

Government Open Data Use License - India
National Data Sharing and Accessibility Policy
Government of India

1. Preamble

Structured data available in open format and open license for public access and use, usually termed as “Open Data,” is of prime importance in the contemporary world. Data also is one of the most valuable resources of modern governance, sharing of which enables various and non-exclusive usages for both commercial and non-commercial purposes. Licenses, however, are crucial to ensure that such data is not misused or misinterpreted (for example, by insisting on proper attribution), and that all users have the same and permanent right to use the data.

The open government data initiative started in India with the notification of the National Data Sharing and Accessibility Policy (NDSAP), submitted to the Union Cabinet by the Department of Science and Technology, on 17th March 2012.¹ The NDSAP identified the Department of Electronics & Information Technology (DeitY) as the nodal department for the implementation of the policy through National Informatics Centre, while the Department of Science and Technology continues to be the nodal department on policy matters. In pursuance of the Policy, the Open Government Data Platform India² was launched in 2012.

While, the appropriate open formats and related aspects for implementation of the Policy has been defined in the “NDSAP Implementation Guidelines” prepared by an inter-ministerial Task Force constituted by the National Informatics Centre,³ the open license for data sets published under NDSAP and through the OGD Platform remained unspecified till now.

¹ Ministry of Science and Technology. 2012. National Data Sharing and Accessibility Policy (NDSAP) 2012. Gazette of India. March 17. <http://data.gov.in/sites/default/files/NDSAP.pdf>.

² See: <https://data.gov.in/>.

³ See section 3.2 of the Implementation Guidelines for National Data Sharing and Accessibility Policy (NDSAP) Version 2.2. https://data.gov.in/sites/default/files/NDSAP_Implementation_Guidelines_2.2.pdf.

2. Definitions

- a. **“Data”** means a representation of Information, numerical compilations and observations, documents, facts, maps, images, charts, tables and figures, concepts in digital and/or analog form, and includes metadata ⁴, that is all information about data, and/or clarificatory notes provided by data provider(s), without which the data concerned cannot be interpreted or used.⁵
- b. **“Information”** means processed data.⁶
- c. **“Data Provider(s)”** means person(s) publishing and providing the data under this license.
- d. **“License”** means this document.
- e. **“Licensor”** means any data provider(s) that has the authority to offer the data concerned under the terms of this licence.
- f. **“User”** means natural or legal persons, or body of persons corporate or incorporate, acquiring rights in the data (whether the data is obtained directly from the licensor or otherwise) under this licence.
- g. **“Use”** includes lawful distribution, making copies, adaptation, and all modification and representation of the data, subject to the provisions of this License.
- h. **“Adapt”** means to transform, build upon, or to make any use of the data by its re-arrangement or alteration.⁷
- i. **“Redistribute”** means sharing of the data by the user, either in original or in adapted form (including a subset of the original data), accompanied by appropriate attribute statement, under the same or other suitable license.
- j. **“Attribution Statement”** means a standard notice to be published by all users of data published under this license, that contains the details of the provider, source, and license of the data concerned.⁸
- k. **“Personal Information”** means any Information that relates to a natural person, which, either directly or indirectly, in combination with other Information available or likely to be available with a body corporate, is capable of identifying such person.⁹

⁴ See section 2.1 of NDSAP 2012.

⁵ See section 2.6 of NDSAP 2012.

⁶ See section 2.7 of NDSAP 2012.

⁷ See section 2 (a) of Indian Copyright Act 1957.

<http://copyright.gov.in/Documents/CopyrightRules1957.pdf>.

⁸ The template of the attribution statement is given in section 5 of the license.

⁹ See section 2 (i) of Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011.

http://deity.gov.in/sites/upload_files/dit/files/GSR313E_10511%281%29.pdf.

3. Permissible Use of Data

Subject to the conditions listed under section 7, the user may:

- a. Access, use, adapt, and redistribute data published under this license for all lawful and non-exclusive purposes, without payment of any royalty or fee;
- b. Apply this license worldwide, and in perpetuity;
- c. Access, study, copy, share, adapt, publish, redistribute and transmit the data in any medium or format; and
- d. Use, adapt, and redistribute the data, either in itself, or by combining it with other data, or by including it within a product/application/service, for all commercial and/or non-commercial purposes.

