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Multilingual Europe Technology Alliance**

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## **META-SHARE: Licenses, Legal, IPR and Licensing issues**

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## 1 Executive Summary

Task 6.5 is concerned with all the legal issues relating to the use of Language Resources and basic language processing tools. Crucial to the population and operation of the META-SHARE infrastructure is the establishment of the definition of legal features that may characterize all Language Resources (LRs) and Language Tools (LTs) that could be shared through the under-development Open Resource Exchange Facility. In particular, legal frameworks within the European Union are briefly described, the privacy issues highlighted when impacting the availability and/or usability of LRs and LTs, and then existing license schemas for the access and use of LRs and LTs are elaborated upon. Our main focus are the licensing schemas that allow users to access and use LRs and tools, though we also describe the other legal facets.

In addition to clarifying the legal framework, the ultimate goal of this task was to elaborate a workable proposal of a number of licensing templates to help the Human Language Technologies community to share and exchange LRs. Such work, now having reach its end, is based upon a review of:

- a) "Standard" licenses and model agreements (e.g. Creative Commons, ELRA, LDC, etc.)
- b) Most popular licensing schemes used by recognized LR owners
- c) Users' needs and trends as expressed and analysed through validation procedures

For LR providers, it is critical to ensure that their IP rights are first preserved and later on not infringed by the users (e.g. technology developers). For the LR users this means to clearly understand what kind of use they are allowed to do. In addition to traditional copyright, we investigate right granting modalities like "copyleft", "open source/free software" (e.g. GNU General Public License, Share-alike Creative Commons licenses, etc.), as to their suitability and impact. Likewise, we study the diversity of legal protections in Europe and, where appropriate and necessary, the rest of the world (e.g. "Fair use act" in the USA vs. exclusive author's exploitation rights in Europe, Database directive 96/9 in Europe, etc.). In addition to the legal protection of LRs, issues of privacy and ethics when it comes to the sharing of LR are elaborated upon.

Recent surveys show that currently the HLT field seems mature for a move towards wider availability of LRs under as permissive licensing schemes as possible (cf. results of LRE Map as reported in FlareNet deliverable D3.1<sup>1</sup>). However, there is still a way to go, as licences of resources vary substantially making it difficult for researchers to handle the legal issues around a resource. META-SHARE, aligning itself with the open data movement, has also prepared, with the help of external legal experts:

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<sup>1</sup> FlareNet deliverable D3.1 – Report on the scientific, organizational and economic methods and models for building and maintaining LRs

- a) a Charter, a Declaration for language resource sharing,
- b) a Memorandum of Understanding regulating the operation of the META-SHARE network,
- c) a set of licensing templates aiming to act as recommended licence models catering for a number of use scenarios.

In order to ensure that all provisions made through Task 6.5 (Task 6.5 is concerned with all the legal issues relating to the use of Language Resources and basic language processing tools.) are taking into account the needs and restrictions of LR/LT providers and users and are cross-checked against existing legal frameworks and relevant environments already in place throughout our community, a Validation Plan was developed and implemented. The validation subtask was targeted towards stakeholders and performed all actions necessary to achieve robustness and as wide as possible coverage of needs and expectations, and to facilitate the design of a decision support mechanism that will help META-SHARE members use the provided legal toolbox in a most friendly, efficient and trusted environment.

This Deliverable D6.1.3 includes:

1. general descriptions of the concepts we are debating
2. a list and a review of existing licensing schemes for data/content and tools,
3. statistics concerning the use of licensing schemes (per type of resource) e.g. based on data from the ELRA Universal Catalogue , the LREC2010 and Coling2010 maps, and the licensing schemes used by widely recognized LR owners,
4. a Charter spelling out the basic principles for language resources sharing,
5. a set of proposed licensing templates to help the community boost its LRs and LTs exchanges taking into account most of the real-world licensing needs and practices,
6. a mapping of the Memorandum of Understanding on the legal instruments developed,
7. a Depositor's Agreement that acts as an important instrument for producing smooth and unobstructed flows of rights and other legal provisions
8. a survey of the Validation Activities performed in order to ensure that all legal issues are being cared for taking into systematic consideration the LR/LT community needs and restrictions,

D6.1.3 is the final version of the Deliverable reporting on the outcomes of Task 6.5.

## **2 Introduction**

The first part of this deliverable will focus on definitions of Language Resources, Tools, Intellectual property rights and other legal issues to ensure that the underlying concepts are all well understood and agreed upon within our community. The report focuses on all issues concerned with legal issues relating to the use of LRs and LTs within the framework of META-SHARE. It also makes all necessary provisions so that the legal framework that will come out from this work and will form the legal instrument for the META-SHARE facilities is sound and complete and takes into account the needs of LR/LT providers and users. Hence this document consists of two main chapters. The first one is an introductory description of various Intellectual Property (and neighboring) rights. It assumes some knowledge of the HLT area. The second chapter focuses on the legal licensing framework to be established within META-SHARE to ensure an efficient operational language resource exchange facility. Finally, we conclude by detailing the plan for the process of validating all proposed legal aspects for opening, sharing, exchanging and trading LRs.

## **3 What are LRs and LTs**

### **3.1 Language Resources:**

This is a quick reminder of the focus of this report, though we feel that the terms Language Resources and Language Technologies are well understood by the communities revolving around the ICT world.

The term “Language Resources” refers to (usually large) sets of language data and descriptions in machine readable form, to be used in building, improving or evaluating natural language, speech or multimodal tools, technologies, systems, and applications. Typical examples of LRs are written, spoken (telephone-based recordings, broadcast news, conversational speech, etc.), multimodal corpora (including combinations of audio and video recordings), lexicons, grammars, terminology resources, multimodal resources such as gestures or signs from sign languages, ontologies, translation memories, etc.

According to a current perspective, Language Tools are considered as part of the resources. This is distinguished in this definition but not necessarily within the legal elaborations of the sections to follow.

The creation and use of these resources are of paramount importance for a large number of language technology related areas, including NLP, information retrieval, machine translation, speech, multimodality, etc. In particular Language Resources are used in training systems that are data driven but also in assessing their performances.

LRs have acquired a crucial importance and impact in the past two decades, when more and more activities, both at the European level and worldwide, have contributed to

substantial breakthrough in Human Language Technologies deployments (Online Machine Translation, Broadcast news transcription, etc.). Such improved systems have boosted our knowledge and ability to create, represent, acquire, access, exploit, harmonize, tune, maintain, and distribute LRs. Over the past two decades, the HLT community has invested substantial efforts in the creation of such LRs.

The LR field shows that existing language resources and tools are often not reusable, not interoperable, difficult to discover and hard to preserve.

Language Resources of interest herein are the ones used within the HLT community. Most of the resources are on digital media but with various heterogeneous formats.

Within the community, we distinguish:

- The "Raw data", that is the language data collected as is, without any annotation. This "raw" attribute and characterization depends on the collector as well as the user. For instance, recordings of broadcast news as audio files (streams) are considered as raw data. A collection of textual newspaper articles stored as files (either XML or plain text, without any formatting, organization, linguistic labeling) are also considered as raw data. In principle the raw data is only in a readable format and cannot change or evolve over time. Its structuring leads to a set of Primary Data and different operations may lead to different sets of Primary data (an English text associated to its French translation may be combined into an aligned corpus, it may also be annotated with Part of speech and lead to two corpora (French & English))
- Primary data, that some authors consider as the starting point of any linguistic consideration and hence do not refer to raw data at all but systematically to Primary data. We would like to distinguish this from raw data as we assume that the primary data is already structured according to some assumptions e.g. a set of recordings, a "collection" of texts, etc. At that level we still have no annotations and no linguistic markups, though we can have some "structuring markups".
- Secondary data with annotation and added-value to a raw data/primary data (annotation/transcription, linguistic structuring, etc.): at this third level various levels of linguistic information characterize the data. For instance, a collection of data can be structured into a corpus (with the adequate metadata elements) and then experts can add linguistic tags such as Part of speech for each "token" or syntactic relations between sentence constituents, etc. For the Audio data, the simple annotation is an orthographic transcription of the signal with or without turn taking, segmentation in speaker-turns, annotation of speech versus noise versus music, etc. For a bilingual corpus, links can be established between the source paragraphs and the corresponding translations, such links are linguistically significant. In principle, secondary data consist of a primary data and "annotations" (as added-value), the annotation being (should be) in an independent layer

stored with or outside the primary data itself (it is now common sense and a good practice to separate the annotation representation storage and its encoding format).

While raw and primary data do not depend on any theory (e.g. linguistic theory), the secondary data may depend on such considerations e.g. syntactic levels may require different definitions of dependency relations (that depend on linguistic theories)

- **Derived resources:** In many cases one can derive new resources, either a new view of an existing resource, a combination of several existing resources or new resource based on some manual/automatic processing of an existing resource. Resources are to be understood here as either primary or secondary resources. Examples are a collection of textual data that is restructured along new features (e.g. from a thematic structure with text types and genres, re-arranged in a new structure with different time periods to turn it into a diachronic corpus), a monolingual textual corpus to which we add an existing (or a new) translation into another language, the combined resource of parallel corpora being useful to translation research, an audio stream to which we automatically delimit speech and music segments, etc.
- **A Corpus<sup>2</sup> vs a Database (technically and legally):** we usually use improperly the two terms. Both corpus and database often refer to the collection of data (secondary data) and not to the technical concepts as implemented e.g. through relational databases (MySQL, Oracle, etc.). A "French Textual database" may refer to one text (a newspaper article) without any index, stored in a single file as plain text. In Europe Databases are ruled by specific regulations (e.g. "real" Databases with structured information on customers) that we will describe later on.

The distinctions made herein will be important to understand the rights associated with such resources.

- **Metadata (data about the data),** this is descriptive information about resources that can be of purely administrative purpose (the owner, rights-holder, contact, etc.), content information (LR type, language, etc.), technical information (i.e. about the encoding, the annotations, etc.), legal information (about ownership, licensing, etc). Metadata is usually used to index and allow for search and discovery of the data and hence is often shared, offered for harvesting, etc. Parts of the metadata can be confidential (distribution & pricing policies).

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<sup>2</sup> Ole Norling-Christensen, "Habeas corpus", The ELRA Newsletter, December 1996  
Chief Editor: Khalid Choukri (<http://www.elra.info/nl/newsletters/>), ISSN: 1026-8200

## 3.2 Language Tools, Technologies, Systems, applications

It is still hard to distinguish the tools versus technologies, systems, applications. Some authors use the expression "basic tools" to indicate some basic processing that adds little value to the resources; others use it to indicate a basic linguistic processing (e.g. Part of Speech/morphological tagging versus syntax or semantics). Here we will assume that a tool is any technical component (often software) that induces some transformation of the data or insert some additional information.

Usually a combination of basic tools would constitute technological components that could be integrated together to obtain a given technology (e.g. Machine Translation (MT) without any human interfaces or editing facilities). Technologies can be understood as the technical layer of an application, e.g. MT incorporated in applications related to editorial/technical writing and other workflows. A system is usually a full package that technically implements an application or a technology (inc. software, hardware). Very often a system also refers to a technology release by a given manufacturer (IBM's System).

The legal aspects related to the development of such tools will be briefly discussed herein while legal issues related to the deployment of technologies (deployment and exploitation) will not be addressed in this report.

## 3.3 Different phases of LR production and their legal implications

The creation of "original work" (or Language Resources from scratch) usually involves a number of tasks and phases. The main ones are itemized as depicted herein:



**The specification task** usually involves common know-how and exchange of ideas (and we know that *Copyright protects "original works of authorship" that are "fixed in any tangible medium of expression."*). So specifications may require some legal checking but this is not very likely. But at this stage one should be careful to avoid development of tools that are required for such resource creation but that have been copyrighted (or patented). We can easily imagine that some crawling techniques are copyrighted, that some bilingual text alignments are copyrighted even if ruled by specific licenses. As such, one should not re-develop similar tools based on the same algorithm without the copyright owner.

**The Production task** can be a creation of an original work (from scratch), recording

speakers<sup>3</sup> over telephone lines, producing textual material by employees, etc. Very often resources are produced using existing "raw" material e.g. collection of audio streams based on broadcasted Radio/TV programs, translation of existing textual data (newspaper articles), crawling and compiling existing web pages (text, audio, images, videos), etc. All these actions require the agreement of the original source owners;. Some web sites, broadcast companies, etc. allow for the re-use of their data without any constraint and for whatever purpose (copyleft spirit) and hence no agreement is needed. In the large majority of cases, such sources clearly indicate that their data is re-usable but under specific conditions and licensing schemas, for instance Creative Commons web site stipulates that:

[INCLUDEPICTURE "http://i.creativecommons.org/1/by/3.0/8ox15.png" \\\*](http://i.creativecommons.org/1/by/3.0/8ox15.png)  
[MERGEFORMATINET](#)  *Except where otherwise noted, content on this site is licensed under a Creative Commons Attribution 3.0 License*

(this basically means that one can copy, distribute, remix and transmit "data" taken from this web site as long as one attributes the work in the manner specified by the author or licensor (something like: *you designate original content/data source owner/creator (including the relevant CC project, such as ccLearn or Science Commons) as the "Attribution Party"* and not in any way that suggests that they endorse you or your use of the work).

The use of the LRs and Tools under this licensing schema is not neutral to the planned creation work and may not be suitable for many situations. For instance, if the raw data is made available under a Creative Commons license that requires all derived resources to be made available under the same conditions, one cannot go for other licensing terms (e.g. If the license stipulates that data cannot be used for commercial purposes then you cannot exploit the derived data for profit). The license may also allow you to create, remix and derive works based on the raw data, as long as you only distribute them under the same Creative Commons license that the original work was published under.

**The Validation task** refers to carrying very sophisticated quality assessment and control procedures as well as the well-known "users ranking" (stars or scores assigned to books, services, etc.). Users rankings often are considered as individual opinions and as such do not imply any liability (i.e. this may be considered as part of the Freedom of Expression though a number of jurisdictions prevent "hate speech", offences and speech that attacks a person or group on the basis of race, religion, gender, or sexual orientation<sup>4</sup>).

The technical "quality control" (a more professional approach to quality assessment) can

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<sup>3</sup> The legal concepts of consent, Privacy, Ethic are involved and we will elaborate on that later on. Here we assume that the speakers (or their legal tutors) gave their consent

<sup>4</sup> <http://dictionary.reference.com/browse/hate+speech>; [http://en.wikipedia.org/wiki/Hate\\_speech](http://en.wikipedia.org/wiki/Hate_speech)

be conducted by, or with the consent, of the rights-owner and hence no legal issues are involved. If the third party carrying such process has obtained a copy of the LR under specific legal terms, he/she has to comply with the underlying obligations, which may or may not forbid disclosing (or publishing) any quality assessment report. If no legal obligation is attached to such publication, one should use well established and agreed upon scientific methodologies to carry such task and anticipate the impact of such report on the life of the resource (particularly if this impacts sales and generates losses for which he/she may be accountable because of the license used).

**The distribution task: referring to the redistribution as well as distribution (without use)** which could be for free or for a fee, requires prior agreement of the rights-owner which could be implicit (e.g. if the right owner uses Creative Commons like licenses) or explicit through granted distribution rights by the rights holders. Of course no rights aspects are affected if distribution is carried out by the owners expect the definition of rights & obligations he/she decides to pass to the users.

**Maintenance:** can be carried out for internal purposes and no authorization is required. If it is carried out in order to share with others any findings, improvements, bug reports (which may even lead to a new version of the LR or a derived resource), then it is important to obtain prior authorization of the rights owner. If derived resources are achieved then legal analysis (that can only be carried out on a case by case) should be conducted. In many cases, right owners may argue that deriving new resources could be a kind of "piggy bagging" on their existing assets.

To sum up, it is crucial that the whole process reviews all background knowledge used and all related copyrights, patents, other background ownership, ethics, sensitive issues like consents, etc. It is also crucial to anticipate on the envisaged rights that can be granted to third parties after the completion of the production and through which licenses and terms of use.

### **3.4 Different LR uses and their legal implications**

The legal aspects implied by the use of LR over time are, in principle, governed by its licensing schema. Three major cases are to be considered.

The first one is for LRs that come without any license (e.g. copyleft) and hence one can irrevocably and perpetually do whatever is envisioned. Some jurisdictions (e.g. French) recognize a heavy weight to the "moral rights" of an author that cannot be waived (this is what forbids coming out with a new version of an existing fiction book when it becomes

public domain for instance).

The second case is for LRs that are available under "implicit" licensing (such as CC). One should carefully check the license clauses (i.e. which version of CC is used as not all of them are so permissive). It may require an attribution, it may allow use but forbid any changes and it may as well prevent commercial uses. In some contexts, such licenses require to share the changes under similar licensing terms.

The third case is LRs that are licensed under some bilateral agreement and one should carefully consider its clauses, some contracts could allow limited scope of use as well as limited duration (e.g. use for an academic R&D activity for 1 year, or for the purpose of a given project during its lifetime).

The large majority of LRs available from data centers are available under bilateral agreements that grant rights for research or commercial use (in technology development), with such rights being perpetual and irrevocable and often for a fee but royalty-free.

An indicative list of uses includes

- Use for internal purpose (research)
- Use for commercial purpose (derive products/services)
- Use of HLT evaluation purpose
- Copy and distribute for free, for a fee
- Remix/derive new resources and make these available for free, for a fee

Some of these uses come with obligations, e.g. I may have to make the derived resource available only under the same conditions as the "source".

The specific case of tools (as software components) will be treated in the next version of this report, including the licensing aspect (e.g. it is more natural to adopt licenses promoted by the free Software Foundation or those suggested by the Open Source Initiative). Unlike our licenses, which do not make mention of source or object code, these existing licenses were designed specifically for use with software.

## **4 The European Legal frameworks with respect to LRs**

Intellectual property (IP) refers to creations of the mind: inventions, literary and artistic works, and symbols, names, images, and designs used in commerce, etc.

According to the WIPO definition: "IP is divided into two categories: Industrial property, which includes inventions (patents), trademarks, industrial designs, and geographic indications of source; and Copyright, which includes literary and artistic works such as

novels, poems and plays, films, musical works, artistic works such as drawings, paintings, photographs and sculptures, and architectural designs. Rights related to copyright include those of performing artists in their performances, producers of phonograms in their recordings, and those of broadcasters in their radio and television programs".

We can draw from this that the legal rights attached to a LR (assuming it is an "original work") for the benefit of its creator are part of the "Copyright".

Copyright was originally defined by the Berne Convention for the Protection of Literary and Artistic Works of September 9, 1886 and extended in many countries to all intellectual properties (i.e. IPR abbreviation). As indicated above, in most jurisdictions, copyright arises upon fixation/creation and does not need to be registered. Other types of rights could be applicable to LRs as defined within our community such as Patent, Database Directive 96/9/EC (for the European Union), etc.

Other industrial properties may also be considered such as inventions, trademarks, industrial designs, logos, utility models, trade names, geographical indications (indications of source and appellations of origin), etc. It is difficult to evoke such IPR for LRs&T, though one can imagine a resource like WordNet as a trademark<sup>5</sup> but this would protect the "mark" but not the content.

#### **4.1 Ownership, Copyright, Moral rights**

As indicated above, the "original creation" of a LR attributes the copyright to its creator. One can also buy such rights from the LR owner. The key word here is "original work" which assumes an innovative nature of the work.

