



OPEN MAPS FOR EUROPE 2 (OME2) WORK PACKAGE 3

DELIVERABLE D3.2 – OPEN DATA LICENCE

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Abstract

The EuroGeographics Open Data License has been extended and made available in a machine-readable format, facilitating seamless integration with pan-European datasets. This deliverable, part of the Open Maps for Europe 2 (OME2) project, aligns with harmonized licensing frameworks and ensures compatibility with existing open data standards such as Creative Commons. By incorporating this license into the European Data Portal and adapting metadata for datasets like EuroRegionalMap, EuroGlobalMap, and others, EuroGeographics supports accessibility and interoperability for end-users. This effort simplifies data use while maintaining essential attribution and compliance requirements.

Key Words

OME2, Open Maps for Europe, machine-readable, open data, harmonized licensing, EuroGeographics, European Data Portal.





Grant Agreement No 101100625

Information Table

Project information	
PROJECT ID	101100625
PROJECT FULL TITLE	Open Maps for Europe 2
PROJECT ACRONYM	OME2
FUNDING SCHEME	DIGITAL-SIMPLE
START DATE OF THE PROJECT	1 st January 2023
DURATION	36 months
CALL IDENTIFIER	DIGITAL-2022-CLOUD-AI-02

Deliverable information	
DELIVERABLE No AND TITLE	D3.2 – Machine Readable Open Data Licence
TYPE OF DELIVERABLE ¹	OTHER
DISSEMINATION LEVEL ²	PU – Public
BENEFICIARY NUMBER AND NAME	953793532 EuroGeographics AISBL
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WORK PACKAGE No	3
WORK PACKAGE LEADER	EuroGeographics
WP LEADER VALIDATION DATE	21st February 2023
	Updated December 2024 as per Interim report
	view
COORDINATOR VALIDATION DATE	17 th December 2024
COORDINATOR SIGNATURE	Victoria Person

DEC=Websites, patents filing,press & media actions, videos, etc.

 $\label{eq:other_software} \mbox{OTHER=Software, technical diagram, etc.}$

ORDP: Open Research Data Pilot

 $^{^{\}rm 1}$ <u>Use one of the following codes:</u> R=Document, report (excluding the periodic and final reports)

DEM=Demonstrator, pilot, prototype, plan designs

 $^{^2\}underline{\text{Use one of the following codes}}\text{: PU=Public, fully open, e.g. web}$

CO=Confidential, restricted under conditions set out in Model Grant Agreement

CI=Classified, information as referred to in Commission Decision 2001/844/EC.



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Licensing within the OME2 project

As background it is important to understand the different licensing aspects within this project.

Open Data Licensing

Task T2.4 within Work package 2 includes the activity to extend the harmonised open data license to include the new datasets that are being created within the project. This is the license that enables end users to use the datasets available through the project and the OME portal as open data. Below is additional information about this licence.

Data providers

The licensing of EuroGeographics members data for all pan European datasets is standardised. There is one main framework agreement that outlines the main terms and conditions for members contributing data to our pan European datasets. This details the general permissions allowing EuroGeographics and the production teams to work with members data, and for EuroGeographics to license specific data according to it's dataset specifications

Members sign annexes for each dataset they contribute data to, this is an Annex to the Framework License Agreement. A new annexe has been created for the High Value Large Scale prototype (HVLSP). This allows the new dataset to be licensed for end users under the existing licensing structure, either as open data, or fee paying.



Figure 1: Structure of Licensing Framework

As additional members give permission for their data to be included in the HVLSP, they will be invited to sign the Annex, to allow their data to be licensed via the EuroGeographics Open Data licence.

End Users

End Users of any EuroGeographics open datasets are able to use the data as open, according to the licensing terms included in the Eurogeographics open data licence.





As part of this project a review was carried out to establish if the current EuroGeographics Open Data licence was still applicable. The Creative Common licence was considered, as it is directly mentioned within the HVD regulation. Taking on board advice from various EuroGeographics Members, as well as research undertaken from the European Data Portal³, a recommendation was presented to the EuroGeographics Head Office WP2 colleagues. All members contributing data to the new high-value large-scale pan-European prototype would need to agree to one licence regardless of their own national open data licence. This removes any issues if members have modified the CC license or have their own national open data licence, it aligns with the licensing of the current OME open datasets already available, and it allow members who may not have opened their national data yet to consider allowing it to be used within this dataset. The EuroGeographics open data licence is compatible with the CCBY licensing and includes as few restrictions on the end user as possible. It was agreed that at this time the current EuroGeographics open data licence was the best solution.