4. Terms and Conditions of Use of Data

- a. **Attribution:** The user must acknowledge the provider, source, and license of data by explicitly publishing the attribution statement, including the DOI (Digital Object Identifier), or the URL (Uniform Resource Locator), or the URI (Uniform Resource Identifier) of the data concerned.
 - b. **Attribution of Multiple Data:** If the user is using multiple data together and/or listing of sources of multiple data is not possible, the user may provide a link to a separate page/list that includes the attribution statements and specific URL/URI of all data used.
 - c. **Non-endorsement:** The User must not indicate or suggest in any manner that the data provider(s) endorses their use and/or the user.
 - d. **No Warranty:** The data provider(s) are not liable for any errors or omissions, and will not under any circumstances be liable for any direct, indirect, special, incidental, consequential, or other loss, injury or damage caused by its use or otherwise arising in connection with this license or the data, even if specifically advised of the possibility of such loss, injury or damage. Under any circumstances, the user may not hold the data provider(s) responsible for: i) any error, omission or loss of data, and/or ii) any undesirable consequences due to the use of the data as part of an application/product/service (including violation of any prevalent law).
 - e. **Permanent Disclosure and Versioning:** The data provider(s) will ensure that a data package once published under this license will always remain publicly available for reference and use. If an already published data is updated by the
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provider, then the earlier version(s) must also be kept publicly available with appropriate versioning, in accordance with the archival policy of the National Informatics Centre.

- f. **Continuity of Provision:** The data provider(s) will strive for continuously updating the data concerned, as new data regarding the same becomes available. However, the data provider(s) do not guarantee the continued supply of updated or up-to-date versions of the data, and will not be held liable in case the continued supply of updated data is not provided.

5. Template for Attribution Statement

Unless the user is citing the data using an internationally accepted data citation format,¹⁰ an attribution notice in the following format must be explicitly included:

“Data has been published by [Name of Data Provider] and sourced from Open Government Data (OGD) Platform of India: [Name of Data]. ([date of Publication :dd/mm/yyyy]) .[DOI / URL / URI]. Published under Open Government Data License - India: [URL of Open Data License – India].”

For example, “Data has been published by Ministry of Statistics and Programme Implementation and sourced from Open Government Data (OGD) Platform of India: Overall Balance of Payments. (08/09/2015) . <https://data.gov.in/catalog/overall-balance-payments>. Published under Open Government Data License - India: [URL of Open Data License - India].”

6. Exemptions

The license does not grant the right to access, use, adapt, and redistribute the following kinds of data:

- a. Personal information;
- b. Data that the data provider(s) is not authorised to licence;
- c. Names, crests, logos and other official symbols of the data provider(s);

¹⁰ For example, those listed in the DOI Citation Formatter tool developed by DataCite, CrossRef and others: <http://crosscite.org/citeproc/>.

- d. Data subject to other intellectual property rights, including patents, trademarks and official marks;
- e. Military insignia;
- f. Identity documents; and
- g. Any data publication of which may violate section 8 of the Right to Information Act, 2005.¹¹

7. Termination

- a. Failure to comply with stipulated terms and conditions will cause the user's rights under this license to end automatically.
- b. Where the user's rights to use data have terminated under the aforementioned clauses or any other Indian law, it reinstates:
 - i. automatically, as of the date the violation is cured, provided it is cured within 30 days of the discovery of the violation; or
 - ii. upon express reinstatement by the Licensor.
- c. For avoidance of doubt, this section does not affect any rights the licensor may have to seek remedies for violation of this license.

8. Dispute Redressal Mechanism

Any difference of opinion and/or dispute arising out of this license may be referred to the arbitrator appointed by the law secretary.

9. Governing Law

This license is governed by Indian law, and the copyright of any data shared under this license vests with the licensor, under the Indian Copyright Act.

¹¹ See: <http://rti.gov.in/webactrti.htm>.