*The copyright law is a set of exclusive rights granted by the law of jurisdiction to the author or creator of an original work, including the right to copy, distribute and adapt the work. Exceptions and limitations to these rights strive to balance the public interest in the wide distribution of the material produced and to encourage creativity. Exceptions include fair dealing and fair use (under the US jurisdiction for research and European law for education purposes only), and such use does not require the permission of the copyright owner. All other uses require permission and copyright owners can license or permanently transfer or assign their exclusive rights to others.*

Today's use of term "Copyright" also incorporates some very close concepts such as the "rights of authors" that are more specific under some jurisdictions (such as in France) and sometimes incorporate some neighboring rights.

In Europe, a Copyright regulation was initiated by the European Commission with the "Copyright Directive"<sup>6</sup> (*Directive 2001/29/EC of the European Parliament and of the*

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<sup>5</sup> A registered trademark can, theoretically, last forever, as long as a trademark's use is continuous and the owner introduces regular applications for renewals.

<sup>6</sup> EU directives lay down certain end results that must be achieved in every Member State. National authorities have to adapt

*Council of 22 May 2001 on the harmonization of certain aspects of copyright and related rights in the information society and sometimes known as the Information Society Directive or the InfoSoc Directive*<sup>7</sup>). This directive of the European Union requested all members of the Union to implement the World Intellectual Property Organisation (WIPO) Copyright Treaty<sup>8</sup>, within a period of time. Most of the European countries have implemented through national legislation acts such directive.

Following this directive and the US Copyright Act, **the usual protection is for "the author's life plus seventy years"**. In France, provision of a 10 years extra protection is offered to account for the Second World War.

**Moral rights** are different rights in nature and are rights beyond copyright and include specific rights such as right of attribution, the right to the integrity of the work, etc. These are inalienable and not transferable under a number of jurisdictions. Moral rights are distinct from any economic rights and even if copyright to a work is transferred to a third party, creators still maintain the moral rights to the work. Though Moral rights are not transferable, this is not expected to affect the uses and activities within the HLT field.

## 4.2 Database EU directive

In our HLT field, we often use the term database (or databases) to indicate a LR or a collection of Language Resources; for instance a lexicon or a compilation of speech recordings could be easily referred to as databases. These are not necessarily organized in "databases" as we technically know them (relational databases with "data stored in the form of tables and the relationship among the data is also stored in the form of tables". Databases are perceived within the business community as important assets and hence the EC issued a directive aiming to provide a harmonized copyright protection. It introduces a new specific ("***Sui generis***") right for the creators of databases, whether or not these have an intrinsically innovative nature, while for other types of intellectual properties, "innovation", "originality" are essential requirements. This is the Directive 96/9/EC of the European Parliament and the Council of 11 March 1996 on the legal protection of databases. Databases are defined as "*a collection of independent works, data or other materials arranged in a systematic or methodical way and individually accessible by electronic or other means*".

An essential aspect that has to be carefully investigated is the fact that the creator rights can be "transferred, assigned or granted" under contractual license but also that, under the

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their laws to meet these goals, but are free to decide how to do so. Directives may concern one or more Member States, or all of them. [http://ec.europa.eu/eu\\_law/introduction/what\\_directive\\_en.htm](http://ec.europa.eu/eu_law/introduction/what_directive_en.htm); [http://en.wikipedia.org/wiki/Directive\\_\(European\\_Union\)](http://en.wikipedia.org/wiki/Directive_(European_Union))

<sup>7</sup> <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:32001L0029:EN:HTML>

<sup>8</sup> The WIPO Copyright Treaty refers to "compilations of data or other material (databases) in any form, which by reason of the selection or arrangement of their contents constitute intellectual creations".

current status, such rights last for a period of 15 years with effect from the date on which the creation of the database was terminated (while copyright lasts for life time plus seventy years).

Other legal aspects such Moral rights, ethics, privacy should be addressed when discussing LRs and related issues (will be briefly introduced in this version).

### 4.3 Patenting

Patents are related to "inventions" rather than to the "work of mind". The patent gives the inventor (or the owner of the invention) the right to commercially exploit that 'invention' for the life of the patent, which is typically 20 years in a large number of countries, including those which joined the European Patent Convention<sup>9</sup> (EPC) (most of the European Union and neighbouring countries, about 38 countries by now).

The "Patent" refers to a right granted to anyone *"who invents or discovers any new and useful process, machine, article of manufacture or composition of matter, or any new and useful improvement thereof"*.

We assume that some technological inventions (e.g. Machine translation engine, speech recognition algorithm, etc.) could be patented instead of being copyrighted. This could be applicable to processes of resources production including technological procedures.

### 4.4 Copyright and IP exception (fair use and fair dealing)

Many researchers feel that legal protections (Copyright, Patents, etc.) safeguard the (copy) right-owning interests (publishing, film, music and major software companies) over content users' interests. This is not true for everything and most importantly not everywhere. In many jurisdictions, "limitations and exceptions" are introduced leading to situations in which the rights granted to authors do not apply or are limited for public interest reasons.

Such exceptions and limitations allow for use of copyrighted material in well defined cases without asking for permission from the rights holders. The typical case in our field is for commentary, criticism, news reporting. Some countries extend these limitations to research and teaching.

The most important example is the well known "fair use" within the United States Copyright Act (stated in article 107) that includes a citation of research purposes as a reason not to comply with copyright rules. In order to be "fair use"<sup>10</sup>, a number of pre-requisites are

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<sup>9</sup> <http://www.epo.org/patents/law/legal-texts/html/epc/1973/e/ma1.html>

<sup>10</sup> ([http://en.wikipedia.org/wiki/Fair\\_use](http://en.wikipedia.org/wiki/Fair_use)) "Any use that seems fair is fair use" (not every use that is commonly considered "fair" counts as fair use under the law".

required:

*USA Copyright Act (17 U.S.C. § 107)*

*Notwithstanding the provisions of sections 17 U.S.C. § 106 and 17 U.S.C. § 106A, the fair use of a copyrighted work, [.....] for purposes such as criticism, comment, news reporting, teaching (including multiple copies for classroom use), scholarship, or research, is not an infringement of copyright. In determining whether the use made of a work in any particular case is a fair use the factors to be considered shall include:*

- 1. the purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;*
- 2. the nature of the copyrighted work;*
- 3. the amount and substantiality of the portion used in relation to the copyrighted work as a whole; and*
- 4. the effect of the use upon the potential market for or value of the copyrighted work.*

In some other countries, a limited exception to copyright law is implemented through the act of "fair dealing"; For instance the Canadian Copyright act clearly states that: "*Fair dealing for the purpose of research or private study does not infringe copyright*"<sup>11</sup>.

A large number of cases have been debated and there seems to be no consensus about what is fair and what is not. What is crucial to mention is that most of the European countries do not have a similar act of exception for research. Japan, Korea, and some other countries are introducing such regulation while nothing is happening at the European Union level. We should rely on the WIPO treaty and the EC directive exception that stipulates (the so called three-step test, bold statements herein): "**Members shall confine limitations and exceptions to exclusive rights to certain special cases which do not conflict with a normal exploitation of the work and do not unreasonably prejudice the legitimate interests of the rights holder.**"

This makes such exceptions hard to apply to our field.

## **4.5 LRs and European Privacy and Ethic Regulations**

In addition to the legal features that characterize a LR&T, one should also take into consideration aspects related to ethics, privacy, and similar issues. For instance, at the European Union level, Article 8 of the Charter of Fundamental Rights<sup>12</sup> is about the

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<sup>11</sup> <http://laws.justice.gc.ca/eng/C-42/FullText.html>

<sup>12</sup> [http://www.europarl.europa.eu/charter/pdf/text\\_en.pdf](http://www.europarl.europa.eu/charter/pdf/text_en.pdf)

"Protection of personal data" and states:

1. Everyone has the right to the protection of personal data concerning him or her.
2. Such data must be processed fairly for specified purposes and on the basis of the consent of the person concerned or some other legitimate basis laid down by law. Everyone has the right of access to data which has been collected concerning him or her, and the right to have it rectified.
3. Compliance with these rules shall be subject to control by an independent authority.

In addition to this Chart, clear definition of personal data is given by the European Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.<sup>13</sup>

In Chapter II Section 1 and article 6 (PRINCIPLES RELATING TO DATA QUALITY), the directive indicates that Member States shall ensure that personal data must be:

- a. *processed fairly and lawfully;*
- b. *collected for specified, explicit and legitimate purposes and not further processed in a way incompatible with those purposes. Further processing of data for historical, statistical or scientific purposes shall not be considered as incompatible provided that Member States provide appropriate safeguards;*
- c. *adequate, relevant and not excessive in relation to the purposes for which they are collected and/or further processed;*
- d. *accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that data which are inaccurate or incomplete, having regard to the purposes for which they were collected or for which they are further processed, are erased or rectified;*
- e. *kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the data were collected or for which they are further processed. Member States shall lay down appropriate safeguards for personal data stored for longer periods for historical, statistical or scientific use.*

These regulations (and the corresponding ones in other countries) aim to control the uses of personal and sensitive data that allow to identify the persons involved (*an identifiable person who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity*<sup>14</sup>). In addition, "*the processing of special*

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<sup>13</sup> Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:31995L0046:EN:HTML>

<sup>14</sup> [http://ec.europa.eu/dataprotectionofficer/index.cfm?TargetURL=D\\_INTRO%20EUROPA](http://ec.europa.eu/dataprotectionofficer/index.cfm?TargetURL=D_INTRO%20EUROPA)

*categories of data, defined as personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, and of data concerning health or sex life, is prohibited, subject to certain exceptions (see Article 10 of Regulation (EC) 45/2001)".*

The most critical aspect of privacy is involved when collecting, storing, using, exchanging biometric data that is considered as "sensitive" and can be difficult, though not impossible, to anonymize.

These requirements have been implemented by most of the European countries and corresponding authorities have been established. It is a very sensitive issue as more projects emerge on the speaker/scribe identification, meetings participants' identification, etc. using both language and other biometric modalities.

#### **4.6 Impact of "Protection of Personal data" on LRs usability and sharing/Distribution**

Non compliance with the above protection regulation may render the LRs use illegal, it may render them non transferable to other teams outside the collecting organization, it may also render them non transferable outside the EU.

The basic modus operandi to handle such requirements is first of all to obtain the explicit consent of the persons involved in the data collection. For instance if one collects speech recordings from hundreds of speakers, the explicit authorization of each of them is mandatory (or a legal representative for minors). Such consent should be explicit, preferably in writing, and the person should know and agree on the purpose of the LR collection. It is also essential to ensure that the person agrees on possible transfers (sharing, distribution, online, offline) to third parties, outside its country and outside the EU. The EU regulations prevent such transfers to countries that do not show the same level of data protection as EU. This has to be interpreted in conjunction with what would, at the end, of the collecting process, constitute the LR. If "personal data" remain within the collection, one should review the EC agreements (e.g. with the USA) or use the contract recommended by the EC with the party wishing to get a copy of the data<sup>15</sup>.

It is important to inform the "participants" that part of the data would be anonymized if this is the case.

We can also apply such reasoning to resources like images, video, but also texts. An emerging area of research is "opinion mining" which requires the annotation of huge amount of texts with tags related to opinions, sentiments, etc. To our knowledge, current annotations consist of pairing paragraphs and tags and no "personal" data is involved.

In addition to dealing with the persons, the different jurisdictions require that the "Privacy

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<sup>15</sup> <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2004:385:0074:0084:EN:PDF>

controlling authority" (as established by national laws in agreement with the EC directive) is notified in advance of such data collection. It also requires that participants are notified of their capacity to have access to their personal data, correct it if necessary or ask for it to be taken off the collection. They have also to be given the details of the controlling body. If the data comprises "personal data" as described herein, many European jurisdictions require that the participants should be informed of any transfer outside the EU.

**The impact of this on our distribution mechanisms is that such distribution has to be monitored and controlled whenever such personal data is part of the LR&T, which would prevent anonymous peer-to-peer sharing.**

#### **4.7 Rights holders profiles**

The owners of the rights to LRs are derived from the description made on the production of Language Resources in section 3.3. The production process grants the producing party the copyright that we elaborated upon above. The producing party could be a LR production unit which is a private company (e.g. ELDA), a private or public research laboratory, as well as public agency. In some cases, the production is done for internal purposes and with internal funding. In some cases it is done as a service paid for by a commissioner. It is very likely that if the commissioner commissions the production, s/he will retain ownership but this is not mandatory and depends on the production agreement between the parties. According to ELRA experience, it seems that most of the resources useful for basic research are produced within the research community (mostly academic one); while most of the resources suitable for technology and application development are produced by the industry. New trends (e.g. MT market) are emerging and making it hard to distinguish R&D from application deployment.

The producing parties are very often either directly involved in language technology and develop the data for their own needs or involved in neighboring areas (such as humanities) and what they produce for their needs could be easily customized and extended as LRs for HLT.

In a large number of cases, the raw data (as defined in section 3.1) is copyrighted by organizations (publishers, newspapers, broadcasters, etc.) with whom it is essential to conclude agreements that would allow the production of the primary data useful for HLT work. In addition to this and assuming that all legal steps mentioned in section 3.3 (e.g. requesting speakers consent for speech collections), copyrights holder can be clearly identified. We assume that such raw data is still copyrighted material which is not necessarily the case when compiling corpora of textual data using sources for which copyright has expired.

The copyrights holder may decide to waive some or all of their rights (leading to copyleft or

a permissive license) or may decide to retain all rights and license the data through bilateral contract. They may even opt for not "trading" (sharing) such resources. In some cases, the rights holder appoints an agent to act as its distributor, that is grant all the rights for distribution activities.

A particular case occurs when the production is supported by a public funding agency. We have seen cases in which such agency requires the resources to be distributed under particular conditions, either in terms of fees (free of charge or allowing to cover distribution costs only) or in terms of use (e.g. solely for use in evaluation of technology). In other circumstances, it is requested that the resources are to be made available under "fair market conditions" (particularly when the resources are suitable for use within commercial applications and agency willing to prevent market distortion).

We will review existing resources from various cataloguing sources (see section xxx) to identify the rights attached to resources according to what the right-holders state in our various surveys.

## **5 "Uses", "User" profiles and Legal Implications**

According to our experience, most of the users of Language Resources are involved in research on Human Language Technologies. In various cases, such research also addresses issues related to general computational linguistics without any focus on a particular technology area. Most of these labs are non-profit organizations (very often public/academic labs or governed by public regulations). In some countries, large research labs are formed to conduct research and governed by private law and are expected, while being not for profit, to generate revenues to support and sustain their activities.

Under European law, these labs can hardly advocate for the "fair use" or "fair dealing" for the use of LRs in their research activities. On another side, their activities can be easily tagged as for the benefit of the public (assuming there are no commercial revenues generated from technology transfers to commercial organizations). If this is the case, such rights can be granted to projects using Language Resources, which are only licensable to non-commercial organizations and/or non-commercial uses.

The other category of players is technology developers or integrators, technology/application deployers. Most of them acquire resources to develop their technologies and hence have to comply with IPR regulations. In some cases they benefit from technology transfers from research labs. It is essential that such products (technologies, applications), that often encapsulate copyrighted Language Resources, do not infringe copyright law by allowing the application deployers (or even the public) to reconstruct the copyrighted material.

In a number of cases, the users acquire resources that are copyrighted and have to be very careful about the re-publishing (making available/sharing/distributing) such resources with or without added value as this could infringe copyright law, unless the licensing terms and conditions allow such republishing.

We have seen from the distribution activities within the last decade that Language Resources could be made available for research purposes only (research conducted by any organization including for-profit ones), it may be restricted to research purposes by not for profit research labs, it may even be restricted to public research labs only. Some resources are made available under copyleft spirit or licensed under permissive contracts (do what you want) that allow commercial use.

In addition to these uses, a number of resources have been exclusively designed and produced to assess the performance of Human Language Tools and Technologies. These are often produced by funding agencies aiming to have a clear picture of the state of the art in a given area and for a set of languages. These resources are licensed for evaluation purposes and others uses are forbidden (training systems, for instance).

Let us sum up our views on the users and usages of LR&T within our area:

The typology of uses within the HLT field:

- Internal use for what ever purpose (including the ones listed below)
- Use for Research only
- Use for technology development in the view of technology transfers (commercial exploitation or not)
- Technology evaluation
- Derivation of new resources to be distributed

The user profile also conditions the use of the LR and these can be summarized as:

Profiles of users/ Profile of uses	(Public) Research Lab	Private Research lab	Commercial organization
	Internal use	Research only	Research & Development
	Research only	Research only	Research & Development
	Technology transfers	Technology transfers	Technology development
	Technology evaluation	Technology evaluation	Technology and application evaluation

## 6 Access modes and Channels

### 6.1 Access to data in "open source"

The current practice within the HLT community is to obtain Language Resources with an access to its content so it can be used as such, processed or incorporated in the developer's environment. We know that most of the users expect to have access to the content in an "open" mode. No one expects to get an encrypted file with APIs (application programming interface) but rather plain data that one can manipulate freely. For example, one expects to get the audio recordings of a speech collection (possibly with any transcriptions, phonetic lexica). Such recordings could be re-transcribed, listened to, etc. No one expects to get acoustic models or parameters obtained by the producer algorithms. For lexica, one also expects to get a plain file with all the entries, the POS tags and other grammatical properties if available, but not an API that returns an entry for each request.

### 6.2 Access data through API and/or web services

A new trend is emerging in which some resources are made available as Web-services. Such scenario allows users to access some resources stored on a remote server and use them through some specific APIs. This approach is often used for testing purposes (before acquisition of the database) but also to ensure that users are exploiting the latest version of the resource. As one can imagine, this creates a dependency on the LR owner infrastructure (its servers and web-services) and may be incompatible with the user strategies (in particular for resources that have to be exploited without Internet access such as new PDA applications).

### **6.3 Access on a server versus CD/DVD, downloading**

LR usability is conditioned by the “ease” of access to the data (open mode or web-service) that should be ensured through adequate means (e.g. shipment on media like CD/DVD, direct access through Internet, downloading, etc.). Such access has also to consider the user’s environment (if the data comes with software then it has to be installable and usable in the user’s environment (MS-Windows, Linux, details about the releases, etc.), the best option being that the data is completely environment-independent. It is important to review the access channels to define the related legal issues. One can simply ship the data on CDs and hence all legal aspects are about the usability of the resources. In principle, the provider commits to ensure that such delivery media is readable and take necessary actions to correct any occurring problems. If the data is provided through a download process, the provider should commit to make the server available in terms of time period etc. If the resource is to be used as a web-service (on which applications will be based, solution which is gaining ground currently) then the provider has to commit to a quality of service (a kind of 24h, 7/7) and maintain such quality over time. Such commitment could be stated in a contract and could then be legally enforceable.

To sum up, the resources can be accessible in an open mode, they can be accessed locally (through shipped copies) or remotely (for downloading purposes that replaces the shipped CDs); it can also be accessed as a web-service, directly incorporable into applications. Other modalities of accessing data can emerge but these would have no legal impact on the copyright issue as long as the ultimate purpose is to access and use the LR&T.

### **6.4 Direct access from the rights holder**

The most convenient way to access a LR&T is to get it from the owner (often the rights owner). This ensures having access to the latest release as well as original copies of the documentation and maybe some support. Dealing directly with the rights holder allows the user to address all legal issues at the source. The rights holder may opt for a permissive license (such as the ones described in section 8.2 ) that allows all types of uses and request very little commitment (e.g. mention of the rights owner or attribution).

The drawback of such channel is that rights holder is not necessarily an expert in LR&T licensing and the overheads may dissuade him/her giving access to such resources. The advantage being that, the rights holder will be able to identify users and the use made of his/her LR&T.

The drawback for the user is that each LR&T acquisition would require negotiating with a different rights holder, very likely under different jurisdiction law, which may be too costly, in particular for the small teams.