The Eurogeographics Open data license can be accessed on the OME portal here: https://www.mapsforeurope.org/licence and it can be found in Annex 1 for information.

The only restrictions on users of data covered by this license are that the data must be acknowledged, this should be included in any sub licenses granted, and any sub license may not impose an additional of different conditions on the data. The data also cannot be used in a way that suggests official status or that EuroGeographics endorses the user of their use of the dataset. The restrictions are all clearly stated within the open data licence.

The following datasets are all covered by this license; EuroRegionalMap, EuroGlobalMap, Open Gazetteer, EuroDEM, the open Cadastral Map service, and the High Value Large Scale prototype. This provides not only harmonised data but also harmonised licensing for the end user.

To summarise, to allow EuroGeographics to license our pan European datasets to end users under one open license, it has been agreed that the EuroGeographics Open Data license is the best solution. The end user can then agree to one license, when selecting datasets from the OME portal.

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https://data.europa.eu/sites/default/files/report/Licence%20compatibility%20in%20Europe%20a%20wind ing%20road%20to%20Creative%20Commons_EN.pdf





Tools licensing

As part of WP4 and WP5, various tools are being developed. The OME2 project aims at providing the tools it develops under open licenses. Where possible, the project chooses to use the MIT license for the following reasons:

- It is a permissive license that allows users to freely use the source code with the only requirement to include the original copyright and license notice.
- It is a well-known open source license.
- The license's text is written in simple English.

As a result, the following tools are released under the MIT license:

- Harmonisation tool
- · Quality tool
- Large to medium scale generalisation tool

The other tools developed by the OME2 project (edge-matching and medium to small scale generalisation tools) are partly based on the CGAL library. CGAL is distributed under the GPL-3.0 license, an Open Source license which obliges to distribute the source code created using CGAL under the GPL license as well. Therefore this license was chosen for the edge-matching and medium to small scale generalisation tools.

So far, only the harmonisation and edge-matching tools are available on github repositories, together with some additional utility tools required for the production of the HVLSP. There were some questions at IGN-France regarding whether these repositories should be public or not, and it has recently been agreed that they could remain public. The quality and generalisation tools developed within the project will also be provided on github repositories by the end of the project in December 2025.

Some internal libraries which were developed prior to the OME2 project are used by some of the tools: as stated in the Grant Agreement, their source code will not be shared. However, compiled versions of these libraries will be provided by the end of the project so that the OME2 tools can technically be compiled and run as well.





Step 1: Adding licence to EDP

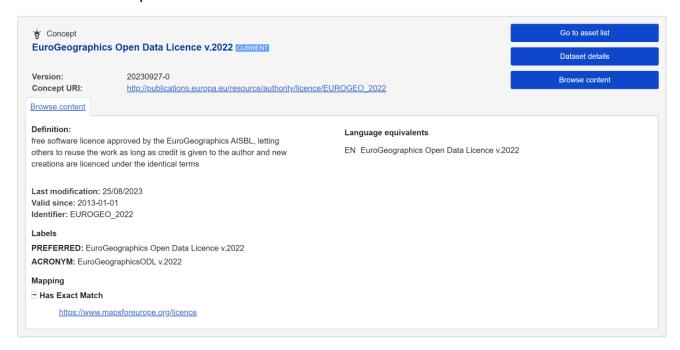
EuroGeographics Open Data License was added to the European Data Portal (EDP) through assistance from the Publications Office of the European Union.

EuroGeographics Open Data Licence URL:

https://publications.europa.eu/resource/authority/licence/EUROGEO_2022

Screenshot from EDP (https://op.europa.eu/en/web/eu-vocabularies/concept/-/resource?uri=http://publications.europa.eu/resource/authority/licence/EUROGEO 2022)

with licence description:



This was updated in October 2024 to reflect the revised EuroGeographics open data license that now includes the High Value Large Scale prototype.

