

## DELIVERABLE

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### D 9.3: A Sustainable Framework Agreement

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**Authors:**

Laila Aslesen (Kartverket)  
Sara Hugelier (KU Leuven)  
Ashley Wright (Ordnance Survey GB)  
Dick Eertink (Kadaster)  
Tomas-Martin Holtan (Kartverket)  
Sallie White (EuroGeographics)

**With help and contribution from:**

Antti Jakobsson (NLS Finland)  
Bastiaan van Loenen (Delft)  
Dave Lovell (EuroGeographics)  
Frederique Williams (IGNF)  
Simone Holst (Miljøministeriet, Denmark)  
Tanguy de Léstre (KU Leuven)  
Neil Sutherland (Ordnance Survey GB)

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### **Statement of originality:**

This deliverable contains original unpublished work except where clearly indicated otherwise. Acknowledgement of previously-published material and of the work of others has been made through appropriate citation, quotation or both.

# D 9.3:A sustainable Framework Agreement

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## A description of the framework for the ELF Business Models

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## I Executive summary

The deliverable is titled as a sustainable framework agreement. In reality we have identified a number of agreements as necessary for the framework to be put in place. What was originally entitled the framework agreement is now called the Data Provider agreement, which is the absolute prerequisite for being able to operate the platform. A draft agreement is provided in Annex 1, this is an adaptation of the existing agreement on the EuroGeographics products. In Annex 2 is a draft for Application and Affiliated Platform Agreement.

The first and foremost question is what will make the framework agreement for ELF sustainable? Our answer is that it is an agreement which will ensure delivery of data through the platform. Work thus far suggests that the ELF platform will need more than one business model in order to have a sustainable future. However, in order to simplify the running of the platform, we recognise that we must deliver only the ones that support the aims of the platform by enabling access to data via services.

The ELF platform is a technical framework for the ELF Services. Providing this framework will facilitate new business opportunities for the ELF Data Owners and their customers, and allow them to expand their business and demonstrate the usefulness of their data and activities to their governments.

The main purpose of ELF is to provide end users and application developers with access to edge matched, harmonised cross border authoritative geospatial reference data on acceptable licensing terms at affordable cost. This is something that requires a co-ordination of technical, administrative and legal nature which individual data owners cannot achieve on their own.

It is important that the ELF Data Owners are committed to ELF and are prepared to license national data and services through the platform over the long term. The benefit to everyone is that we can provide a European solution which adds value to the data and provides a much-needed platform for public use and commercial development based on authoritative European reference data.

It is up to others to make use of the platform with our help and guidance. Application Owners and Affiliated Platforms should make the services available to the public on the terms of their agreement with the ELF Platform Manager. This will also include agreed terms on end-user licensing, which will vary with the business models that the Application Owner wants to utilise to tailor their application to the needs of the End-users.

The platform offerings are based on services for which the end-users will need an application, or at least appropriate desktop software, to utilise. Consequently development of applications and affiliated platforms has been an important focus of the ELF project.

Due to a number of technical issues requiring longer to clarify than anticipated, the development of business models is also late compared with what was planned. To discuss licensing issues when we do not know what we are licensing for is not possible. With the architecture now being clear and the vision for ELF agreed and documented, it has been possible to start looking at the business models in a general framework perspective, to provide the first proposals and to provide a draft for the agreements that need to be in place to support them. Now that we are starting to have services in place, we can also look at testing these in practice.

The user of the platform services will need some form of application or desktop software to utilise the services. But in this context it is also possible for the end user to approach the platform to browse for what is there either before or after they have settled on the use of software. In most cases the

users will however be application providers in one form or another, either making applications for their own use or for their customers.

Each country with open and/or free data has made its own type of licence. This issue needs to be discussed to try to arrive at a common open licence.

The new aspect of ELF is that it is a service-oriented framework. The main use for, and purpose of, ELF is on-line and mobile applications rather than more traditional map products. The ELF business models should therefore focus on these solutions, and not aim to replace the type of licensing that is done nationally today for more traditional map products. This is also where, from a business point of view, the new challenges lie in the project.