## 6.5 Access via Brokers, appointed distribution agent

Another possibility, for the rights holder, is to trust the distribution of its LR&T to a broker. A number of data centers emerged to play this role and allow the users to acquire a large number of LR&T within one shop-stop. ELRA and LDC played such role over the last 15 years. Other organizations have been established, world-wide, to take care of a particular language or a particular modality.

The advantage for the user is the one stop-shop (Distributor) from which a large number of resources can be licensed. The Distributor can also assist the user in various aspects from clarifying legal commitments of the user (*vis-à-vis* the rights holder), to quality assessment with respect to the intended use, services of help desk, etc.

For the rights holder appointing a distribution agent allows to get rid of all overheads related to distributing resources (licensing, shipment, invoicing, payments, etc.) with the drawback that the generated revenues have to be shared with the agent.

The role played by the distribution agencies showed to be critical over the last 15 years of activities, given the state of the HLT field. They contributed to cataloguing important resources, allowing for their discovery by the users and offering valuable services (e.g. the establishment of LREC by ELRA, the most important forum that gathers over 1000 participants involved in LR and Evaluation). The business model of appointed agent<sup>16</sup> (in particular when this is not exclusive) allows to reach more users but also to supply efficient services to both parties. The drawback of such agencies is that they are brokers and middlemen and as such add overheads and margins to the prices of resources to sustain their operations. In some cases, such "operational costs" are supported by public agencies (with distribution units integrated within the public bodies). In other cases, such costs have to be matched by the revenues generated by the distribution of LR&T which implies that some resources have to be distributed for a fee (even if many resources can be distributed for free). The new emerging "content" business model distinguishes a number of possibilities such as pay-per-resource, pay by advertisement, pay by an annual subscription, pay through royalties on application exploitations, etc. These aspects will have an impact on the legal aspects of the operations.

The web and Internet are having a substantial impact on all kinds of businesses that are connected to distribution of products and services. We have seen, over the last decade, the proliferation of online business activities and the e-commerce services. This allowed for electronic transactions followed by traditional shipment of resources on traditional and tangible media (CDs, DVDs, Hard disks). We are noticing now the development of new strategies related to fully electronic transactions that allow to distribute resources online

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<sup>16</sup> We can debate this issues looking at similar businesses e.g. Computer industry with Dell versus Toshiba/HP/. Dell initiated an impressive "revolutionary direct customer model" but now this is evolving to combine it with more traditional distribution channels (the alternative sales channels). The question is how can one avoid conflicts between these two channels.

(or in intangible form). Development of internet with high-bandwidth capacities, the legal reliability of electronic signatures and licenses, the facilities of automatic/electronic billing and payments (e.g. credit cards) will boost such evolution.

New business models will be emerging and we will see how sustainable this model could be in the years to come (see deliverable D6.3.1 on Business Models). Distribution agencies are well positioned to anticipate such evolutions while playing a useful and efficient role within the community.

Such models will have no impact on the legal issues (e.g. the European Directive already anticipate some of the Information Society requirements) but will have an impact on the way such rights are perceived and applied. We will see over the years if we are porting the current business online or whether we invent new opportunities and how the law can be interpreted in both cases.

## **6.6 Access from any "user" site (anonymous peer-to-peer)**

The other access channel that emerges is what we may refer to as peer to peer. Anyone who has access to a copy of a given resource could act as a distribution agent and is allowed to make it available to third parties. Very often such players can duplicate or mirror the LR&T.

This is the case of resources made available as "public domain" or made available under specific licenses e.g. Creative Commons or the GNU General Public License (GNU GPL). In the first case, the rights holders waive all their rights (as allowed by the jurisdiction law) and permit all users to use, modify, improve, and distribute the LRs for any purpose and without any restriction.

Resources can also be made available under licensing schema that allow the author to keep some rights (e.g. to be credited as the creator of the resource) while allowing for use, modification, improvements, distribution, etc. The Creative Commons are the most known licensing schema (see below comparison of existing licenses). Various options are available within Creative Commons that allow waiving such rights and permit users to use, modify, copy and distribute such resources.

The advantage of such resources distribution channel is that anyone can act as a distributor and no bottleneck can be feared. The important drawback is to get access to the latest release and no obligation can be attached to the distribution by third parties of "only" the latest version. There is no possibility of monitoring/supervising the "access"/"use" of a LR&T (anyone can access the resource anywhere) and no way to ensure the integrity of the resource.

## **7 Legal implications of free access vs for-a-fee**

The pricing of a LR&T is (and should be understood as) completely distinguished from the

legal status it has and the legal requirements for its use.

We can pay for a resource that is still available in open mode and could be made available through a large network that can manage the charges collected. But in order to be coherent one can not expect to distribute a resource for a fee and allow any user to redistribute it as this is impossible to supervise; so for coherency (and not legal) sake, one should be ready to give up payments if the data is put in the public domain or licensed under some of the permissive license mentioned above.

One can also get an important resource for free from a rights holder and/or a distribution agency but with strict licensing terms, e.g. free for research purposes.

It is common usage today to ask for donations instead of fees. Donations are voluntary actions and many service providers (banks, Paypal) offer for easy donation procedures.

## 8 Licensing legal framework

As elaborated upon in previous sections, the use of LR&T may be rendered possible under a few legal frameworks:

a. Waive all rights (copyleft, no right reserved, public domain); this is not possible with all jurisdictions (e.g. Moral rights under French law) but the rights that can be waived are enough for all types of use within the HLT community.

b. Apply the copyright law and thus each user should seek prior agreement from the rights holder which could be a letter of intent or more reasonably a bilateral contract that should state what uses are covered. Such agreement can be customized and made on a case by case.

c. License the data and make such license publicly available for all potential users. Here one can opt for:

- a permissive and implicit license such as Creative Commons or GPL or equivalents
- License with some restrictions regarding the re-distribution, as those in use by ELRA or LDC
- Some in-house licenses that regulated such granted rights on a case by case.

In the following sections, existing licensing schemas are surveyed and their granted rights but also obligations are reviewed. The ultimate objective is to suggest a number of standardized licenses to be used within META-SHARE.

### 8.1 Existing Implicit and Explicit licensing schema

In our analysis and surveys we have identified a number of categories of licenses.

- Explicit ones that have to be signed by the user. Such licenses require the signature to be executed in advance by a legal representative person and allow to keep records of the

signing organizations (and hence of the users). Such licenses can be signed as:

- a. hardcopies,
- b. electronically by "ticking" a box on a web form,
- c. using electronic signatures as defined by various laws (EC directive Directive 1999/93/EC on a Community framework for electronic signatures or the US eSign Act or the Japanese Act on Electronic Signatures and Certification Business).

▪ Implicit ones that we assume users have agreed on before starting using the resource. This is the case of the various sources that simply stipulate that such "[....]" is available under the Creative Commons Attribution-ShareAlike License; additional terms may apply. See Terms of Use for details". Such implicit licensing procedure assumes that users are bound by the mentioned license and that the terms of use have been carefully checked and agreed upon. No specific action is expected from the user (no signature).

Another doctrine within copyright law is the "implied" license<sup>17</sup> (which is different from the implicit one defined above). The implied license is an interpretation (in case of conflict between a licensor and a licensee) of the intents of the two parties (subjective, objective, "normal" practice considerations). "Implied" may even be related to the licensee bypassing some of the contract provisions arguing that this is essential for the use of the resource and that copyright owner could not ignore that such use would be made of the data.

## 8.2 Survey of existing and used schemas

In order to offer a clear and an as exhaustive picture as possible, we have conducted a number of reviews of the licensing issues on the basis of existing LRs (the same work is conducted for tools but in less details). The main sources of input are the catalogues of ELRA, LDC, NICT Ashashi; the LRE-MAP collected knowledge base, the OLAC harvested metadata, etc. We have also considered the CLARIN language observatory though most of its content is already in the other sources and the mismatch is rather for humanities and social science users as we will notice.

The first conclusion to draw from such analysis is about the confusion between availability, granted/grantable rights, and licensing. Let us consider the OLAC metadata collections (over 40 archives, including ELRA and LDC resources, with over 105000 resources, out of which 47000 are described online; but not so many customized/designed for use within HLT). OLAC<sup>18</sup> uses the Dublin Core metadata elements that allows to include "license", "access right", "rights", "availability date" as descriptive items for a given resource. OLAC provides a page that "permits users to see how any attribute or field of OLAC metadata has

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<sup>17</sup> Orit Fischman Afori, "Implied License: An Emerging New Standard in Copyright Law", The Santa Clara Computer & High Technology Law Journal, Volume 25, Issue 2, Page 275

<sup>18</sup> See details on OLAC at <http://www.language-archives.org/> and the survey at <http://www.language-archives.org/tools/survey.php>

been used by OLAC archives" (many OLAC metadata elements are not controlled vocabulary).

If we start investigating the "rights" to identify copyrighted versus copylefted resources, we see that just over 12000 resources convey such information (out of 105K); About half of that consists of two resources, the PARADISEC (Pacific And Regional Archive for Digital Sources in Endangered Cultures from the Pacific region, about 3000 items) which indicates the access mode instead of the copyright owner(s) ("Access to data in the PARADISEC repository is available to those who have signed an access form"). The second (2450 items), related to "Resources deposited in the Survey of California and Other Indian Languages" has gone through some legal advisor scrutiny and clearly states that such resources "Intellectual rights, including copyright, belong to resource creators or their legal heirs and assigns". Other legally literate authors indicated the copyright owner and its date of fixation (although the copyright date is another OLAC/Dublin Core element). Other indications cover copyright by individuals or organizations but also the license corresponding to that resource (either LDC, ELRA or CC), in many cases it indicates the access mode (freely available for download), in some cases indications that rights are reserved (e.g. "restricted, no copying except with depositor's permission", "Apply in writing for permission to use this resource", "Not for wider distribution", "non-profit", etc. To be fair to the OLAC community, we should confess that the metadata elements (rights, access rights, rights holder) are so intertwined that it misleads most of the data archivists.

The OLAC metadata term (see below for comparison) defines the rights in general as a set of concepts covering "a description of the terms of use (cost to access the data, part of the licensing conditions, acknowledgments/attributions required), "Instructions on how to get access" (e.g. Apply in writing for permission to use this resource) and the applicable license (e.g. Creative Commons Attribution-ShareAlike license).

The Rights holder is indicated by an additional metadata element (not part of the original core set of Dublin Core elements).

Searching the "license" and "access rights" element within the OLAC archives, we obtain:

Number of resources	Reference of the license
900	<a href="http://creativecommons.org/licenses/by-nc-nd/3.0/">http://creativecommons.org/licenses/by-nc-nd/3.0/</a>
438	<a href="http://creativecommons.org/licenses/by-nc-sa/2.5/">http://creativecommons.org/licenses/by-nc-sa/2.5/</a>
137	<a href="http://crdo.fr/licenceCRDO.php?version=1">http://crdo.fr/licenceCRDO.php?version=1</a>
92	<a href="http://creativecommons.org/licenses/by-nc-nd/">http://creativecommons.org/licenses/by-nc-nd/</a>

42	<a href="http://creativecommons.org/licenses/by-nc-nd/2.5/">http://creativecommons.org/licenses/by-nc-nd/2.5/</a>
1	<a href="http://creativecommons.org/licenses/by-nc-sa/2.5/">http://creativecommons.org/licenses/by-nc-sa/2.5/</a>
1	<a href="http://creativecommons.org/licenses/by-nc-sa/2.5/">http://creativecommons.org/licenses/by-nc-sa/2.5/</a>

which shows that 1500 resources (out of the 105000) refer to "public" licenses and adhere to publicly known licenses (Creative Commons), while the rest do not mention a specific licence (cf. following table for details).

The common feature is that all of them require that the attribution is mentioned with the resource, that the use is for non commercial, over 400 require share alike, and over 900 stipulate that no derivatives are allowed (the data can be redistributed by as long as it is passed along unchanged and in whole).

If we look at the OLAC "access right" feature, it shows a large combination of legal statement, purposes, restrictions, commercial policies, etc. It also stresses the need for a controlled vocabulary to ensure some consistency.

Frequencies	Content
3703	Freely available for non-commercial use
2998	standard, as per PDSC Access form
569	Rights available for: Research Use, Commercial Use
298	Normal
257	Rights available for: Commercial Use
242	Open
236	Standard
177	No restrictions specified
140	restricted, no copying except with depositor's permission
92	Freely available for non commercial use
90	Access restricted (password protected)
78	Not for wider distribution

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69	CRDO license; rights Holder = Xinyu ZHAO
61	restricted, no access except with depositor's permission
58	Open to view but not to copy
56	Open
53	Restricted
42	Rights available for: Commercial Use, Research Use
42	Tekee Media Ros Dunlop
38	Closed
35	Rights available for: Evaluation Use
34	Rights available for: Research Use
31	non-profit
29	Yet to get
24	no restrictions
19	open access after registration ; rights Holder = Thierry Chanier ; Christophe Reffay ; Marie-Laure Betbeder ; Maud Ciekanski ; Marie-Noelle Lamy ;license = <a href="http://creativecommons.org/licenses/by-nc-sa/2.0/">http://creativecommons.org/licenses/by-nc-sa/2.0/</a>
16	Ahtna_only
15	CRDO licence; rightsHolder = Bernard BEL
13	Open: permission required for changes
11	Rights available for: Research Use, Evaluation Use, Commercial Use
10	Open; Conditions of Access undertaking; no commercial use without permission of owner.
8	Free access under Creative Commons Attribution-Noncommercial Unported License

No concrete conclusion can be derived from this table except that many resources are freely available for non-commercial use, many are available for both Research Use and Commercial Use; some rights holders indicate an "Open" (in the sense we referred to as "open source"), another that such access is "restricted, no copying except with depositor's permission" and the "permission" will state all the constraint on use (and not only on copying), etc.

If we consider the LREC'2010 Map<sup>19</sup> that is the most appropriate source of information on resources and tools for language technologies, we can see that over 100 "different" replies were obtained when asking of the license under which the referenced resource is used or obtainable. The main remark is that we did get very short replies like CC (for Creative Commons), BSD (very likely for Berkeley Software Distribution licenses), FDL (very likely GNU Free Documentation License or GFDL), ELRA (very likely one of the ELRA license, end-user or VAR), as well as very precise indications such as Creative Commons Attribution/Share-Alike License 3.0 (Unported), GNU Free Documentation License, Apache License V2.0, GNU General Public License (GPL).

Unfortunately we also found statements like free, free for academic use, free for evaluation, research and teaching purposes, free to use, freely available for non-commercial and research purposes, freely distributed under BBN license. Here is it is hard to confirm whether "free" refers to free of charge or freedom in the use, copying, distributing, deriving, etc. For instance, we may restrict our interpretation of "free to use" to "the resources if free of charge, and can be only used as is, no commercial, no derivative, no re-distribution". One can also interpret it as "free to use for whatever purposes".

The extract is listed herein for information. Detailed characteristics regarding what the main licences grant as rights and require as duties will be given in the following sections.

License name (or reference)	Variants
Access is public	
AMI Meeting Corpus license	i.e; Creative Commons based
Apache License V2.0	
BSD (Berkeley Software Distribution) License	BSD3 BSD-inspired license
CNRS license	
GNU	GNU

<sup>19</sup> LREC MAP see [www.resourcebook.eu](http://www.resourcebook.eu)

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	<p>GNU Free Documentation License , GNU FDL</p> <p>GNU General Public License (2, 3.0)</p> <p>GNU LGPL version 2.1 or later</p>
corporate license	<p>Custom license,</p> <p>Private contract</p> <p>Proprietary</p>
Creative Commons	<p>Creative Commons 3.0, Attribution-Noncommercial-Share Alike.</p> <p>Creative Commons Attribution/Share-Alike License 3.0 (Unported) or Creative Commons Attribution-Noncommercial 3.0 Germany</p> <p>Creative Commons Attribution-Noncommercial-Share Alike 2.5 Italy License</p> <p>Creative Commons Attribution-Share Alike</p> <p>Creative Commons license, Attribution Non-commercial</p> <p>Creative Commons, by-nc-nd 3.0</p>
ECI	
ELRA	End user license agreement, Value-Added Reseller
free	<p>Free for academic use,</p> <p>Free for evaluation, research and teaching purposes</p> <p>Free to use</p> <p>Freely available</p> <p>freely available for non-commercial and research purposes</p>
BBN license	
From Owner	License directly from owner
<a href="http://trec.nist.gov/data/reuters/org_appl_reuters_v3.html">http://trec.nist.gov/data/reuters/org_appl_reuters_v3.html</a>	

http://wordnet.princeton.edu/wordnet/license/	
Illinois/NCSA Open Source License	
LDC	LDC Evaluation License
MIT	
Mozilla Open Source License	
OSCL	
Public Domain	
SRI	
TST-centrale	
undecided	Undetermined Unknown
Virtual Human Toolkit License Agreement,	<a href="http://vh toolkit.ict.usc.edu/index.php/License">http://vh toolkit.ict.usc.edu/index.php/License</a>

In the following section we will focus on the ELRA and Creative Commons licenses and draft a first comparison table of what such licenses grant as rights and require as obligations.

### 8.3 Rights and features of existing licenses

Legal obligations, described within this report, arise in relation to the following situations:

- obligations of the LR producers/right owners vis-à-vis the users;
- obligations of the LR users as to the use of the LR towards the LR producer/provider;
- in cases where the LR is distributed via a third party (e.g. distribution agency), obligations of the distributor towards the LR producers and the LR users and vice-versa.

All these are governed by implicit or explicit licenses which present an important degree of variety. The objective of this section is to help distinguish all these dimensions and allow for a usable ontology (or taxonomy) of these concepts through a list of compared features

of some of the existing schemas<sup>20</sup>.

The basic findings from the distribution practices of ELRA and a survey of CLARIN are given herein for illustration purposes. ELRA, acting as a distribution agency, gives the possibility to LR providers to distribute the resources on the basis of two features: user profile (academic vs. commercial) and purpose of use. In this classification, four types of licenses are foreseen:

1. "end-user" agreement: covers Internal/Research use by both academic and commercial users;
2. "VAR-agreement": covers Commercial/Derivative HLT products/services, for both academic and commercial users (VAR: Value Added Reseller);
3. Evaluation Packages End-User Agreement: covers Evaluation of HLT technologies, again for both academic and commercial users;
4. LR Evaluation License Agreement (VAR-E): covers Evaluation of LR, only for commercial users.

The following figure shows the distribution of license types for the LRs provided through ELRA

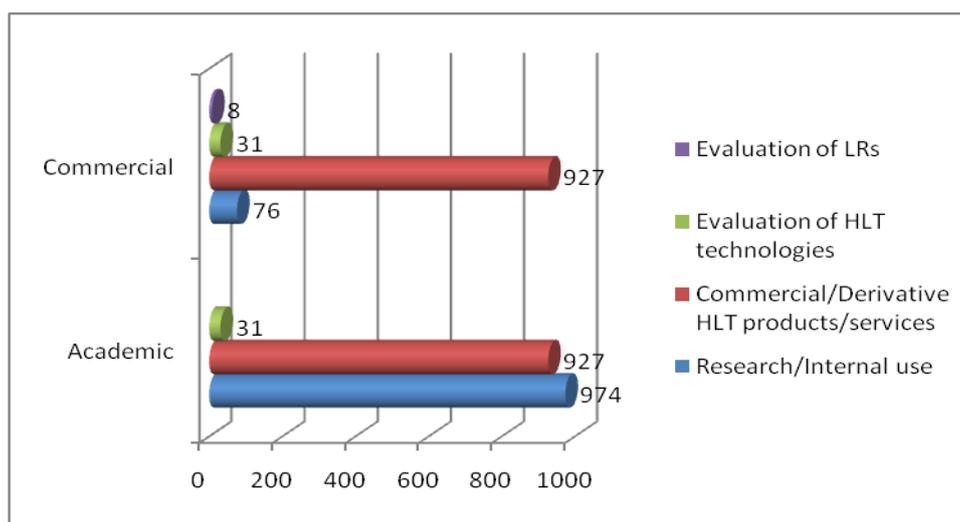


Figure 1: Types of LR uses in combination with user type allowed for ELRA members

In the framework of the CLARIN project (in principle targeting more Social Sciences and Humanities within academia), a study has been made as to the availability conditions and licensing options offered for LRs. Such survey allowed defining the most occurring patterns. These were:

1. publicly available resources (PUB), which are provided with no limitations as to

<sup>20</sup> (see ELRA "Guide de production" report by Franck Gandcher, Olivier Hamon, Valérie Mapelli, Nicolas Moreau, Niklas Paulsson, Djamel Mostefa)

user profile and as to purpose of use;

2. resources for academic use (ACA), available only for academic institutions (and individuals linked to them) to be used for studying, research and teaching purposes;
3. resources for restricted use (RES), which do not fit any of the above categories but are still available to users if they fulfil specific requirements (e.g. submission of abstract, planned usage etc.).