EuroGeographics Open Data Licence URL: https://op.europa.eu/en/web/eu-vocabularies/concept/-/resource?uri=http://publications.europa.eu/resource/authority/licence/EUROGEO 2024

The screen shot is below.



Dataset details

Browse content

* Concept

EuroGeographics Open Data Licence v.2024 CURRENT

Version

20241016-0

Concept URI:

 $\underline{\text{http://publications.europa.eu/resource/authority/licence/EUROGEO_2024}}$

Browse content

Definition:

Open data license approved by the members of EuroGeographics AlSBL. This license allows end users to access and use the data, as long as accreditation is provided and that derived datasets are not licensed under any additional and different conditions.

Last modification: 02/10/2024 Valid since: 2024-06-01 Identifier: EUROGEO_2024

Labels

PREFERRED: EuroGeographics Open Data Licence v.2024

ACRONYM: EuroGeographicsODL v.2024

Mapping

Has Exact Match

https://www.mapsforeurope.org/licence

Language equivalents

EN EuroGeographics Open Data Licence v.2024





Step 2: Adjusting metadata

EuroGlobalMap (EGM) was the first EuroGeographics dataset whose metadata was adapted so that the open data licence was defined. Following two harvest attempts and subsequent process- and metadata adjustments, the ISO/DCAT translation of the licence information was successful.

EGM metadata URL:

https://www.mapsforeurope.org/maps/csw?SERVICE=CSW&VERSION=2.0.2&REQUEST=GetRecord ById&ID=EGM 2023 2 Metadata&outputSchema=http://www.isotc211.org/2005/gmd&elementset name=full

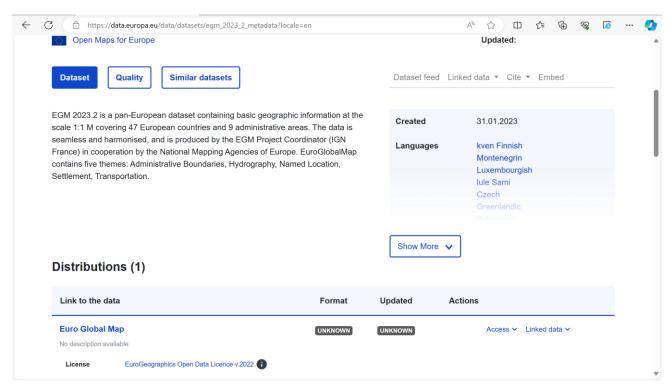


Figure 1: Screenshot from the European Data Portal showcasing information about the licence for EGM.





Step 3: Harvest

The entire OME catalogue was harvested by the EDP in December 2023. As can be seen in the screenshots below, the harvest was successful for all datasets except for the Open Gazetteer, and resulted in a ISO/DCAT translation allowing for licence information to be displayed on the EDP for EuroGeographics datasets ERM, EGM and EuroDEM.

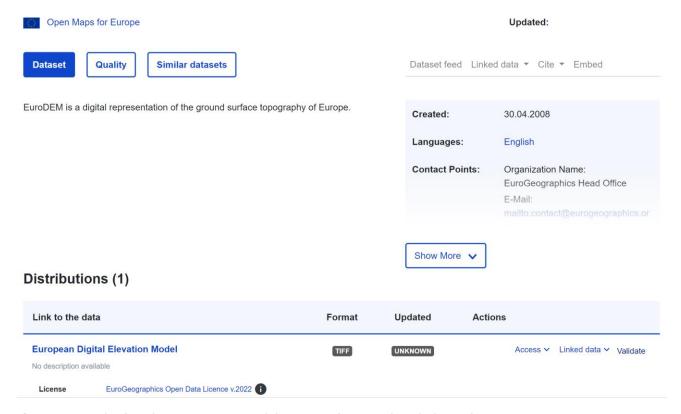


Figure 2: Screenshot from the European Data Portal showcasing information about the licence for EuroDEM.



