA on what would constitute a compliant mechanism for you to put in place so that users can request data and click enough buttons so that the liability lies no longer with you. This has not been decided.

Therefore we strongly suggest that you do not provide a simple self-service download of data. Instead you should have two things in place:

- An ability for a user to request a specific data set
- An ability to deliver that download

These two elements will make you both OS compliant and INSPIRE compliant. FYI this is how we are structuring our DataPublisher service; we have a request page and a download capability with the request needing a human decision before the download is approved. Once the guys at OS/BIS/DEFRA have decided on an appropriate mechanism, we will describe it to you and will also put into practice on our service.

- **Compliance**

PSMA licensing means that you are also responsible for ensuring that the data is used in a complaint fashion. Again you should consider this when authorising downloads.

- **Audit**

Whichever download mechanism you use, you will require appropriate auditing of what was accessed when. This is described in Appendix 1, Clause 11 of the PSMA contract.

- **Specific Requirements**

There are the usual, and honestly quite reasonable, watermark and ownership statements that need to be applied. They are specified in clause Appendix 1, Clause 11 of the PSMA contract.

Summary

From our understanding of the regulations surrounding third party data and derived data we would say:

- **Metadata** – Straightforward and clear
- **WMS** – Expected to be delivered and requires minimal customisation
- **Download** – Currently not really practical. So put the mechanism in place so that you are INSPIRE compliant but don't expect that data download will be any less complicated than it is today for normal data sharing

Conclusion

The regulations for INSPIRE are numerous, detailed and sometimes conflictive. However, what does appear to be true is that the differing governing organisations are trying to simplify and unify the regs so that you don't need a part-time legal degree to get through them.

Therefore we suspect that further clarifying and simplifying will be coming; we will let you know when it arrives.

Additionally, and we cannot guarantee this, we suspect that authorities that make a genuine attempt to deliver a compliant INSPIRE service but slip up on minor compliance issues will be dealt with in a charitable manner.

This document only describes what we at miso have found and how we have interpreted the various documents. We are not lawyers and so cannot guarantee the interpretation. If you need a legal opinion we therefore suggest that you bite the bullet and talk to a lawyer.

Appendix

Appendix 1



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for public sector information

delivered by
A The National Archives

[Back to The National Archives](#)

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