Interestingly enough, as shown in figure 3, out of the 849 resources and 181 tools recorded in the CLARIN inventory, only 94 resources (11%) and 39 tools (21%) respectively contain information on licensing; the main reason for this is that for the majority of the LRs the availability conditions were not identified or are still not clear.

From this subset, the majority of both categories can be classified as publicly available; for tools, this amounts to an overwhelming 90% while the remaining 10% are available for academic use; on the other hand, resources are not as widely available: 43% are publicly available, around 40% are available only for academic use and the remaining 15% are available for restricted use.

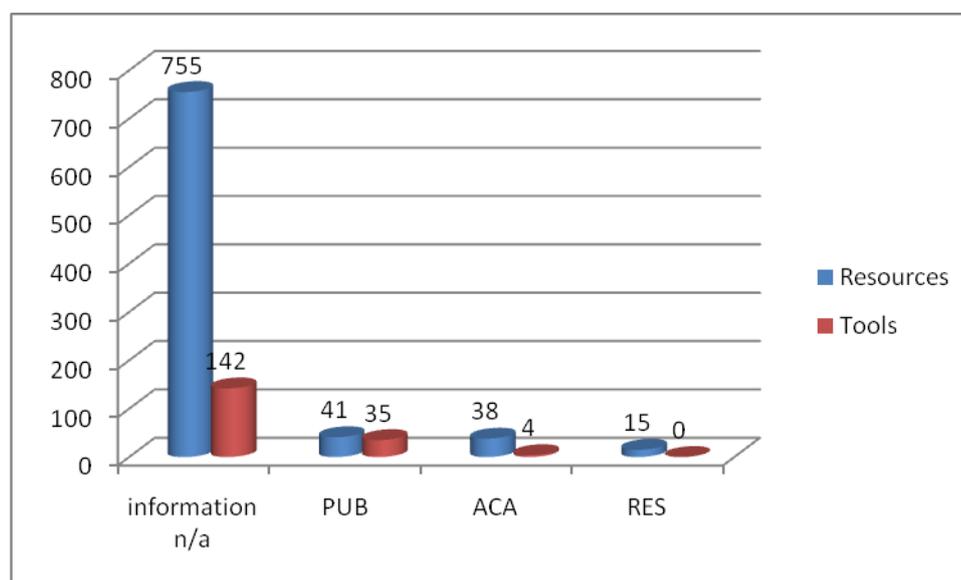


Figure 2: Distribution of LRs in the LRT inventory according to the CLARIN licensing patterns

The main additional features are defined herein:

- **Implicit** (notification on the web site) versus **explicit** licensing (as exemplified above with hardcopies, electronic signatures, etc.)
- **Use type** ( as listed above e.g. internal purposes (research, education, not shared with anyone; for research purpose (internal research), for research & technology development (including development of products, applications that could be exploited ,

commercial as well as for non profit; for evaluation of technologies, and/or for any other use);

- **Derivative Works** (which could be a derived resource as well as a derived technology; e.g. technology based on that particular resource or resources combining that one);
- **Distribution of Derivative Works** : (making available to third parties the derived resources and/or technologies);
- **Commercial exploitation** (this could be exploitation of the resource itself or any derived resources and/or product/service)
- **Redistribution of source as is (integrity):** the license may allow to redistribute copies of the original resource without any changes (respect to the integrity of the resource or "as is"), it may allow to include it in a bundle or a larger combination of resources, it may also allow it to be encapsulated in a technology (without the authorization to decompile the technology so as to reconstruct the data);
- **Attribution or acknowledgment of ownership** (most of the license require that the paternity of the resource is acknowledged and the creator mentioned)
- **Irrevocable:** most of the license are concluded once for all and users can keep using them as long as they do not breach the clauses but some conditions could be set up to revoke them.
- **Perpetual:** the license is valid perpetually (no duration limit), in fact in most cases, jurisdictions require that contracts have an indication of duration and hence some license simply state "as long as the copyright" lasts
- **Warranties:** In principle, within our field and others, it is impossible to guarantee the accuracy, completeness, correctness, merchantability or fitness for a given purpose, etc. of the resource. Most of the licenses simply guarantee that the data is readable!
- **Liability and responsibility:** most of the resources being discussed in our report are licensed under terms that exclude all liabilities ([...] of whatsoever nature for direct, consequential or indirect loss or damage suffered); some of the jurisdictions do not recognized such exclusion of liabilities.
- **Severability:** many licenses introduce clauses that are not acceptable under all jurisdictions (or even within the original one), so the parties anticipate such aspect and include a clause that states that if some clauses of the contract are illegal ("deemed to be unenforceable"), this does not affect the validity of the rest of the license.
- **Obligation to monitor distributions (users)** , vis-à-vis suppliers; this is a clause touching the distribution of resources through agents and that require users

(licensee) to be registered before having access to the resource.

➤ The **Jurisdiction**: given what we said above, we now know the copyright and IP, are very connected to a national law; that is why many licences anticipate this and clearly state how to settle differences of interpretation. In principle this is "to be done amicably" and then "the case shall be brought before the regular courts of law for a decision. The "Court X" shall be the only competent court.

Such features are highlighted for a number of know licenses below, with the following legend:

✓	<b>Means Yes, Allowed, Applicable</b>
☒	<b>Means No, Not allowed, explicitly forbidden</b>
***	<b>Means Not applicable</b>

As indicated in this report, the following table is not exhaustive and rely on the information available to us at the time of preparing this report. For more details and discussions, the reader should contact the meta-share legal help desk, established to support the community on these issues (email to: [Helpdesk-legal.meta-share.eu](mailto:Helpdesk-legal.meta-share.eu)).

License				ELRA			LDC (& NIST)						Creative Commons			
Variety		Copyleft	Public Domain	End-User	ELRA license VAR	ELRA License Eval	LDC User Agreement for Non-Members and/or Research Only corpora.	For profit membership agreement	not for profit membership agreement	U.S. Government Entities	2006 NIST Speaker Recognition Evaluation License Agreement	TST-Centrale	Creative Commons (Tags: by)	Creative Commons (Tags: by, nc)	Creative Commons (Tags: by & sa, nc)	Creative Commons (Tags: nc & nd)
Remark																
implicit versus explicit	Implicit	✓	✓	✓	✓	✓	✓	✓	identical to not for profit	identical to not for profit						
	Explicit			✓	✓	✓	.	.			✓	✓	✓	✓	✓	✓
Use type	For internal purpose	✓	✓	✓	✓	✓	✓	✓				✓	✓	✓	✓	✓
	for research purpose	✓	✓	✓	✓	✓	✓	✓				✓	✓	✓	✓	✓
	for research & technology development	✓	✓	☒	✓	☒	☒	✓				✓	✓	✓	✓	✓
	for evaluation	✓	✓	☒	☒	✓	☒	☒			✓		✓	✓	✓	✓
	Other use	✓	✓	☒	☒	☒	linguistic education	linguistic education			.	✓	✓	✓	✓	✓
Derivative Works	as a derived resource	✓	✓	☒	☒	☒	☒	☒			☒	✓	✓	✓	✓	✓

	as a derived technology	✓	✓	☒	☒	☒	☒	✓			☒	✓	✓	✓	✓	✓
Distribution of Derivative Works: allowed or not?		✓	✓	☒	☒	☒	☒	☒			☒	✓(Commercial) ☒ (non-commercial)	✓	✓	Yes, under the same license	☒
Commercial exploitation	of the resource	✓	✓	☒	☒	☒	☒	☒			☒	☒	✓	☒	☒	☒
	of derived resources	✓	✓	☒	☒	☒	☒	☒			☒	✓	✓	☒	☒	☒
	of derived technology	✓	✓	☒	✓	☒	☒	✓			☒	✓	✓	☒	☒	☒
Redistribution of source as is (integrity)	as is	✓	✓	☒	☒	☒	☒	☒			☒	☒ (not the software part if any)	✓	✓	✓	✓
	as part of a bundle (combination)	✓	✓	☒	☒	☒	☒	☒			☒	☒	✓	✓	✓	✓
	encapsulated in a technology	✓	✓	☒	✓	☒	☒	✓			☒	✓	✓	✓	✓	✓
attribution or acknowledgment of ownership	licensors get the credit for the resource	✓	✓	✓	✓	✓	✓	✓			✓	✓	✓	✓	✓	✓
Irrevocable	(license can be revoked)	✓	✓	✓	✓	✓	✓	✓			✓	✓	✓	✓	✓	✓
	sub-licenses can be revoked)	✓	✓	***	***	***	***	***			☒	***	☒	☒	☒	☒
perpetual	(as long as applicable copyright lasts)	✓	✓	✓	✓	✓	✓	✓			☒	✓	✓	✓	✓	✓

warrant the accuracy, completeness, correctness, merchantability or fitness		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
liability and responsibility		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
severability		✓	✓	✓	✓	✓	✓	✓			-	✓	✓	✓	✓	✓
Obligation to monitor distributions (users), vis-à-vis suppliers		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	✓	✓	✓	✓	✓			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> (online) ✓ (download/mail)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Contract under a Jurisdiction		✓	✓	Yes but customizable to various jurisdictions	✓	✓	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			-	✓	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	(in countries which do not allow to waive all rights, such statement allows to exploit the LR as if it was public domain)						Assumed given reference to federal copyright act					Under Dutch Jurisdiction	Unless the license use is "Ported" version			

License				BSD ( Berkeley Software Distribution), mostly for software		GNU			Princeton license (WorldNet)
Variety		Copyleft	Public Domain	BSD (OLD)	BSD New	GNU General Public	GNU Lesser General Public	GNU Free Documentation	WorldNet resource
Remark						a Copyleft license for software and other kinds of works (so mostly for the software community)			Very specific to WorldNet
implicit versus explicit	Implicit	✓	✓					✓	✓
	Explicit			.	.				
Use type	For internal purpose	✓	✓	.	.			✓	✓
	for research purpose	✓	✓	.	.			✓	✓
	for research & technology development	✓	✓	.	.			✓	✓
	for evaluation	✓	✓	.	.			✓	✓
	Other use	✓	✓	.	.			✓	✓
Derivative Works	as a derived resource	✓	✓	.	.			✓	✓
	as a derived technology	✓	✓	.	.			✓	✓
Distribution of Derivative Works: allowed or not?		✓	✓	.	.			✓	✓
Commercial exploitation	of the resource	✓	✓	.	.			✓	✓
	of derived resources	✓	✓	.	.			✓	✓
	of derived technology	✓	✓	.	.			✓	✓
Redistribution of source as is (integrity)	as is	✓	✓	.	.			yes , special conditions for over 100 copies	✓
	as part of a bundle (combination)	✓	✓	.	.			✓	✓
	encapsulated in a technology	✓	✓	.	.			✓	✓
attribution or acknowledgment of ownership	licensors get the credit for the resource	✓	✓	.	.			✓	✓
Irrevocable	(license can be revoked)	✓	✓	.	.			✓	✓
	sub-licenses can be revoked)	✓	✓	.	.			✓	✓
perpetual	(as long as applicable copyright lasts)	✓	✓	.	.			✓	✓

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warrant the accuracy, completeness, correctness, merchantability or fitness		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	.	.			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
liability and responsibility		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	.	.			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
severability		✓	✓	.	.			✓	<input checked="" type="checkbox"/>
Obligation to monitor distributions (users), vis-à-vis suppliers		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	.	.			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Contract under a Jurisdiction		✓	✓	.	.			✓	<input checked="" type="checkbox"/>
		(in countries which do not allow to waive all rights, such statement allows to exploit the LR as if it was public domain)						(in countries which do not allow to waive all rights, such statement allows to exploit the LR as if it was public domain)	Princeton may not be used in advertising or publicity pertaining to distribution of the software and/or database.
				All advertising materials mentioning features or use of this software				derivative works of the document must themselves be free in the same sense	Permission to use, copy, modify and distribute this software and database and its documentation for any purpose and without fee or royalty is hereby granted.
				no "endorsement" explicitly stated					The name of Princeton University or Princeton may not be used in advertising or publicity pertaining to distribution of the software and/or database

## **9 IPR, META-SHARE and its Legal Flow Components**

As indicated, the previous sections elaborated on issues related to IPR issues in relationship to the use of language datasets. Objective of this section is to provide an overview and explanation of the different licensing instruments (tools and documents) designed in the META-SHARE context, relating such instruments to potential IPR and legal material flow models proposed by and prescribed in the Network's constituting documents.

This presentation is based on the following principles:

- ♦ META-SHARE seeks to produce a common open “space” where language resource are to be shared with the lowest possible transaction costs.
- ♦ META-SHARE aims at producing an environment where members can maximise the value of their resources by facilitating their easy exchange and exploitation.
- ♦ In order to achieve these objectives, it is necessary to have clear and easy to understand rules both with regards to the level of the services offered and the scope and ambit of rights offered to the participants.
- ♦ A key assumption behind META-SHARE is that there is a flow of rights and content to be regulated through the use of licensing arrangements and technological instruments, in order to produce different types of value.

These principles are expressed in a series of legal provisions that organise and regulate different stages of the production, dissemination and re-use of Language Resources and services.

The procedure adopted for the design of these legal provisions was the following:

- ♦ start from a set of assumptions regarding use cases/scenarios that would guide initial development.
- ♦ couple these assumptions with a META-SHARE network design that would allow for the best possible flow of LRs through its nodes, facilitated by a set of clearly defined, legally well-documented and preferably already existing legal/licensing instruments.
- ♦ by the use of a subsequent validation phase, conclude with a refined version of those instruments.

Language Resources were anticipated to be coarsely categorized along a number of profiles and features. Some examples follow herein:

1) Case 1 resources:

- Owned by right-holders who would offer them under CC license.
- There is an "optional" registration (not required) to use such LR&T.
- META-SHARE maintains a (partial) registry of users and licensed resources.
- Use respects the terms of the CC module combination chosen.
- CC is adopted and users can also share the LRs with others (even reuse, modify, and distribute adapted/derivative work so "further distribution is allowed by "Users").

2) Case 2 resources:

- Owned by right-holders who would offer it under CC license.
- There is a registration required to use such LR&T.
- META-SHARE maintains a registry of users and licensed resources.
- Use respects the terms of the CC module combination chosen.
- CC is adopted and users can also share the LRs with others (reuse, modify, and distribute adapted/derivative work so "further distribution is allowed by "Users").

3) Case 3 resources:

- Owned by right-holders who would offer it under a META-SHARE license and META-SHARE will be the one that can grant permission to use such LR&T for R&D free of charge.
- There is a registration required to use such LR&T and META-SHARE maintains a registry of users and licensed resources.
- Use is limited to R&D activities inside the META-SHARE network.

4) Case 4 resources:

- Owned by right-holders, can be offered according to right-holder requirements (licensing, pricing, billing/payment, use, downloading mechanisms, etc.).
- META-SHARE repositories can act as brokers.
- Fees may be applicable for Commercial use (or even for R&D).

- There is a registration required to use such LR&T and META-SHARE maintains a registry of users and licensed resources.
- Electronic licensing, Billing, Payment is managed by a META-SHARE authorized node.
- No further distribution allowed by "Users".

5) Case 5 resources:

- Orphan resources or resources donated by right-holders, either to an identified member of META-SHARE network or to the non-local one (network donation).
- META-SHARE would offer them under CC license.
- There is the "optional" META-SHARE registration (not required) to use such LR&T.
- META-SHARE maintains the (partial) registry of users and licensed resources.
- Users can also share the LRs with others (even reuse, modify, and distribute adapted/derivative work so "further distribution is allowed by Users").

After validation, collection of a large number of LR examples and the analysis of opinions and attitudes on this matter, the above assumptions were consolidated to a more robust and simple network environment, which was then armoured by the relevant legal instruments. These results are extensively presented in section 9. Following is a brief outline.

**Network and Sharing:** As already stated, META-SHARE aims at setting up an Open Language Resource Exchange Facility, devoted to the sharing and dissemination of language resources (LRs). META-SHARE favours and aligns itself with the growing open data and open source tools movement. In this direction, META-SHARE has prepared the **Language Resources Sharing Charter** (section 10.1), a document advocating that “LRs should be open to use, reuse, sharing, improvement and deployment in order to advance research and foster development” and spelling out the basic principles such sharing should adhere to. It is suggested that the Charter (now published on the META-NET and META-SHARE websites, <http://www.meta-net.eu/meta-share/charter>) should be used to invite researchers, industrialists and language professionals outside META-SHARE. META-SHARE members are already part of the sharing “coalition” provided for by the Charter.

As a first step towards the implementation of the principles of the Charter, a Memorandum of Understanding (MoU), presented in brief in Section 10.2 and presented in more detail in

Deliverable 6.2.2 of this, regulating the obligations and rights of the members of the META-SHARE initiative for LR sharing and exchange, has been prepared. This has also been subject to initial discussion and feedback throughout the validation phase. In its final version at M36, it will contain the guidelines, governing mechanisms, service levels and IPR flows that META-SHARE needs to fulfil its mission.

All IPR and legal material flow provisions of the META-SHARE MoU are now circumscribed, clearly defined and managed through a set of **legal tools**, i.e. documents that take care of how LRs may enter the Network (**deposition**), how they may circulate among members (**community/sharing licensing**) and how they are acquired and used by LR consumers (**licensing out** to the overall LR community and users).

## 10 META-SHARE, Purposes and legal aspects

This Section comprises three parts:

- ♦ Part I explains the META-SHARE Charter and its principles.
- ♦ Part II presents the key elements of the META-SHARE Memorandum of Understanding.
- ♦ Part III: explores different licensing arrangements, including contributor's and redistribution agreements and explains the existing IPR flow options.

### 10.1 Part I: Language Resources Sharing Charter (ANNEX I)

#### Basic Structure and key features

The Language Resources Sharing Charter sets the main principles of the sharing community that META-SHARE wants to support and positions it within the broader ecology of laws regulating the flow of rights between different Language Resource providers. In addition, it presents the key goals and ideal regulatory environment for the maximisation of value from the re-use of Language Resources. Finally, it provides a series of guidelines in the form of best practices both for its members and other institutions wishing to adhere to the sharing principles.

The Language Resources Sharing Charter comprises the following sections:

- ⤴ Preamble
- ⤴ Background
- ⤴ Aim
- ⤴ Guidelines

## **Preamble**

The impetus for META-SHARE has been the need to minimise frictions in the use of LR's and maximise value creation in research and language technology development. A key assumption behind the META-SHARE project is the need to overcome barriers and reduce costs of sharing and re-use of LR. The most important means for achieving this is to reduce legal friction stemming from the lack of clear rules and the increasingly growing costs of clearing rights that is necessary for sharing and reusing LRs. In that sense, META-SHARE aims at reducing these frictions first and mostly at the legislative level, specifically by seeking the simplification and harmonisation of Copyright exceptions and limitations, fair use and fair dealing.