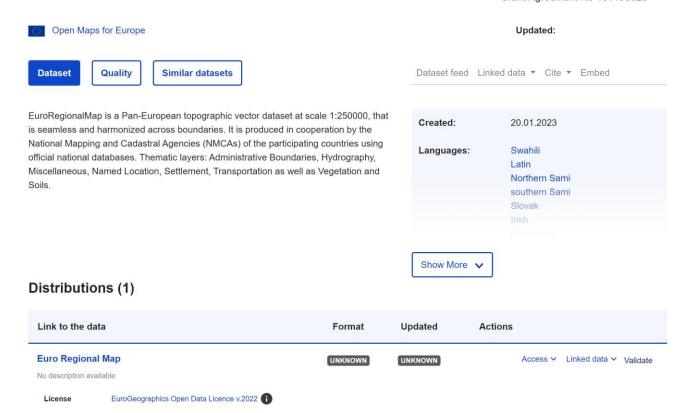


Figure 3: Screenshot from the European Data Portal showcasing information about the licence for ERM.





Step 4: Re-adjusting metadata

Since the Open Gazetteer metadata did not display correctly (it did not have any distribution details, neither the license information nor the link) for the Open Gazetteer dataset, an investigation was opened into what caused this irregularity. Both technical teams of EuroGeographics and the Publications Office of the European Union were asked for input.

Comments from technical team of the Publications Office of the EU:

"We haven't found the <gmd:transferOptions> element that provides information about the options available for transferring the resource. This element should be inside the <gmd:distributionInfo>."

"When ISO 19139 metadata is harvested for data.europa.eu it is transferred to the DCAT-AP format. The links datasets define in the *gmd:distributionInfo/gmd:MD_Distribution/gmd:transferOptions* are mapped to different fields in the DCAT-AP representation of the metadata depending on the codeListValue defined in the *gmd:function* element. Please note that only *gmd:transferOptions* with the codeListValues 'download', 'offlineAccess' or 'order' are mapped to distributions."

This feedback resulted in a solution being found and implemented.

In parallel, machine-readable metadata for the Open Cadastral Map was prepared.





Step 5: Re-harvest

When the metadata for the Open Gazetteer and the Open Cadastral Map had been updated and implemented, the metadata were harvested by the EDP. This time is worked well and all EuroGeographics datasets now have machine-readable open data licence included in their metadata and visible on the European Data Portal (see images below).

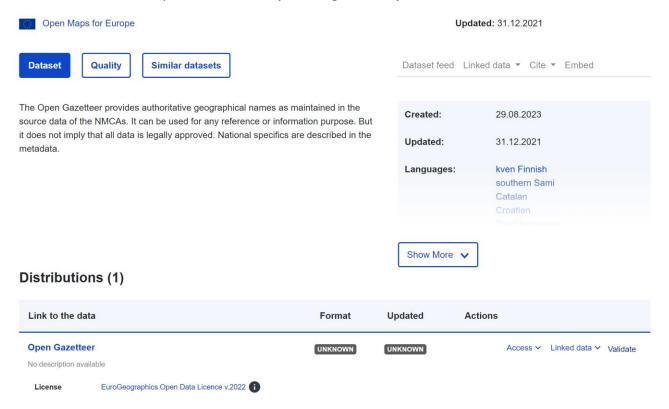


Figure 4: Screenshot from the European Data Portal showcasing information about the licence for the Open Gazetteer.



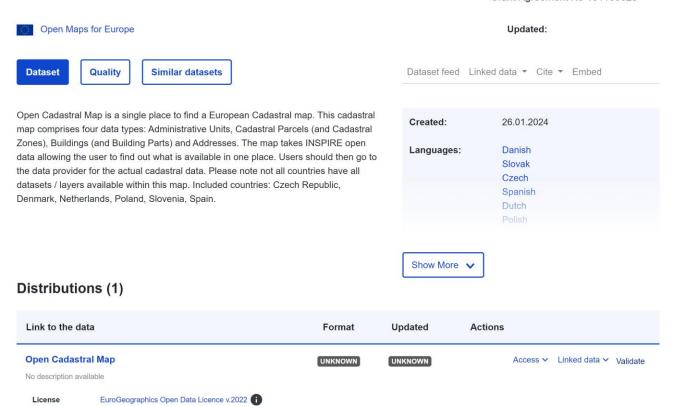


Figure 5: Screenshot from the European Data Portal showcasing information about the licence for the Open Cadastral Map.





