



## LICENSE MODELS - BEST PRACTICE CHECKLIST

To make mobility data available to third parties, license models are often indispensable, to clearly set-out the rights and responsibilities of license giver and taker. Drawing from its experience across 6 domains, ITS makes the following observations and recommendations:

1. License models are important but this may often be only for a transition period, as there is a clear tendency in Europe to make the models as simple as possible and even to discard them completely at some point in time. After all, mobility data are often already in the public domain, but are simply not (very) accessible. As such we see the following evolution:
  - a. License models that need to be agreed and signed by both parties
  - b. Click-use licenses that need to be accepted by the license taker, during which process he provides his identity
  - c. License models that impose only a formal acknowledgment, linked to the product or service, the source of the data that were used
  - d. Data are accessible without license.

The first question that should be asked is therefore: **Is the use of a license model really necessary?** If the use of a license model can be avoided, the jobs of license givers and takers become much more simple.

If a license is needed, the following issues are of importance.

2. **Do we allow sub-licenses?** As many business models rely on an ability to grant sub-licenses, excluding the use of such sub-licenses can seriously hamper the re-use of data. Two elegant ways to handle sub-licenses we observed are:
  - a. To allow sublicenses for datasets that enrich the source data
  - b. To allow license takers to sublicense, subject to informing the license giver of the identity of sublicense takers with a confirmation that they have



formally accepted the same conditions (note that this makes it even more important to keep the license model as simple as possible).

3. **How to avoid unintended use of data?** Rather than foreseeing that the data can only be used for one specific application, and foreseeing very broad exclusions such as “the use of the data must comply with the policy of the license giver”, more acceptable ways to avoid unintended use of the data are:
  - a. To foresee a general clause that no abuse of data is allowed (preferred)
  - b. To foresee a list of purposes for which the data can *not* be used - here, it can also be considered that the license model refers to a list on a website that can be updated.
4. **Do we need to time-constrain the use of data?** We advise not to do so and to foresee automatic renewals, as this avoids often unnecessary overhead both at the side of license taker and on the side of license giver.
5. **What administrative reporting do we need to foresee?** We advise not to impose unnecessary administrative reporting; instead, the right to ask for specific reports when needed could be foreseen.
6. **What do we need to charge for the data?** We advise to consider not to charge for the data, as this drives small but creative users out of the market and the beneficial effects of enabled services are likely to be much higher than the revenue generated by charging for the data. An interesting model could be to charge high-volume users with special requests (in essence the basic use of data is free, but additional services are paying).
7. **Do we insist on our brand to be visibly present in the enabled product?** We advise not to insist on this but to instead rely on a formal acknowledgment, linked to the product or service, of the source of the data that was used.