## **Background**

The two key issues presented here are (a) that LRs constitute essential infrastructure for a number of research and business activities and (b) that in order to maximise gains from their reuse it is necessary to harmonise, simplify and rationalise the international copyright system. The nexus of unclear, inconsistent and often conflicting copyright exceptions creates substantial costs and leads to an inefficient and sometimes ineffective resource allocation: channelling funds to legal services instead of fostering research and development.

## **Aim**

The Charter aims to signal the need for sharing and reusing LRs with the minimum possible legal frictions both in the sense of (a) minimum restrictions, but most importantly, at least, (b) in the sense of clear and stable rules at an international level.

These objectives should ideally be materialised at the legislative level. It is, however, a tacit understanding that intervention at the legislative level is not always easy, not least because of the international and regional regulatory instruments that make the achievement of consensus at national level by and large irrelevant and at an international level extremely difficult and time consuming. Hence, the Charter urges policy makers, academia and the industry to adopt a more realistic approach deploying all possible measures at any appropriate level in order to

achieve the goals of harmonisation and clear rule setting with regards to the re-use of LRs. Such measures may vary from funding rules to licensing frameworks and guidelines. Reference to key open data and re-use documents such as the Panton Principles, the Europeana Public Domain or the COMMUNIA public domain manifesto are expressions of the mounting pledges for a more open, transparent and internationally consistent treatment of re-use of content of all types.

## **Guidelines**

The guidelines offered are primarily addressed to language resource creators and providers setting out the way in which they should conduct themselves with regards to the sharing and re-use of LRs. At the same time, these guidelines provide a simple and clear outline of the directions to which any regulatory intervention should follow in order to maximise the re-use of LRs. In that sense, these guidelines could be grouped in the following way:

- ♦ rules aiming at lowering costs for the discovery and re-use of LRs,
- ♦ rules focusing at the data comprising the LRs,
- ♦ existing systems of regulation such as Copyright and Data protection,
- ♦ funding rules.

More specifically:

- ♦ the first set of guidelines is directed at the technical and organisational level. It seeks to provide the necessary conditions for discovery and re-use of LRs, hence it focuses on the existence of standard and reliable metadata and the fostering of interoperability. This is further facilitated by the adoption of open data and the encouraging of open source and open formats. In terms of web services these have to provide a minimum of open search and browsing of metadata.
- ♦ the second set of guidelines aims at the terms under which LRs are provided and shared between different organisations. There are four important features of the licensing schemes under which the LRs are provided: (a) that ideally re-use is facilitated through standard open licensing schemes. If such licences are used and, specifically, if copyleft provisions are used, then these need to be fully harmonised and always seek to impose the minimum possible friction on re-use, (b) that if commercial and for a fee licensing schemes are used, then these should be standardised, non conflicting and easy to understand, (c) that all licensing schemes have to be standardised and provided through an online service in a way that allows the seamless licensing of the rights necessary for re-using language resources and (d) service terms have to be such that the porting of data

from one service provider to another is possible with no technical or legal restrictions. This is the most important feature of the guidelines at its current stage of development: since reform at the legislative level is extremely difficult and unlikely to happen in the short term, it is important to focus on the licensing and technical levels. The existence of good licensing schemes, that is machine readable, standard and low transaction cost ones, is highly dependent upon the use of standard metadata and the deployment of essential on-line licensing services.

- ♦ the third group of guidelines focuses more on the legislative level as well on the preparatory actions for the release of LRs with the minimum possible restrictions. Policy makers should seek to harmonise limitations and exceptions having as their core objective to maximise reuse and sharing of resources. Producers, distributors and re-users of LRs should always take reasonable steps to clear IPRs and adhere to the data protection principles and document the results of their efforts. Again, the role of proper keeping of metadata is particularly important in the reduction of frictions in the reuse of LRs.
- ♦ the last set of guidelines looks at the funding provisions. Since funding is increasingly used as a regulatory mechanism for ensuring compliance with rules beyond those appearing in legal instruments, it is important that funding is conditioned upon the three previous sets of guidelines.

## **10.2 Part II: META-SHARE Functions and Governance**

Part II regarding how META-SHARE performs its functions and how the network is organised and governed is included in this Deliverable in order to make understanding of the legal instruments developed a bit more straightforward and framework-based. The META-SHARE Memorandum of Understanding and the other organisational and design issues are detailed in Deliverable D6.2.2.

The first part of the Memorandum of Understanding outlines the objectives of the META-SHARE facility and makes the guidelines provided in the Charter more concrete. More specifically, it:

- (a) encourages LT providers to make high quality LRs available over the META-SHARE network,
- (b) facilitates the provision and preservation of high quality metadata,
- (c) makes a minimum set of services available to all META-SHARE members,
- (d) sets standards and encourages interoperability,
- (e) allows third parties to index their content over the META-SHARE network, and

(f) minimizes legal friction between META-SHARE members and encourages the use of standard licenses even beyond the network itself.

The idea of the META-SHARE Network is one of **concentric cycles of organizations** conferring different resources to the META-SHARE commons. The layered structure of the META-SHARE network aims at ensuring the provision of a core set of services in a consistent manner rather than at creating a managing hierarchy. This is demonstrated by the fact that the different layers are structured on the basis of obligations rather than rights.

At the core of the network reside the META-SHARE **managing nodes**, which have the obligation to provide the minimum set of core services to all members of the network.

The second layer of META-SHARE members are **non-managing nodes** that undertake to provide their resources and the respective LR metadata.

Local repositories store and make available their own resources, while non-local repositories host resources owned and deposited by parties external to the network or by other META-SHARE members. A member/node can be both a local and non-local repository i.e. to share both its own and hosted LRs. All these repositories operate as custodians for the specific resources and ensure that they are consistently provided over the network.

Finally, **associate members** can use some of the services without any obligation other than making their metadata available in META-SHARE, following the META-SHARE standards.

Before all transactions through META-SHARE of a certain LR are triggered, it is stipulated that either all IP rights on the LR belong to the depositor or the depositor has taken all necessary steps that allow for a third party rights free LR.

Finally, for every META-SHARE resource, the original copy has to be identified as such. This original copy needs to be maintained by the hosting repository in order to ensure both the existence of crucial legal information and the maintenance of a minimum of quality across the network.

The basic principle of the META-SHARE network is that there is no LR without legal information, proper legal metadata and an easy way to be moved around the network. This principle is manifested through the implementation of rigorous documentation, the inclusion of legal information in a specific component of the META-SHARE metadata schema and the provision of a wide range of licences that are standardised, electronic and easy to use. These licences vary from public open licences, such as the Creative Commons licences or the General Public Licence to specific, tailor-made commercial licences, which need nevertheless to accompany the related LRs and easily express their core terms. The key feature of the META-

SHARE network is not necessarily that a resource is made available at no cost or under an open licence, but rather that sufficient legal information exists and that even where a commercial use for a fee is allowed, such permission can be obtained really fast at no significant transaction costs.

The META-SHARE MoU will also contain provisions with regards to how the IPR produced by members of the network should be treated and how it should be exploited.

### **10.3 Part III: Topology of the META-SHARE project: linking the META-SHARE NMA with the META-SHARE licenses**

As described in the previous section, META-SHARE creates a “space” within which different Language Resources may be shared under specific licensing terms, where services of a certain level are offered and a number of standards is followed. The structure of the network created for META-SHARE is such that is infinitely expandable. As long as an entity is willing to agree to the terms and conditions of the MoU, it is possible to become part of the network.

The idea of the MoU based network is also critical in order to differentiate the concept of sharing vis-à-vis that of opening. Sharing is used to describe the situation where the LRs are shared within the network, whereas opening would not limit the application of the rules to a specific class of users or creators. The structure of the META-SHARE network is such that provides a set of benefits to the members of the network and in that sense invites more members to be part of this platform where a minimum quality of services, security and resources is ensured. META-SHARE looks toward the concept of a cloud of resources and services that is offered to all members and legally is able to accommodate such infrastructural arrangements. It is very important to note that the metadata catalogue remains open to the public Internet, so that all are able to identify different types of Language Resource (LRs), either in the form of data or technologies/services, they wish to acquire. Hence, the possibilities offered with the META-SHARE network are clearly demonstrated.

#### **10.3.1 The Legal Documents**

This section provides information regarding the legal documents produced and used by META-SHARE in order to accommodate all guidelines and objectives presented in the previous discussion. For all types of licenses used in META-SHARE a related table is provided that can immediately act as a helper grid to allow users easy understanding of each licence’s features and therefore assist them in choosing the right legal tool (licence) to use.

As stated, any grant of access to META-SHARE LRs should include not only the right to read the relevant content but also to allow transformative uses, dissemination and distribution of such resources and their derivatives, according to the needs and policies of LR owners and

users. To limit the complexity of licensing, a range of recommended license setups are provided by META-SHARE in the form of templates or ready-made licences for the members to choose from.

The META-SHARE model licensing scheme, with a firm orientation towards the creation of an openness culture and the relevant ecosystem for LRs, is organised on the following axes, further described in the paragraphs to follow:

- ♦ **Creative Commons** licences (starting with Creative Commons Zero (CC-0) and all possible combinations along the CC differentiation of rights of use) are the first level of legal machinery applied.
- ♦ A second layer includes **META-SHARE Commons** Licences, a fully developed CC-based licensing tool that allows META-SHARE members and Extraneous Depositors to make their resources available to other network members only.
- ♦ The third legal layer is a set of licenses that allow use and exploitation of the Resources while permitting the LR Owner to have full control over the Resource distribution. These “**No Redistribution**” licences will effectively help get “closed” resources safely out to the community. These licenses also come with a Commercial flavour and are accompanied by their for-a-fee counterparts.
- ♦ Software tools and network services are either provided through one of the standard **Open Source** licenses or under a custom commercial license. Open Source Licenses proposed by META-SHARE include BSD, GPL, LGPL, Apache and AGPL. Other open licences are not excluded, but LR owners are being advised to always keep in mind certain selection criteria that will allow their LRs to be legally easy and straightforward to share.
- ♦ A set of legal document templates (non licences) is offered that is designed to help all stakeholders (resource owners, distributors and end-users) work in a friendly and transparent environment. These include a **Depositor's Agreement** (DA), a **Memorandum of Understanding** (to be accompanied by a **set of guidelines and additional Service Level Agreement**).
- ♦ It is assumed that Copyright on the metadata that accompany all LRs in META-SHARE are owned by the LR Owner who, by depositing the LR (or just the metadata), agrees that the metadata are available under a permissive licence. A Creative Commons Attribution Licence is currently being discussed for metadata licensing (see paragraph 10.3.1.2 for details on this licence).

The following issues should be taken into account while using the licences:

- ♦ These ready-to-use licensing schemes are as quick and easy to apply as possible, in particular for new resources. A META-SHARE IPR Helpdesk facility ([helpdesk-legal@meta-share.eu](mailto:helpdesk-legal@meta-share.eu)) has been set up for assistance in understanding, choosing and using any of these licence and other legal tools. More details regarding the Helpdesk are given in Section 11.7 of this document.
- ♦ The rights of use of the resource, any possible restrictions, as well as rights and restrictions on the original raw data are under the control and responsibility of the resource owners. The repository in which the resource resides acts mainly as a facilitator for the search-and-get procedure while providing guidelines and metadata curation activities.
- ♦ Metadata elements regarding rights of use, availability and distribution are among the mandatory elements of the minimal metadata schema and are harvested by the central META-SHARE servers so that users (essentially language resource consumers) can promptly understand what they are allowed to do with a specific resource. Users are asked to always refer to these metadata before using any of the resources on META-SHARE.

#### **10.3.1.1 Depositor's Agreement: META-SHARE entry point and license selection (ANNEX IIA)**

The **Depositor's Agreement (DA)** is the legal document by power of which the Repository is authorised by the Depositor (normally the LR IPR Owner) to include a specific LR (or substantial parts thereof) in its archives and to make it available in any possible form and means, in compliance with the licensing agreement(s) chosen and appearing in the DA Appendix. The DA assures that the LR Owner has all the necessary rights and authorisations to deposit the LR in META-SHARE and obliges the META-SHARE repository accepting the LR to take all measures necessary so that the resource stays always available, is not used in any unauthorized way and is curated in a way that makes it technically easily accessible.

It is evident that the DA is triggered and signed when an LR owner (either a member or non-member) decides to let a META-SHARE non-local repository host and share its LR. In the case of local repositories, having signed the MoU is the equivalent step.

The hosting non-local repository may use another member's or an altogether external service to host and share the LR, provided that it has the necessary means and authority to respect its contractual obligations coming from the DA.

A special version of the Depositor's Agreement had initially been prepared that deals with the cases of associate members that only deposit metadata of their LRs and not the resources themselves. Following validation, it has been decided that the MoU version that is signed by associate members will eventually include all provisions on depositing metadata, including allowing the non-local repository hosting the metadata to licence them with a permissive licence (e.g. Creative Commons Attribution Only (CC BY 3.0 unported) licence).

### **10.3.1.2 Creative Commons Licences (Annex IIB)**

META-SHARE favours the open distribution of LRs to the widest possible audience. Members and IPR owners are asked to consider this option before resorting to more restrictive sharing instruments.

In META-SHARE then, when open distribution is selected by the LR owner, the CC licences are used. META-SHARE suggests using the CC unported licences (the latest running version, i.e. 3.0) to avoid any issues with regards to the choice of different national CC licences.

The following is a table outlining CC licenses and their position regarding the features that are more relevant to LR users and producers working in META-SHARE.

ALL THESE LICENCES ARE PERPETUAL, WORLDWIDE, ALLOWING REDISTRIBUTION OF THE ORIGINAL INSIDE & OUTSIDE THE METASHARE NETWORK													
Licence name	Licence Attributes	Should the Original be redistributed within the META SHARE Network only?		Is Attribution required?		What purposes can the Original Resource be used for?		Are Derivatives allowed?		Do derivateives have to be shared under the same terms?		Is there any Fee for this Licence?	
		Yes	No	Yes	No	Commercial	NonCommercial	Yes	No	Yes	No	Yes	No
CC-ZERO			✓		✓	✓		✓			✓		✓
CC BY	BY		✓	✓		✓		✓			✓		✓
CC BY SA	BY SA		✓	✓		✓		✓		✓			✓
CC BY ND	BY ND		✓	✓		✓			✓	N/A	N/A		✓
CC BY NC SA	BY NC SA		✓	✓			✓	✓		✓			✓
CC BY NC	BY NC		✓	✓			✓	✓			✓		✓
CC BY NC ND	BY NC ND		✓	✓			✓		✓	N/A	N/A		✓

Table 1: Creative Commons Licences

Following is a standard set of guidelines regarding the use and function of the CC licences. These guidelines are important and should be studied by all LR owners that need to license their resources through any of META-SHARE licensing schemas.

### How does the CC licensing model operate?

CC licenses are modular public licenses, meaning that they are directed at whatever group or portion of the public has access to the licensed content. Generally speaking, they turn „all rights reserved“ into „some rights reserved“, lowering the level of legal protection to achieve certain benefits. Depending on which type of legal system is applicable, CC licenses flexibly operate either as a unilateral grant of rights or as a bilateral contract. Once this grant or contract is effective in relation to a licensee, it is irrevocable, meaning this individual licensee keeps the rights flowing from the license permanently unless the licensee breaches the license

terms. In that case, the license terminated immediately and the licensor can take all legal action fit to stop the infringement behaviour. To ensure that the licensed content can flow freely on the net without additional negotiations, other persons or entities receiving the content under the license automatically also receive (when first actually using the content) the same license granted to them. Such a consecutive license is not a sublicense granted by the initial licensee, but a primary license granted directly by the rights holder to the recipient. Of course, the CC licenses for META-SHARE resources only represent the default rights setup and do not hinder any individual agreements between META-SHARE members, should they feel that they need such.

### **Which license variants can I choose from?**

There are 4 different modules that can be combined to form CC licenses: „Attribution“ (BY), „Non-commercial“ (NC), „Share-Alike“ (SA) and „No-Derivatives“ (ND). As the BY module is present in all CC licenses and the last two, SA and ND, contradict each other, there are 6 possible combinations:

BY

BY-SA

BY-NC

BY-NC-SA

BY-ND

BY-NC-ND

### **How does the CC BY license operate and what other features are present in all license variants?**

The basic uses allowed by all CC licenses include download, copy, upload and all other acts necessary for re-distribution of the licensed LRs in verbatim form, (i.e. in case no additional annotation, knowledge etc. has been added). The simplest license, carrying only the BY module, in addition lets others also change the LR and use it in any other possible manner – not just for re-distribution – provided they credit you as the author or rights holder. This attribution requirement is also present in all CC license variants alike. The credit must be given explicitly (in the form of the name of a person or institution holding the rights), but can be adapted as is reasonable for the medium, meaning f.e. that for an audio file it doesn't need to be a spoken credit in the file, but can be contained in the metadata. In fact, to make retrieval via search engines easier, it should always also be in the metadata if the resource is an

electronic one. Another feature all CC license variants carry is the no-endorsement clause. It protects you against licensees trying to directly claim or indirectly suggest any kind of endorsement by you. If they do, this can be stopped by injunction or other means. Last but not least it is noteworthy that none of the CC licenses affect personality or privacy rights that might exist in the content licensed. This means, that such rights need to be dealt with separately.

### **How does the CC BY-SA license operate?**

Just like the BY variant, this license lets others re-distribute, remix, tweak, and build upon your resource, as long as they (i) credit you and (ii) license any new creations derived from yours (i.e. their new LRs) under identical terms. This means others are allowed to (a) simply download and redistribute the resource giving you credit, and (b) also translate, make remixes, and produce new resources based on yours. But, unlike under the simple BY license, all new resources based on yours have to carry the same CC BY-SA license granted by whoever derived the new content. Non technically speaking, the derived resources inherit the openness of your initial content. By the way: Both this license and CC BY (see above) have been approved by the Free Software Foundation to be „free licenses“.

### **How does the CC BY-NC license operate and what is non-commercial here?**

Again, this license lets others re-distribute, remix, tweak, and build upon your work, provided they credit you, but imposes the additional condition that all this may only happen non-commercially. The non-commercial license element (NC), also present in the variants BY-NC-SA and BY-NC-ND, prohibits uses that are "primarily intended for or directed toward commercial advantage or private monetary compensation." Whether or not a use is or is not commercial will depend on the specifics of the situation and the intentions of the user. Thus, a use need not be profitable in order to be commercial in nature, and a use that involves ad support for a website might be in fact non-commercial, if the website owner is a charitable company. In case of doubt, the licensee is always advised to contact directly the licensor for clarifications. The licensor's identity is included in the metadata of the LR in question and can also be found out by contacting the LR's Curator. And again, this setup is only the default, which doesn't hinder separate agreements for commercial use to be entered into individually.

### **How does the CC BY-NC-SA license operate?**

This license combines the features of the two mentioned right above, letting others re-distribute, remix, tweak, and build upon your work, provided they (i) credit you, (ii) license any derivative contents under identical terms and (iii) do this non-commercially only. As with

the variant BY-SA above, this means all new work based on yours will carry the same license, so any derivatives will also carry non-commercial rights only.