Summary

The OME2 Deliverable D3.2 ensures the EuroGeographics Open Data License is machine-readable and integrated into the European Data Portal (EDP). This milestone improves accessibility and usability of key pan-European datasets, including EuroDEM, Open Gazetteer, and the High Value Large Scale Prototype. The licensing process involved multiple steps: adding the license to EDP, adjusting metadata for compliance, and coordinating successful data harvests. The harmonized license allows end-users to access and use data freely while ensuring attribution and preventing misuse.

Additionally, tools developed under the OME2 project, such as harmonization and edge-matching tools, have been released under open-source licenses (MIT and GPL-3.0). This strategic licensing approach supports innovation, technical development, and broad accessibility across stakeholders.

With the completion of this deliverable, EuroGeographics strengthens its commitment to open data, enabling greater societal and economic benefits through reliable, harmonised geospatial datasets.





Annex 1 - EuroGeographics open data license

EuroGeographics Open Data Licence

This licence governs your access to and use of EuroGlobalMap, EuroRegionalMap, EuroDEM Open Gazetteer, Open Cadastral Map and the High-value large-scale pan European prototype made available at https://www.mapsforeurope.org/licence by

EuroGeographics. EuroGeographics AISBL is an international non-profit association under Belgian law, with registered offices at Rue du nord / Noordstraat 76, 1000 Brussels, Belgium.

The Dataset (as defined below) is protected by copyright and other applicable laws. The Dataset is provided under the terms of this licence, which you accept by using the Dataset and accepting the terms of the licence.

Definitions

In this licence, the terms below have the following meanings:

- The "Dataset" means the EuroGlobalMap, EuroRegionalMap, EuroDEM, Open Gazetteer, Open Cadastral Map and the High-value large-scale pan European prototype, and the associated data, protected by international copyright and/or the database producer's right.
- 'Licensor' means EuroGeographics and/or and its members, who jointly own the intellectual property rights on the Dataset.
- 'Use of the Dataset' means any act for any legal purpose, including commercial exploitation restricted by copyright or database rights, which includes: o Reproduction: to make a tangible copy of the Dataset or of an Adaptation by any means and in any form, on any support;
- Communication to the public: to spread the Dataset or an Adaptation to the public in an intangible form, by any means, in a linear way or on the individual demand of the end-user;
- Distribution: to spread tangible copies of the Dataset or of the Adaptation among the public;
 Adaptation: to alter, arrange, derive or modify the Dataset, for example, by combining it with other creations, information or works, or by including it in your own product or application.
- Extraction: to transfer all or a substantial part of the Dataset or an Adaptation to another medium by any means or in any form, in a permanent or temporary way;
- Reutilisation: to make available to the public all or a substantial part of the Dataset or an Adaptation by the distribution of copies, by renting, by on-line or other forms of transmission.
- 'You' means the natural or legal person, or body of persons, corporate or incorporate, acquiring rights under this licence.

Where these "Uses" are defined by law and such legal definitions are more favourable to Licensor, the legal definition will apply.





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Restrictions

• You may use the Datasets as described above, on condition that You acknowledge the intellectual rights and the source of the Dataset, by including the following attribution statement within every use of the Dataset:

"This dataset includes Intellectual Property from European National Mapping and Cadastral Authorities and is licensed on behalf of these by EuroGeographics. Original dataset is available for free at https://www.mapsforeurope.org. Terms of the licence available at https://www.mapsforeurope.org/licence. All attribution statements can be found here

In case the long statement above cannot be used, you may use the following short form: "©EuroGeographics 2024.

All attribution statements can be found here.

- You must include the same acknowledgement requirement in any sub-licences that you grant, and a requirement that any further sub-licences do the same. In the sub-licences you and the sub-licensee may not impose any additional and different conditions, or apply any measures that restrict the exercise of the rights granted under this license.
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- Although You are entitled to create Adaptations of the Dataset, You may not mutilate or distort
 the Dataset in a way that is prejudicial to the honour and the reputation of the Licensor or any
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 information contained therein becomes erroneous, misleading, scientifically incorrect and illegal.

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Applicable Law

This licence is exclusively governed by the laws of Belgium. The courts of Brussels, Belgium, alone are competent to decide any litigation arising from the application of this licence.