### **How does the CC BY-ND license operate?**

This variant considerably reduces what is allowed, by expressly prohibiting any material change to be done to the licensed content (no derivatives allowed, ND). This means, that – apart from mere technical changes of file format and such – an LR licensed under an ND license can only be copied, be made available or otherwise be distributed, provided credit is given as in all CC licenses. Depending on the applicable copyright law, this might even strike out simple scaling of images. Others cannot build on the resource in any way that influences its integrity or structure. This thwarts many of the advantages of open licensing, like having a re-usable resource that can develop and add to the pool of multifunctional content, and is the reason that some communities believe, ND licenses should be discontinued by Creative Commons. However, there may be circumstances where, for example, third party rights demand for a resource to strictly stay unchanged. And some language resources can have a limited value for re-use even without them actually being edited, especially when used for machine learning.

### **How does the CC BY-NC-ND license operate?**

This variant represents the restrictive end of the CC license spectrum, combining the restriction of no derivatives with the condition that the remaining possible uses be done only non-commercially. In effect, this leaves little more than the exceptions and limitations granted by copyright laws anyway. For details see the explanations above covering CC BY-NC and CC BY-ND respectively.

### **How is the licensing actually effected?**

First you have to decide, whether to use a license or a waiver (CC Zero, see below for details), and in case of a license have to decide, which one fits best in your case. For the choosing of the right license, Creative Commons provides a dialogue online tool called „License Chooser“. Simply go to <http://creativecommons.org/choose/> and make the following choices:

- (a) Allow commercial use of your work?
- (b) Allow modifications of your work?
- (c) Jurisdiction of your license [choose your jurisdiction, if in doubt choose Unported].

Also make sure you fill in the metadata in the additional information box. The wizard will generate the HTML code necessary for identifying your work as one licensed under the CC license following from your choices. You will need to then at least integrate the code in your website, but you should also integrate the license notice (i.e. the license's short name, for example „CC BY-NC-SA“, its URL and the name or description to be credited to) in the file metadata of you resource. Many file formats allow for that. In text files the license notice should additionally also be visible in the text, in video files it should be contained in any closing credits or similar information.

In addition by clicking on the “legal code” link you can take a look at the actual license text which is hosted centrally and permanently on the CC server. You do NOT need to sign the license text. Once you copy the HTML code to your web page, and attach a CC license on your work, you do not need to do anything else. The whole process does NOT include any registration with CC nor is any record kept about it. Whether the licensing is in fact carried out by marking your resource properly and publicly stays entirely in your discretion.

### **How can I license my resource using a CC Zero and how does CC Zero operate?**

CC Zero is a legal tool that can be used to voluntarily place a protected work in the Public Domain. A person using CC Zero (called the “affirmer” in the legal code) waives all of his or her copyright and neighbouring and related rights in a work, to the fullest extent permitted by law. If the waiver isn’t effective for any reason (for instance, waiving rights in your jurisdiction is by law not possible), then CC Zero as a fallback contains a permanent license from the affirmer granting the public an unconditional, irrevocable, non exclusive, royalty free license to use the work for any purpose worldwide.

### **10.3.1.3 META-SHARE Commons licences (ANNEX IIC)**

One of the features of META-SHARE is the creation of a sharing culture and corresponding methodologies and know-how. Sharing and collaborative resource building has been a real challenge for the LR community through the years and it is one of META-NET's objectives to drive change and innovation in this respect. The META-SHARE Commons licences are one of the tools used towards this objective.

**META-SHARE Commons licences** cover all expected combinations of licensing attributes, including the distribution of the original resource(s), inside the META-SHARE Network. These are effectively Creative Commons-like licences that are applicable only within the META-SHARE network, if the LR providers wish to restrict licensing and distribution to the network circle. They also include some additional elements such as the limitation of use with regards to research and not only Commercial – NonCommercial used by Creative Commons. In that sense we have six MSComs licences:

- MSComs Attribution
- MSComs Attribution NonCommercial
- MSComs Attribution NonCommercial ShareAlike
- MSComs Attribution Non Commercial No Derivatives
- MSComs Attribution No Derivatives
- MSComs Attribution ShareAlike

The decision to use the CC licence texts in order to develop these documents was based on the decision to follow the always useful advice to use existing, well documented, court proven, community supported licences than creating a new one.

Although these licences are based on the respective standard CC texts, and leaving aside the “within META-SHARE only” provision, these licences include the Sui Generis Database Rights in the set of rights covered. This approach has been chosen for the following reasons: (a) in many European jurisdictions, many LRs (datasets) are thought to be covered by the Sui Generis Right for Databases and therefore if we need to have jurisdiction-insensitive instrument we have to take this always into account, and (b) the forthcoming version of the CC licences is expected to cover the Sui Generis Database Right and we have to be able to keep our META-SHARE Commons counterpart licences as compatible to future versions as possible.

An open issue that remains to be discussed and resolved during the last year of META-NET and through the development of the META-SHARE network operation is the management of the cumulative rights created by derivative production based on the META-SHARE Commons Licences. This issue should be so resolved as to not undermine the free sharing of LRs. A step towards this end is the MoU soft norm (aka recommendation) that members should ideally be prompt to redeposit all derivative work in META-SHARE under the same provisions to those

of the initial RL. A system of derivative tracking should then be able to take care of the management of rights.

The main effect of using these licences is that META\_SHARE becomes a useful, secure, acceptable and value adding facility. People that need to have their LRs shared in a protected and future-exploitation-preserving environment can have META-SHARE as one robust choice.

ALL THESE LICENCES ARE PERPETUAL, WORLDWIDE, ALLOWING REDISTRIBUTION OF THE ORIGINAL WITHIN THE METASHARE NETWORK														
Licence name	Licence Attributes	Should the Original be redistributed within the META SHARE Network only?		Is Attribution required?		What purposes can the Original Resource be used for?		Are Derivatives allowed?		Do derivative have to be shared under the same terms?		Is there any Fee for this Licence?		Should Redistribution outside META SHARE be allowed, what would be the corresponding CC compatible licence?
		Yes	No	Yes	No	Commercial	NonCommercial	Yes	No	Yes	No	Yes	No	
META-SHARE COMMONS BY	BY	✓		✓		✓		✓			✓		✓	CC-BY
META-SHARE COMMONS BY SA	BY SA	✓		✓		✓		✓		✓		✓	✓	CC-BY-SA
META-SHARE COMMONS BY ND	BY ND	✓		✓		✓		✓		N/A	N/A	✓	✓	CC-BY-ND
META-SHARE COMMONS BY NC SA	BY NC SA	✓		✓		✓		✓		✓		✓	✓	CC-BY-NC-SA
META-SHARE COMMONS BY NC	BY NC	✓		✓		✓		✓			✓	✓	✓	CC-BY-NC
META-SHARE COMMONS BY NC ND	BY NC ND	✓		✓		✓		✓		N/A	N/A	✓	✓	CC-BY-NC-ND

The following is a table outlining META-SHARE Commons licenses and their position regarding the features that are more relevant to LR users and producers working in META-SHARE.

Table 2: META-SHARE Commons Licences

### 10.3.1.4 No Redistribution Licences (ANNEX IID)

Right from the start of the processing and validation of the first version of the META-SHARE

Commons licences (as they were provided in D6.1.2) there has been a strong trend among META-SHARE members to build a new branch of licences that would cater for both the need to have the LRs themselves not redistributed and the wish to have legal tools that would support commercial uses in a sharing environment.

The above two considerations have eventually led to the creation of the “No Redistribution licences”. These licences are again based on standard CC text for the reasons stated in the previous section. The features on which these licences base their merit are the following:

- ♦ All possible combinations of features that were present in META-SHARE Commons licences should also be preserved here. This means that Share Alike is the only feature actually left out.
- ♦ All these licences disallow any distribution of the original resource whatsoever. This means that the owner retains strong control over the spread of her LR. This also means that sharing is restricted but not removed.
- ♦ All licenses of this set should have a Commercial and a Non-Commercial variety. This allows for good LRs to be both useful in promoting the state-of-the-art in research and providing revenue possibilities for their owners. Commercial licences can be offered to both members and non-members under different conditions that can be assigned by the owners following a set of selection points proposed by META-SHARE.
- ♦ All licences of this set should have a “free” and a “for-a-fee” version. This provides the necessary freedom to owners to either get some profit out of derivative works or just good willingly promote the use of robust and market-ready LRs.

The set of licences developed includes:

- ♦ META-SHARE\_Commercial\_NoRedistribution\_For-a-Fee
- ♦ META-SHARE\_Commercial\_NoRedistribution
- ♦ META-SHARE Commercial NoRedistribution NoDerivatives\_For-a-fee
- ♦ META-SHARE Commercial NoRedistribution NoDerivatives
- ♦ META-SHARE NonCommercial NoRedistribution NoDerivatives\_For-a-fee
- ♦ META-SHARE NonCommercial NoRedistribution NoDerivatives
- ♦ META-SHARE NonCommercial NoRedistribution\_For-a-Fee
- ♦ META-SHARE NonCommercial NoRedistribution

The following is a table outlining No Redistribution licenses and their position regarding the features that are more relevant to LR users and producers working in META-SHARE.

<b>ALL THESE LICENCES ARE PERPETUAL, WORLDWIDE, ALLOWING NO REDISTRIBUTION OF THE ORIGINAL</b>											
Licence name	Licence Attributes	Can the Original Resource be redistributed		What purposes can the Original Resource be used for?		Are Derivatives allowed?		Can Derivatives be commercially used?		Is there any Fee for this Licence?	
		Yes	No	Comme rcial	Non Comm ercial	Yes	No	Yes	No	Yes	No
META-SHARE Commercial NoRedistribution For-a-Fee	C-NoReD-FF		✓	✓		✓		✓		✓	
META-SHARE Commercial NoRedistribution	C-NoReD		✓	✓		✓		✓			✓
META-SHARE Commercial NoRedistribution NoDerivatives For-a-fee	C-NoReD-ND-FF		✓	✓			✓	N/A	N/A	✓	
META-SHARE Commercial NoRedistribution NoDerivatives	C-NoReD-ND		✓	✓			✓	N/A	N/A		✓
META-SHARE NonCommercial NoRedistribution For-a-Fee	NC-NoReD-FF		✓		✓	✓			✓	✓	
META-SHARE NonCommercial NoRedistribution	NC-NoReD		✓		✓	✓			✓		✓
META-SHARE NonCommercial NoRedistribution NoDerivatives For-a-fee	NC-NoReD-ND-FF		✓		✓		✓	N/A	N/A	✓	
META-SHARE NonCommercial NoRedistribution NoDerivatives	NC-NoReD-ND		✓		✓		✓	N/A	N/A		✓

Table 3: NoRedistribution Licences

### 10.3.1.5 Software and services licensing

The landscape regarding software and service licensing is relatively clearer, as far as open source practices are involved. This is mainly due to the fact that open source culture is far more advanced than the open data one. It is beyond the scope of this deliverable to discuss differences and trends in detail, it is though crucial to note that most of the LR tools and services provided by the academic and other research organisations that take part in META-SHARE are currently licensed under an arguably open licensing scheme. The idea that tools and services have a shorter life-cycle, in comparison to datasets, is thought to detract from their commercial value. The validation activities performed by the META-SHARE IPR Working Group (described in section 11) did show a clear trend and ease to adopt open licenses.

This established paradigm has led META-SHARE to follow and propose to its members to use one of the most widely used and tested **Free/Open Source (FOS)** licences around and build on the “community development” software culture that is now providing a huge potential for sharing and exploitation.

Points that should be taken into account when choosing the right FOS licence for an LR tool include:

- ♦ “Public domain” (all uses are allowed to anyone) is the most open type of sharing but it strips the owner of most of his rights. It is also not very efficient for community building.
- ♦ Do we want attribution to the creator?
- ♦ Do we want to allow commercial uses?
- ♦ Do we want to allow derivatives and their sharing under FOS terms?
- ♦ Do we want to force single point access to all derivatives and branches?
- ♦ Do we need to allow the software to be easily embedded in larger systems?
- ♦ Do we envisage any combination of the above?

Following is just a brief and indicative presentation of the licenses that we have seen as most commonly used by the LR tools that have already been deposited in META-SHARE. These are definitely not the only choices and users should always be aware and alert of new advances in this field.

**GPL** stands for “General Public License” (<http://www.gnu.org/licenses/gpl.html>). The most widespread such license is the GNU General Public License, or GNU GPL for short. The GNU General Public License is a free, copyleft license for software and other kinds of works.

GPL guarantees freedom to share to software developers and freedom to change and again share a program to users. Free software refers to the freedom to distribute copies of free software; the freedom to receive source code, to change the software or use pieces of it in new free programs, and to know how you can do these things. The GPL does not restrict the right to sell software for a price.

For the developers' and authors' protection, the GPL clearly explains that there is no warranty for this free software. For both users' and authors' sake, the GPL requires that modified versions be marked as changed, so that their problems will not be attributed erroneously to authors of previous versions.

The **GNU Lesser General Public License** (<http://www.gnu.org/licenses/lgpl.html>, formerly the **GNU Library General Public License**) or **LGPL** is a free software license published by the Free Software Foundation (FSF). It was designed as a compromise between the strong-copyleft GNU GPL and permissive licenses such as the BSD licenses. Version 3 of the LGPL was published in 2007 as a list of additional permissions applied to GPL version 3. The main difference between the GPL and the LGPL is that the latter allows the work to be linked with (in the case of a library, 'used by') a non-(L)GPL licensed program, regardless of whether it is free software or proprietary software. The LGPL places copyleft restrictions on the program governed under it but does not apply these restrictions to other pieces of software that merely link with the program. The LGPL is primarily used for software libraries, although it is also used by some stand-alone applications.

**BSD** licenses belong to the free software licenses. They constitute a class of extremely simple and very liberal licenses for computer software. The original license was used for the [Berkeley Software Distribution](#) (BSD), a Unix-like operating system after which it is named. The first version of the license was revised, and the resulting licenses are more properly called modified BSD licenses. The New BSD License/Modified BSD License, and the Simplified BSD License/FreeBSD License have been verified as GPL-compatible free software licenses by the Free Software Foundation, while the original, so-called *4-clause license* has not been accepted as an open source license as it is not considered to be compatible with the GPL due to the advertising clause (i.e. the inclusion of the original copyright notice, which led to escalating advertising requirements when programs were combined together in a software distribution). BSD-style licenses have been very successful, and they are now widely used for a variety of

software.

GPL is a single, copyrighted (by the Free Software Foundation, Inc.) license with no variants. BSD-style licenses, in contrast, are commonly modified for the specific situation. One thing about both the GPL and the BSD-style licenses for which there is widespread agreement is that both have problems. Neither is perfect, and perhaps no license can be perfect.

The revised **Apache Version 2.0** (<http://www.apache.org/licenses/LICENSE-2.0>), is a license that is supposed to be compatible with other open source licenses, while remaining true to the original goals of the Apache Group and supportive of collaborative development across both non-profit and commercial organizations. The Apache Software Foundation is still trying to determine if this version of the Apache License is compatible with the GPL. The Apache License allows users to freely download and use Apache software, in whole or in part, for personal, company internal or commercial purposes and to use Apache software in packages or distributions that they create. The users are obliged to redistribute any piece of Apache-originated software with proper attribution, not to state or imply that the Foundation endorses their distribution or to state or imply that they created the Apache software in question. Clear attribution to The Apache Software Foundation for any distributions that include Apache software is required.

The **GNU Affero General Public License** (<http://www.gnu.org/licenses/agpl.html>) is a modified version of the ordinary GNU GPL version 3. It has one added requirement: if you run the program on a server and let other users communicate with it there, your server must also allow them to download the source code corresponding to the program that it's running. If what's running there is your modified version of the program, the server's users must get the source code as you modified it. The purpose of the GNU Affero GPL is to prevent a problem that affects developers of free programs that are often used on servers. Suppose you develop and release a free program under the ordinary GNU GPL. If developer D modifies the program and releases it, the GPL requires him to distribute his version under the GPL too. Thus, if you get a copy of his version, you are free to incorporate some or all of his changes into your own version. But suppose the program is mainly useful on servers. When D modifies the program, he might very likely run it on his own server and never release copies. Then you would never get a copy of the source code of his version, so you would never have the chance to include his changes in your version. You may not like that outcome. Using the GNU Affero GPL avoids that outcome. If D runs his version on a server that everyone can use, you too can use it. Assuming he has followed the license requirement to let the server's users download the source code of his version, you can do so, and then you can incorporate his changes into your version. Both the ordinary GNU GPL, version 3, and the GNU Affero GPL have text allowing you to link

together modules under these two licenses in one program. It should be noted that neither the AGLP nor any other known FOS licence deals adequately with Software as a Service (SaaS) cases.

### 10.3.2 Further Issues in Licensing

There is an open question regarding commercial licences regarding how the **management of rights** and the collection of fees should be done in META-SHARE. This is an issue most relevant to the management and operations of the network and therefore will be worked upon during the next phase and detailed in the last version of Deliverable D6.2 (i.e. D6.2.2). For completeness purposes we give a preliminary overview here.

Overall, we may differentiate between three forms of rights management:

**Collective Management:** In this case, the LRs proprietor assigns the management and exploitation of some (or all) the economic rights on the LR to an entity that then manages such rights, collects the royalties and after getting a commission for its work, it gives the rest of the fees to the LR owner.

**Individual Management:** the LR owner manages the rights on her own. This is possible through the use of standard licences and either direct negotiation with the users of the LRs or through the use of an automated system both for the sharing and selling of commercial licences.

**Semi-collective management:** Here, the LRs owners retain all rights but if they are to provide sharing or open licences they have to use one of a range of pre-specified and if they are to provide commercial licences, these have to be described using some pre-defined elements.

The META-SHARE network may facilitate all three of the above models, though for reasons of efficiency it may make more sense to end up with only one. The reason why this discussion is relevant here is because a differentiated set of commercial for-a-fee licence template may become necessary as soon as the above discussion reaches a conclusion.

Another part that needs to be discussed here is the question of the **management of derivative works** even in the case where there are no commercial transactions. This is a problem as the creation of derivative works will inevitably lead to non-cleared works in the course of time. For that reason there needs to be a rights clearance system for that purpose. Again the same selection space as for rights and fees management as above is involved. Again

this discussion is relevant from an IPR and legal point of view since any decisions on this issue should call for the development of the respective legal instruments to deploy it.

## **11 Validation activities**

### **11.1 Purpose**

The establishment of a sound legal scheme for the META-NET META-SHARE platform was set up to follow a certain iteration plan leading to the final set of legal documents and related guidelines. These were scheduled to become available in time to help build the final version of the platform on robust legal tools. It was therefore essential that a set of validation procedures would be carried out to help provide the feedback that was vital for developing valid, acceptable, feasible and user friendly legal tools and services for META-SHARE. The Validation plan that was developed in Deliverable 6.1.2 was designed to materialise the following purposes:

- ♦ to explore the functionality of the produced legal items (licenses, MoU, depositor's agreements, LR and LT Sharing Charter, guidelines and compendium) in view of the needs of LR/LT users and providers, and the existing condition of the field (as presented in other sections of this document).
- ♦ to check the applicability of the proposed legal provisions to the material that will form the shared content of META-SHARE. This was specifically needed because of the large variety of this material and its existing and potential uses and users (however combined). It was also expected to assist the development of a decision making tool that will help LR/LT owners explore licensing possibilities and find their way among them.

In summary, the validation activities that were carried out by the IPR Working Group in collaboration with the IPR representatives of the METANORD, CESAR and METANET4U PSP projects led to the finalisation of a robust, rights-flow centred model that is described in the previous sections of this Deliverable and that is now being used, tested and evaluated through the work done for the LRs that are currently being deposited in META-SHARE.

### **11.2 Target groups**

Validation activities were planned to take into consideration the needs and views of all META-SHARE stakeholders (present and future). All categories below have been targeted for relevant activities:

- ♦ LR/LT users (academic, industry, evaluation agencies). This has been accomplished through:
  1. the involvement of all academic META-NET members that are at the same time

LR users (this is true for the majority of academic LR producers).

2. getting users to know the META-SHARE capabilities and licensing system.

- ♦ LR/LT providers (from academia and industry): this was straightforward for academic providers since most of the META-NET participants fall in this category. Industrial providers are considerably more difficult to recruit in validation activities and we hope to have them involved in the ongoing evaluation phase.
- ♦ Content providers (major raw content creators and owners): this category was eventually not of the importance it was initially thought it would be, since a basic finding was that most of the LRs deposited come from secondary resource creators and developers.
- ♦ META-SHARE Members' Legal Services (universities' and companies' legal agencies, plus those of aggregators and repositories): these are being involved in the whole validation and evaluation procedure since all depositor's agreements and LR depositions are being checked by the respective legal services.
- ♦ Government and other stakeholders: there have been informal requests towards agencies that deal with scientific and other public data to provide knowledge and insights regarding best practices in promoting more FOS procedures in LR sharing. We expect that through outreach activities that are taking place, more of these agencies and organisations will provide useful evaluation input. Currently a close relationship with the CC community is being maintained.

### **11.3 Methodology: the Questionnaire**

The questionnaire developed by the IPR Working Group to facilitate knowledge gathering from the META-SHARE participants regarding crucial issues of the META-SHARE legal framework, was built based on the following considerations:

- ♦ all types of participants should be able to clearly identify the questions that are relevant to them.
- ♦ special consideration should be given to information showing the participants' attitude towards open licences and their different requirements (e.g. re-deposition).
- ♦ information on how participants (plan to) deal with derivative works should be extractable.
- ♦ it should be possible to spot trends in the connections among type of organisation-type of resources-legal tools preferred.
- ♦ it should make it possible to extract trends in business modelling.

The questionnaire was administered to all those who were planned to participate in the IPR Workshop; they were asked to forward it to other people (mainly inside their organisations) that would offer useful answers.

Here is a consolidated list of the questionnaire findings and some of the most important issues that were brought forward. These points were discussed during the IPR Workshop (see section 11.5).

- ♦ 23 answers were gathered in total (12 complete, 11 incomplete, but useful).
- ♦ 70% of the respondents were academic/research.
- ♦ All stated Research and Innovation as their primary objective.
- ♦ 13 respondents are LR owners.
- ♦ Top LR types (descending order): text corpora, lexical resources, tools and services, metadata, language descriptions,...).
- ♦ Only 30% were sole owners. This means that legal issues arising from collective works are very relevant. Issue: How do we take care of these issues especially in the case of commercial licenses?
- ♦ Co-owners have all cleared rights. Issue: Does this mean that we can expect minimum legacy rights problems for all resources coming into META-SHARE?
- ♦ Methodology for co-ownership rights management: only two reported IPR policy guidelines and use of a RM authority/office/department. All others are negotiation based.
- ♦ Only 3 offer LRs for a fee! All of them also provide free LRs.
- ♦ License differentiation based mainly on commercial/research USE (only one reported USER type).
- ♦ 7 report free licensing out. 5 use a standard license.
- ♦ GPL rules in tools and services, CC in LRs. It was not possible to see if LR/tool type has anything to do with license selection.
- ♦ It seems that tools and services are more likely to be given free than LRs. Issue: How can we build a policy to change that?
- ♦ Top conditions/restrictions of use: attribution, re-deposition, notification of derivative work, SA, ND. No indication on revenue sharing conditions.
- ♦ Derivative works generally allowed but not strictly defined. Commercial use also not defined.

- ♦ 13 respondents are LR users (partial match to owners: 9 owners are also users).
- ♦ Rights that users need: no clear winner: 2 need full rights, 2 openness, 4 require right to develop applications/redistribute derivatives and applications.
- ♦ 80% accept SA!
- ♦ Other top accepted conditions: BY, NC, derivative notification, no redistribution, re-deposition of derivative.
- ♦ LR/data processing without permission: 85% NO!!! Allowed processing forms a very wide and uneven spectrum. Issue: How can we cater for all different jurisdictions?

## 11.4 Results

- ♦ META-SHARE Commons licences: these licenses were greatly refined and curated since they express most of the sharing provisions promoted by META-SHARE. The final working set of these licences is described in the present Deliverable.
- ♦ Commercial licences: since these are the other one of the LR/LT distribution modalities and are crucial for the materialisation of the business models envisaged by the Network, they needed to be very well designed and validated. This was made possible through the input given by most validation participants, even by those that do not currently use commercial licensing for their LRs. A basic factor that was recognised was that commercial licences need to be flexible and allow versatility and expansion keeping at the same time their machine readable and clearly defined structure.
- ♦ MS Licenses of the previous version of the META-SHARE legal armoury have been extensively scrutinised both by legal experts and the LR community – on the way from sharing to fully opening they could be abandoned in favour of accepting and promoting the equivalent standard CC licences (described in Section 10.3.1.2 of this Deliverable).
- ♦ Charter: minor changes have proven necessary since the previous version of this document. The Charter has been commented upon and enhanced through the validation phase and still stands as the main tool for laying out the values and methodology of META-NET and META-SHARE.
- ♦ Compendium: this has been designed as the central output of the validation and further planning on the META-SHARE legal framework. It has fed the second part of this present Deliverable (sections 9-11) and provides a walkthrough among the legal material, covering all paths and outputs in a straightforward manner that will allow LR providers and users take as few false steps as possible.
- ♦ Depositor's Agreement: this document (Contributor's Agreement in the previous edition of the META-SHARE legal framework) is closely connected to the outbound

LR/LTs licences and therefore it has to align with them. A lot of validation and further design effort has been put on this agreement since this is the one tool that safeguards the easy, problem-free and secure entrance of all LRs into META-SHARE.

- ♦ Decision Support: this was designed as the “tool” that would allow members to perform the legal search-and-choose function, eventually a shopping tool. This tool is now part of the tasks that the IPR Help Desk must perform and therefore its final development and validation is pending (cf. Deliverable D9.2.1).

## **11.5 The Athens IPR Workshop (October 10th, 2011)**

The Workshop was organised into three sessions, the first being an IPR Masterclass (Overview of legal aspects in LR & LT development and sharing), presented by one of the legal experts of META-SHARE (P. Tsiavos), followed by an interactive session with all the participants, based on the questionnaire results and case based interviews. The third session focused on practical issues, such as the repositories setup and the IPR& Technical support helpdesks.

The workshop was attended by all the members of the project involved in legal issues and members of the PSP projects METANET4U, METANORD and CESAR, namely: Imre Bartis, Aivars Berzins, Antonio Branco, Martha Brandt, Khalid Choukri, Elina Desipri, Maria Gavrilidou, Byron Georgantopoulos, Jan Joachimsen, Maria Koutsombogera, Penny Labropoulou, Krister Linden, Dimitris Mavroeidis, Monica Monachini, Maciej Ogrodniczuk, Leif-Jöran Olsson, Xaris Papageorgiou, Tassos Patrikakos, Kostas Perifanos, Jussi Piitulainen, Stelios Piperidis, Georg Rehm, Mike Rosner, Inguna Skadina, Gyorgy Szaszak, Prodromos Tsiavos.

The Workshop was organised with the following aims:

- ♦ Review findings coming out of the above questionnaire-plus-legacy-documents processing exercise.
- ♦ Run an updated set of usage scenarios (stress tests) on the complete META-SHARE legal toolbox.
- ♦ Run the compendium walkthrough to assess completeness and adequacy, and to provide input for the decision making mechanism.
- ♦ Discuss and produce a draft version of a decision making system. At least a clear alignment between legal rights and constraints on the one hand and user profiles on the other should be obtained (user profiling).

Based on the above, and on the input that actually came through the questionnaire, here is a list of the outcomes of the IPR Workshop:

- ♦ What META-SHARE needs to accomplish is a society of LR stakeholders that perform under an “open and shared, but also restricted and commercial” legal environment. This is a great challenge.
- ♦ Commercial and Non-Commercial use restrictions should be clearly defined vs. fee-requiring open licences.
- ♦ CC licence machinery is to be preferred when an option since it is powerful, well documented and tested and licence multiplication is not a good practice.
- ♦ Metadata on META-SHARE LRs should also be openly licensed to allow wide usage and acceptance.
- ♦ Licensing metadata is a vital part of the full LR metadata record and should therefore obey a certain methodology (now available in Deliverable D7.2.2 that presents the metadata schema used in META-SHARE).
- ♦ All META-SHARE users need to come to a common understanding regarding legal issues. The IPR Help-Desk should work towards this end.
- ♦ There should be some work done to bring the META-SHARE licensing framework in good correspondence to the one provided by the CLARIN EU Research Infrastructure.
- ♦ The Charter and the MoU have been largely accepted with comments and proposals. The resulting documents are presented in this present Deliverable. The main discussion issue is the level of detail we need to put into the MoU, how META-SHARE should be governed and, if and how we should go about setting up a legal person if needed.
- ♦ Re-deposition of derivative works should not be an obligation put a part of the Network sharing culture. It is important for augmenting available LRs and expanding their use range and impact.
- ♦ A good part of the workshop was devoted to an interactive session where participants had the chance to present certain LR cases with interesting or complicated legal features. The IPR Working Group tried to shed light to as many of these cases as possible and present the way that the licensing scheme should be used to solve more of this kind of problems. This exercise greatly helped develop the Compendium described previously in this Deliverable.
- ♦ There was a need identified for a further exercise that would build a correspondence table showing how various licenses map to the MS promoted ones. This will greatly assist depositors and curators find their way when trying to port LRs with existing licenses into the META-SHARE legal framework. This exercise is planned to take place

when a couple of population rounds are complete and therefore a significant number of resources are available to inspect and test.

## **11.6 Further validation and evaluation planning**

From the discussion in section 10 and the above parts of section 11, it becomes evident that further fine tuning and development of the legal instruments of META-SHARE may prove necessary. The needs that arise are mostly relevant to management and operation issues and much less to licensing.

Since the large scale deployment phase of the project is now under way, complemented by similar activities on the part of the collaborating PSP projects METANORD, METANET4U and CESAR, it is expected that a certain amount of evidence will come forward that will be useful for refining and reshaping various legal issues. It has been decided that the task of gathering and processing such input will be taken on by the IPR Helpdesk described in the following paragraph.

## **11.7 Helpdesk set-up and function**

The IPR Helpdesk has been established right after the Athens IPR Workshop with the following objectives:

- ♦ to answer questions regarding licence selection and use.
- ♦ to provide basic IPR information and training to META-SHARE members.
- ♦ to support legal agencies of the META-SHARE members in making informed decisions and tackle more complex IPR and legal issues.
- ♦ to gather useful information and statistics from the final deployment phase and provide analyses regarding usage of the legal environment developed, application problems, not previously known issues etc.
- ♦ to connect the META-SHARE licensing mechanism to other similar systems and initiatives in order to help migration towards META-SHARE and easy information exchange with other networks and organisations.
- ♦ to provide a set of supporting material, mainly regarding licensing issues and the “openness” factor that the project seeks to promote.

The helpdesk is based on the use of a central email service that receives all questions and comments. The processing flow follows these steps:

- ♦ Every question received is initially tackled by the IPR Team in ELRA.
- ♦ If any issue requires further processing it is referred to the project IPR Working Group

consisting of the IPR teams in ELRA and ATH.

- ♦ If the IPR WG feels that assistance is still needed, it refers the issue to the project legal experts, namely Prodromos Tsiavos and John Weitzmann.
- ♦ The IPR WG gathers all information that may be useful to users and will set up a special IPR and legal repository, probably in the form of a mini-wiki that will then allow further interaction with the META-SHARE members.

From the operation of the IPR Helpdesk up to this point the following remarks may be made:

- Most of the questions asked had to do with basic licensing stuff (e.g. CC feature explanations, basic licensing “lessons”).
- There were some interesting questions regarding dealing with special customization requests by depositors and how to accommodate these in the standard licenses.
- There were some complaints and comments regarding the relation between META-SHARE and CLARIN licences; from these comments it was made clear that an alignment exercise is needed to allow clear mapping and migration from one licensing schema to the other.
- There were a couple of cases where the Helpdesk had to deal with user requests; this was eventually a crucial test for this mechanism. The IPR WG plans to further expand on its ability to address user requests and even solicit them as a means to promote this value-added META-SHARE facility.

## **ANNEXES**

## **ANNEX I**

# **Language Resources Sharing Charter**

*Language Resources Sharing Charter v. 1.3 (By META-SHARE, May 2011)*

### **Preamble**

- Research and development in Language Technologies requires the availability of Language Resources (LRs) of good quality and quantity. Providing such LRs for all languages and for all technologies is very costly. LRs become valuable through sharing and cost-effective through re-using.
- Clear, standardised and open terms of use for LRs reduce transaction costs and allow for their maximum utilisation. Less time has to be spent on legal clearance.
- LRs should be open to use, reuse, sharing, improvement and deployment in order to advance research and foster development.
- The META-SHARE language resource exchange facility is devoted to the sustainable sharing and dissemination of LRs between its members and the community at large, increasing access to LRs at a global scale, among others, by supporting the harmonisation of the laws governing copyright exceptions and limitations, fair use and fair dealing.

### **Background**

Research and development in Language Technologies require (a) the availability of Language Resources, i.e. language data sets and basic language processing tools, of good quality and sufficient quantity, and (b) evaluation means allowing performance measurements. While essential, providing such resources for all languages, or for all language pairs in case of translation systems, and providing evaluation means for all technologies in all languages or language pairs, is very costly.

Language Resources constitute an essential infrastructure not merely for language related research but also for the development of language technology applications, products and services. It is, therefore, necessary to devise processes and rules that allow the widest possible dissemination, distribution and re-use of such resources. Re-use and re-purposing of Language Resources is an integral and essential part of the language technology development cycle and has to be taken into account in any related policy decision.

Language Resources may be of collective authorship. In addition, depending on the nationality of the author and the jurisdiction in which the LR is used, different laws may apply.

The existing legal system, particularly copyright law, does not follow a uniform approach for

all types of language resources, containing different regulations regarding the treatment of text as compared to the treatment of audio, images or video and again different for software, technological applications and non-creative material in general. Furthermore, the rules regarding collective works, databases and works of shared authorship are not uniform across jurisdictions.

In addition, there is no international solution to the problem (a) of orphan works and (b) the use of Language Resources for the creation of (or contained within) language tools and technologies; it is not always clear whether specific licensing arrangements are required or whether the use of Language Resources is covered by copyright limitations and exceptions or fair dealing provisions. These are not harmonised either at the international or at the European level causing further uncertainty between language resources users.

### **Aim**

The aim of this Charter is to give a clear motivation to Language Resource providers and users, the language technology community, market players, policy makers and the public so that in the digital world Language Resources be shared and further re-used with the minimum possible transaction costs and efforts and under clear and easy to understand rules. META-SHARE fully endorses and supports this vision.

### **General**

The term Language Resources (LRs) in this Charter means all language-related digital assets including, without limitation, raw data, processed data, metadata and any other kind of data sets as well as language processing tools, technologies and language related services.

Open Source is used in this Charter in the sense of the Free Software Foundation (FSF) and Open Source Initiative (OSI) definitions; Open Content and Data are defined in accordance to the Open Knowledge Foundation (OKF) principles. Shared source, content or data are resources which follow the FSF, OSI and OKF definitions and are available to a group of specified or specifiable individuals or organisations.

Organisations or individuals working on LR shall be encouraged to adhere to the guidelines described below. Policy makers should actively encourage them to follow these guidelines by providing funding, setting rules, giving instructions or by taking any other appropriate measure.

When managing LR, all entities involved shall strive to promote and be in accordance to this Charter, the Panton Principles (<http://pantonprinciples.org/>), the Europeana Public Domain Charter (<http://www.version1.europeana.eu/web/europeana-project/publications>) and the COMMUNIA Public Domain manifesto (<http://publicdomainmanifesto.org/>).

## **Guidelines**

### **1. *Infrastructure and metadata***

LRs have to be described with agreed metadata, which must be standardized and ideally open to fair harvesting. LRs should be persistently stored in an open and documented format.

Metadata of LRs should be visible, shared, open to re-use and indexed in such a way to enable LR effective search and discovery.

### **2. *Standardisation and interoperability***

Open Standards and best practices should be used for language data sets, processing tools and metadata, if they are available. Data formats have to be standardized and ideally open.

Software has to use open interfaces and be ideally Open Source.

### **3. *Data sets and tools***

Data sets and tools shall be ideally open or shared. If data-sets and tools are provided under commercial licences, these licences have to be standardized. The licences should ideally be readable and stipulate that the data are provided under non-discriminatory terms, through an on-line service or other low transaction cost mechanism.

LR creation should be given proper academic recognition, statistics should be collected with regards to the use of LRs and steps should be taken to introduce a “LR impact factor”.

### **4. *Public Domain***

Content and LRs that are part of the Public Domain should be clearly marked as such and must not be burdened with any additional restrictions.

### **5. *Rights Clearance and Licensing***

All necessary Intellectual Property Rights have to be cleared before any LR is disseminated or made available in any possible way or means to the public.

Any grant of access to LRs should include at least the right to both humans and machines to read the relevant content. Allowing transformative uses, dissemination and distribution of such resources is strongly encouraged.

To limit the complexity of licensing, standard, easy to use licences or a range of recommended licence templates or model licences have to be used.

If a LR is provided under copyleft (share alike, (SA)) conditions, i.e. if the LR's derivatives have to be shared under the same terms and conditions, such conditions must be part of a standard licence. A collection of LRs has to be licensed preferably under compatible SA licences.

### **6. *Restrictions***

The restrictions to use or re-use LRs should be the minimum possible so that (a) LRs are continuously enriched and (b) language technologies and related services are fully deployed and further developed.

If attribution is required, sufficient information to identify the attributed entity including names, nationalities and legal status shall accompany the relevant LR.

#### **7. *Data Protection and other Third Party Rights***

As far as the material contains personal, sensitive or confidential data and as far as this cannot be countered by pre-processing the material, all reasonable efforts have to be made to obtain consent for the maximum possible use, re-use, dissemination and distribution of the material, at best at the point of collection, but in any case before sharing the LR or making it available to the public.

Effective privacy policies and tools facilitating anonymisation and consent management have to be put in place.

#### **8. *Open Market provisions***

While it is encouraged that LRs be made available in an as open way as possible, any LR infrastructure should support all possible business models without imposing any restrictions or barriers to market entry.

If non-commercial obligations are attached to LRs, there has to be a precise definition of what constitutes commercial use as well as a clear, standardised and pre-defined way to obtain commercial rights.

#### **9. *LR Open Services***

LR service providers should allow open transfer (portability), i.e. technically and legally unhindered collection and reproduction of the data upon which they are based and provide clear and open exit policies to their customers. This means that the users of a language service should be able to change service providers at zero or minimal cost and be informed about any conditions such change entails clearly and in advance.

#### **10. *Public Funding***

If LRs are produced entirely with public funding, they have to be open or shared at least for research purposes. Such LRs have to contain clear attribution and rights-holders information, be properly documented and be made available with an appropriate licence, either as open or as shared with a fee that should not exceed the cost of their maintenance.

## ANNEX IIA

### META-SHARE Depositor's Agreement

#### 1. Preamble

This Depositor's Agreement contains important information regarding the terms and conditions of depositing Language Resources in and making them available through the META-SHARE Network.

#### 2. Parties

**2.1** The legal or natural person with all legal rights or licences necessary to license and deposit the Language Resources, hereafter referred to as the Depositor, <Name>, <Organisation>, <Address>, <Email>.

**2.2** META-SHARE Network member, <Name>, <Organisation>, <Address>, <Email>, that has or has made the necessary arrangements to the same effect with a person that has ownership and control over the technological arrangements necessary for the storage, preservation and dissemination of the Language Resources, hereafter referred to as the Repository.

#### 3. Licence

**3.1** The Depositor grants the Repository a non-exclusive licence to perform the acts described under 3.2, on all data, content, software or any other material protected under IPR for which the Depositor has the necessary Intellectual Property Rights, hereafter referred to as Resource.

**3.2** The Repository is authorised by the Depositor to include the Resource (or substantial parts thereof) in its archives and to make it available in any possible form and means, in compliance with the licensing agreement(s) appearing in Appendix II corresponding to the resource(s) appearing in Appendix I.

#### 4. The Depositor

**4.1** The Depositor declares that he is a holder of rights to the Resource, or the only holder of rights to the Resource, under the relevant legislation or otherwise, and/or is entitled to act in the present matter with the permission or licence of other parties that hold the necessary rights for the materialisation of this Agreement.

**4.2** The Depositor indemnifies the Repository against all claims made by other parties against the Repository with respect to the use, dissemination and re-use of the Resource or any other claim related to the Resource and declares that the Resource contains no data or other elements that are contrary to the law or public regulations.

## **5. The Repository**

**5.1** The Repository takes all appropriate measures and to the best of its ability and resources in order that the deposited Resource is archived and preserved in a sustainable manner and remains legible and accessible and processable.

**5.2** The Repository undertakes the obligation, to the extent possible, to preserve the Resource unchanged in its original digital format, taking account of current technology and the costs of implementation. The Repository reserves the right to make modifications with respect to the format and/or functionality of the Resource provided this serves its mission, i.e. it contributes to the sustainability, distribution and re-use of Content.

**5.3** The Repository takes all the necessary technical, legal and organizational arrangements so that the Resource is distributed in accordance with the licence provided by the Depositor, the integrity of the Resource is preserved and unauthorised access by third parties is prevented.

## **6. The Resource**

**6.1** The Resource to which the licence relates is specified in the Appendix I to this Agreement and the licences per Resource in Appendix II. Appendices I and II form an integral part of this Agreement.

**6.2** The Depositor makes all reasonable effort so that the Resource is compliant with the specification provided by the META-SHARE network.

**6.3** The Depositor will supply the Resource by means of a method and medium as well as format deemed acceptable by the Repository.

## **7. Removal of Resource / changes to access conditions**

**7.1** The Depositor reserves the right to request the Repository not to make the Resource available for a temporary period or permanently, provided that this is in accordance with the licence making the work available. In such cases, the Repository reserves the right to retain the Resource in its archive, but shall no longer allow anyone to access the Resource or substantial parts thereof.

**7.2** On the basis of sufficient and clearly justified grounds, the Repository reserves the right to remove the Resource from the archive wholly or in part, or to restrict or prevent access to the Resource on a temporary or permanent basis. In the case of such removal the Repository is obliged to promptly inform the Depositor and notify the members of the META-SHARE network.

## **8. Availability to third parties and META-SHARE members**

**8.1** The Repository makes the Resource available to META-SHARE network members and

third parties or to the persons or range of persons specified by the Depositor and in accordance with the licensing conditions provided by the Depositor, which have to be communicated clearly to potential users of the Resource. Agreeing with the relevant licensing terms is a condition for accessing the Resource.

**8.2** In the absence of specific terms and conditions over the resource, the Repository is obliged to seek permission from the lawful rights owner and to make the Resource accordingly available.

**8.3** The Repository may make the Resource (or substantial parts thereof) available to third parties:

- if the Repository is required to do so by legislation or regulations, a court decision, or by a regulatory or other institution

- if this is necessary for the preservation of the Resource and/or the data archive and the Depositor is promptly notified.

**8.4** The Repository may transfer all Intellectual Property Rights along with the licences obtained through this Agreement to another Repository, which will undertake all the obligations described in this Depositor's Agreement if it cannot fulfill the obligations contained in this Depositor's agreement or ceases to exist and/or its activities in the field of data-archiving are terminated. The new Repository by making use of the Resource in any possible way is undertaking all the obligations of the previous Repository as described in this Agreement.

**8.5** The Repository shall publish the metadata and documentation, in accordance to the terms and conditions provided by the Depositor and in accordance to the relevant laws including Data Protection and Privacy Laws as well as confidentiality or other pre-existing agreements limiting the use, dissemination and re-use of the metadata.

**8.6** The general information about the research and the metadata relating to the Resource shall be included in the Repository's databases and publications and are to be disseminated in accordance to the licensing arrangements the Depositor makes.

## **9. Termination of the Depositor**

Following the termination of the Depositor, provided that (a) that the work is not already licensed under a Creative Commons or an equivalent licence and (b) there is no legal succession OR (c) where in accordance to the law, the IPR is transferred to the Depositor's heirs and they have not affirmatively asserted that they will to exercise these rights within a period of one year, then all IPRs are transferred to the Repository under the condition that they are further licensed under a Creative Commons licence.

## **10. Liability**

**10.1** In all cases, the Repository shall make all reasonable effort to ensure no data loss or damage occurs.

**10.2** The Repository has no liability for any damage or losses resulting from acts or omissions by third parties to whom the Repository has made the Resource available.

### **11. Term and termination of the Agreement**

**11.1** This Agreement shall come into effect on the date on which the Repository receives the Resource (hereafter the deposit date) and shall remain valid for the duration of the META-SHARE network. Cancellation of this Agreement is subject to a period of notice of six months, and notice shall be given in writing.

**11.2** Notwithstanding point (a), this Agreement shall end when the Resource is removed from the Repository in accordance to the terms and conditions of this Agreement.

**11.3** If the Repository ceases to exist or terminates its data-archiving activities, the Repository shall attempt to transfer the data files to an organisation that will undertake all the obligations described in this Agreement.

## **The Parties**

**Depositor:**

**For the Repository:**

## **Appendix I**

**<Resource Short Name>, <Resource Name>**

## **Appendix II**

The Repository is permitted to make the Resource(s) of Appendix I available under the following licence(s):

**<Licence Name>**

**<Licence Text><sup>21</sup>**

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<sup>21</sup> The full text of the licence(s) can either be appended to this Agreement as a separate document or inserted here.

## **ANNEX IIB**

### **Creative Commons Licenses**

*This Annex provides the names of the CC licenses adopted by META-SHARE and links to the formal texts on the Creative Commons website.*

- [CC-ZERO](http://creativecommons.org/about/cc0) (http://creativecommons.org/about/cc0)
- [CC-BY](http://creativecommons.org/licenses/by/3.0/) (http://creativecommons.org/licenses/by/3.0/)
- [CC-BY-SA](http://creativecommons.org/licenses/by-sa/3.0/) (http://creativecommons.org/licenses/by-sa/3.0/)
- [CC-BY-ND](http://creativecommons.org/licenses/by-nd/3.0/) (http://creativecommons.org/licenses/by-nd/3.0/)
- [CC-BY-NC-SA](http://creativecommons.org/licenses/by-nc-sa/3.0/) (http://creativecommons.org/licenses/by-nc-sa/3.0/)
- [CC-BY-NC](http://creativecommons.org/licenses/by-nc/3.0/) (http://creativecommons.org/licenses/by-nc/3.0/)
- [CC-BY-NC-ND](http://creativecommons.org/licenses/by-nc-nd/3.0/) (http://creativecommons.org/licenses/by-nc-nd/3.0/)

## **ANNEX IIC**

### **META-SHARE Commons Licenses**

*All META-SHARE Licenses are v.1.0 as of 31/11/2012.*

META-SHARE IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS LICENCE DOES NOT CREATE AN AGENT-CLIENT RELATIONSHIP. META-SHARE PROVIDES THIS INFORMATION ON AN "AS-IS" BASIS. META-SHARE MAKES NO WARRANTIES REGARDING THE INFORMATION PROVIDED, AND DISCLAIMS LIABILITY FOR DAMAGES RESULTING FROM ITS USE.

#### **META-SHARE Commons BY Licence**

This META-SHARE Licence enables You to Use the Resource worldwide provided that You keep to the terms of this Licence.

#### **1. Definitions of Capitalised Words**

- a. **"Collective Work"** means a work made up of the Work in its entirety in unmodified form, along with other work, assembled into a collective whole.
- b. **"Derivative"** means any material that Uses the Resource (or any substantial part of it) in any material form whatsoever (such as a translation, dramatisation or abridgment), other than (i) as a whole and in unmodified form or (ii) by modifying it as may be technically necessary to Use it in a different mode or format; but a Collective Work is not a Derivative for the purpose of this Licence.
- c. **"Derogatory Treatment"** means a treatment which distorts or mutilates the Resource or is otherwise prejudicial to the honour or reputation of the Original Author or the Licensor.
- d. **"Licence Elements"** means the following licence attributes indicated in the title of this Licence: Attribution.
- e. **"Licensor"** means the Person offering the Resource under the terms and conditions of this Licence.
- f. **"META-SHARE"** is a network of distributed repositories of LRs.
- g. **"Original Author"** means the Person who obtained any copyright or the sui generis Database Right in the Resource or any parts of it and is named as such in the Attribution Data.
- h. **"Person"** means a natural person or a body of persons corporate or incorporate.

- i. **"Use"**, as a verb, means doing any act which is restricted by copyright or neighbouring rights (including database rights), whether in the original medium or any other; and includes modifying the Resource as may be technically necessary to Use it in a different mode or format.
- j. **"Work"** means any work protected by copyright (or by database rights if applicable) which is offered under the terms of this Licence, and includes works forming only a part of the Resource as well works as incorporated in any Collective Work.
- k. **"You"** means the Person acquiring rights under this Licence.
- l. **"Attribution Data"** means a field of metadata accompanying every Resource, containing a specified string of characters to be used for attribution of the Resource.
- m. **"Resource"** means the language resource offered to You under the terms of this Licence.
- n. Words in the singular include the plural and vice versa.

## **2. The Rights Granted**

**2.1** Subject to the exceptions under clause 2.2, and the conditions and reservations under clauses 2.3 to 2.9 below, the Licensor grants to You a worldwide, clear of any third party rights, non-exclusive, licence to Use the Resource within the META-SHARE network. This licence covers the copyright and the sui generis database right over the Resource and is an agreement between You and the Licensor for access to the Resources. For the purpose of this Licence, Use within the META-SHARE network is encompassing all acts under clause 1. i.

So you may, for example

- copy the Resource, or create Derivatives, or incorporate it into a Collective Work;
- extract and re-utilise of the whole or substantial parts of the Resource;
- copy Derivatives, or the Resource as incorporated in any Collective Work ; and
- publish, perform or communicate the Resource and/or Derivatives and/or the Resource as incorporated in any Collective Work to anyone ;

by any means and in any medium whether now known or created in the future.

**2.2** However, this Licence does not allow you to:

- impose any terms or any technological measures on the Resource or a Derivative, 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;
- sublicense the Resource; or
- subject the Resource to Derogatory Treatment.

**2.3** You must, if you publish or distribute the Resource or any Derivative to anyone else in any way, give reasonable credit to the Original Author or owner of the sui generis as prescribed in the Attribution Data.

These are important conditions of this Licence, and if you fail to comply with them you will be in material breach of its terms.

**2.4** The Original Author asserts the right to be identified as the original author of the Work, as forming part of the Resource if applicable; but only as and when required by clause 2.3 above.

**2.5** You must also, if you publish or distribute the Resource or any Derivative to anyone else within META-SHARE in any way:

5. include a copy of this Licence with it; and

6. keep intact any copyright and sui generis database right notices for the Resource and notices that refer to this Licence.

These are important conditions of this Licence, and if you fail to comply with them you will be in material breach of its terms.

**2.6** Each time You publish the Resource or any Derivative to anyone else within META-SHARE in any way, the Licensor offers to the recipient a licence to the Resource on the same terms and conditions as this Licence.

**2.7** And:

The right to collect payments under the Public Lending Right scheme (or any public scheme that provides payment for public borrowing or use) is reserved;

a. the right to release the Resource under different terms, or to stop distributing the Resource, is reserved; and

b. all other rights not expressly granted by the Licensor are reserved.

**2.8** This Licence does not affect any rights that You or anyone else may independently have under any applicable law (including fair dealing, fair use, or any other legally recognised limitation or exception to copyright infringement) to make any Use of this Resource.

**2.9** This Licence does not allow You to claim any endorsement or approval by the Licensor or the Original Author of You or your use of the Resource without their express written permission.

### **3. Warranties and Disclaimer**

The Resource is licensed by the Licensor "as is" and without any warranty of any kind, either express or implied, whether of title, of accuracy, of fitness for purpose, or otherwise.

#### **4. Limit of Liability**

Subject to any liability which may not be excluded or limited by law, the Licensor shall not be 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. 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 gross negligence on the part of the Licensor.

#### **5. Termination**

**5.1** Any breach by You of the terms of this licence (for example, by distributing the Resource without attributing as appropriate) entitles the Licensor to terminate your Licence with immediate effect and without notice to you. Persons who have received the Resource, Derivatives or Collective Works from You under this Licence, however, will not have their licences terminated provided their use is in full compliance with this Licence or a licence granted under clause 2.6 of this Licence.

**5.2** If You are not in breach of the terms of this Licence, the Licensor may not terminate your rights under it.

**5.3** Unless terminated under clause 5.1, this Licence is granted to you for the duration of any rights in the Resource as mentioned in clause 2.1.

#### **6. General**

**6.1** If any provision of this Licence is held to be invalid or unenforceable, that shall not affect the validity or enforceability of the remainder of the terms of this Licence.

**6.2** This Licence is the entire agreement between the parties with respect to the Resource licensed here but hereby allows for additional agreements that grant more rights than this Licence. It replaces any earlier understandings, agreements or representations with respect to the Resource not specified here.

**6.3** If You are in breach of the terms of this Licence (for example, by distributing the Resource without attributing as appropriate) you will not be entitled to rely on the terms of this Licence or to complain of any breach by the Licensor.

**6.4** If there is any dispute as to the meaning or effect of any provision of this Licence, it must so far as possible be read and given effect in a way that is compatible with the provisions of any subsequent version of the META-SHARE Commons licence, which has the same Licence Elements.

**6.5** As far as arbitration processes have been established within META-SHARE, any dispute arising in connection with this Licence or the Resource has to adhere to these processes before being filed at public justice bodies.

*The Notice below is not part of this licence.*

#### META-SHARE NOTICE

META-SHARE is not a party to this Licence, and makes no warranty whatsoever in connection with the Resource. META-SHARE will not be liable to You or any party on any legal theory for any damages whatsoever, including without limitation any general, special, incidental or consequential damages arising in connection to this licence. Notwithstanding the foregoing two (2) sentences, if META-SHARE has expressly identified itself as the Licensor hereunder, it shall have all rights and obligations of Licensor.

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### **META-SHARE Commons BY NC Licence**

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#### **1. Definitions of Capitalised Words**

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- c. **"Derogatory Treatment"** means a treatment which distorts or mutilates the Resource or is otherwise prejudicial to the honour or reputation of the Original Author or the Licensor.
- d. **"Licence Elements"** means the following licence attributes indicated in the title of this Licence: Attribution, Non-commercial.
- e. **"Licensor"** means the Person offering the Resource under the terms and conditions of this Licence.
- f. **"META-SHARE "** is a network of distributed repositories of LRs.
- g. **"Original Author"** means the Person who obtained any copyright or the sui generis Database Right in the Resource or any parts of it and is named as such in the Attribution Data.
- h. **"Person"** means a natural person or a body of persons corporate or incorporate.
- i. **"Use"**, as a verb, means doing any act which is restricted by copyright or neighbouring rights (including database rights), whether in the original medium or any other; and includes modifying the Resource as may be technically necessary to Use it in a different mode or format.
- j. **"Work"** means any work protected by copyright (or by database rights if applicable) which is offered under the terms of this Licence, and includes works forming only a part of the Resource as well works as incorporated in any Collective Work.
- k. **"You"** means the Person acquiring rights under this Licence.
- l. **"Attribution Data"** means a field of metadata accompanying every Resource, containing a specified string of characters to be used for attribution of the Resource.
- m. **"Resource"** means the language resource offered to You under the terms of this Licence.

n. Words in the singular include the plural and vice versa.

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So you may, for example

- copy the Resource, or create Derivatives, or incorporate it into a Collective Work;
- extract and re-utilise of the whole or substantial parts of the Resource;
- copy Derivatives, or the Resource as incorporated in any Collective Work ; and
- publish, perform or communicate the Resource and/or Derivatives and/or the Resource as incorporated in any Collective Work to anyone ;

by any means and in any medium whether now known or created in the future.

**2.2** However, this Licence does not allow you to:

- Use the Resource for any purpose other than research or in any way primarily intended for commercial advantage or payment; but exchange for other protected material without payment (whether by means of digital file-sharing or otherwise) is not to be taken to be so intended;
- impose any terms or any technological measures on the Resource or a Derivative, 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;
- sublicense the Resource; or
- subject the Resource to Derogatory Treatment.

**2.3** You must, if you publish or distribute the Resource or any Derivative to anyone else in any way, give reasonable credit to the Original Author or owner of the sui generis database as prescribed in the Attribution Data.

These are important conditions of this Licence, and if you fail to comply with them you will be in material breach of its terms.

**2.4** The Original Author asserts the right to be identified as the original author of the Work, as forming part of the Resource if applicable; but only as and when required by clause 2.3

above.

**2.5** You must also, if you publish or distribute the Resource or any Derivative to anyone else within META-SHARE in any way:

- a. include a copy of this Licence with it; and
- b. keep intact any copyright and sui generis database right notices for the Resource and notices that refer to this Licence.

These are important conditions of this Licence, and if you fail to comply with them you will be in material breach of its terms.

**2.6** Each time You publish the Resource or any Derivative to anyone else within META-SHARE in any way, the Licensor offers to the recipient a licence to the Resource on the same terms and conditions as this Licence.

**2.7** And:

- a. The right to collect royalties or other fees for any commercial use of the Resource is reserved;
- b. any right to collect payments via a licensing body or collecting society for any commercial use of the Resource is reserved;
- c. the right to collect payments under the Public Lending Right scheme (or any public scheme that provides payment for public borrowing or use) is reserved;
- d. the right to release the Resource under different terms, or to stop distributing the Resource, is reserved; and
- e. all other rights not expressly granted by the Licensor are reserved.

**2.8** This Licence does not affect any rights that You or anyone else may independently have under any applicable law (including fair dealing, fair use, or any other legally recognised limitation or exception to copyright infringement) to make any Use of this Resource.

**2.9** This Licence does not allow You to claim any endorsement or approval by the Licensor or the Original Author of You or your use of the Resource without their express written permission.

### **3. Warranties and Disclaimer**

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- j. **"Work"** means any work protected by copyright (or by database rights if applicable) which is offered under the terms of this Licence, and includes works forming only a part of the Resource as well works as incorporated in any Collective Work.
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## **ANNEX IID**

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- l. **"Use"**, as a verb, means doing any act which is restricted by copyright or neighbouring rights (including Database Rights), whether in the original medium or any other; and includes modifying the Resource as may be technically necessary to Use it in a different mode or format.
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- n. **"You"** means the Person acquiring rights under this Licence.
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You may perform any of the above acts by any means and in any medium whether now known or created in the future and for any purpose or in any way, including purposes primarily intended for commercial advantage or payment, other than the ones provided under 2.2.

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- d. make products or services available to third parties in any form that allows to reconstruct the original Resource;
- e. sublicense the Resource; or
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