When a service is used in an application, the application user will get data which in many cases they will want to reuse. This can be the whole point of the application (producing a web map or report) or it could be additional (screen dumps). The licensing must include this. It is important that this is clearly defined, but at the same time flexible for new uses, to enable long term agreements with both data owners and application owners.

## 2 Introduction

The title of this document is a sustainable framework agreement. It has always been the most important task of WP 9 to ensure not only that we have the policy to support the business models, but a solid foundation in a set of agreements that will support the running of the platform.

To create suitable agreements does of course require an understanding of what the agreements are needed for and how they are intended to work. To that end this document includes additional context to support the creation of the proposed agreements.

When we talked about the Framework Agreement in the project description, we were referring to the agreements with the data providers/owners along the lines of the Framework Licensing Agreement (FLA) that EuroGeographics has with the NMCAs today. To distinguish between these and the other agreements necessary for ELF we have called this the ELF Data Provider Agreement. Other agreements that are necessary are standard agreements for Application Owners and Affiliated Platform Owners, as well as a Terms of Service (D9.2) and standard license terms for end-users.

The first and foremost question is what will make the framework agreement for ELF sustainable? Our answer is that it is an agreement which will ensure delivery of data through the platform. The focus of the work in the first year of the ELF project was therefore on the ELF Data Provider Agreements. Secondly, we need to consider the progress of the ELF project, and for that it is necessary to have a suggested framework for business models and at least one proposed model available as soon as possible. Work thus far suggests that the ELF platform will need more than one business model in order to have a sustainable future. However, in order to simplify the running of the platform, we recognise that we must deliver only ones that support the aims of the platform by enabling access to data via services.

As described in Chapter 4.1 the development has been somewhat delayed due to other circumstances.

The most appropriate business models will have to be developed over the ELF project period and beyond. The framework needs to be flexible enough to accommodate developing new business models as long as the platform exists.

In Chapter 3 the ELF platform is described. This chapter contains all of the relevant information to develop the data policy.

Chapter 4 is an overview of the progress of the ELF project and how this is influencing the progress of developing a data policy and a framework agreement.

Chapter 5 describes the offerings of the ELF platform: the ELF services and Applications in more detail for the use in the business models.

In Chapter 6 there is a short overview of the datasets provided. For both of these there are detailed technical descriptions in other deliverables from the project.

In Chapter 7 there is a description of the licensing framework for the ELF platform. It describes our approach to licensing open data (7.1) and restricted data (7.2), as well as a proposal for a business model that can combine these for use in applications.

Chapter 8 has a summary of the results so far from the work with use cases in the ELF project.

Finally in Chapter 9 we find the actual agreements with commentary.

### **3 The ELF platform framework and principles**

#### **3.1 Terminology**

The ELF Vision and terminology is described in Deliverable 9.1 (revision 2 for March 2014); it will be referred to throughout this deliverable. The subsequent use of the term ELF Data Provider will refer to whoever provides the data to the platform, whether or not they are the owner of the data.

The term ELF Data Owner is used to signify the Intellectual Property owner of the data, whether or not they are the Data Provider. The ELF Business Model(s) is a description of how the objectives of ELF can be achieved, considering the regulatory, financial and governance context.

In the following, business model(s) refers to the detailed description of how services from the platform can be used within a set of parameters which fulfil the requirements of the ELF Data Owners and meet the demands of the ELF user. It is unlikely that one business model will fulfil all the demands for usage, but in principle a business model should be designed to be flexible enough to provide solutions for as many of the users as possible.

The overall framework for developing the Business Models is described in Chapters 4-7. In section 7.2.2 there is an outline for a detailed business model based on this.

The term Application Owner is used to indicate the legal entity that is using ELF services to provide a service to third parties through an Application. As such, it is a contract partner to the ELF Platform Manager.

An ELF Affiliated platform is a third-party Cloud GIS platform that provides ELF data and ELF services to the users of that affiliated platform. Affiliated Platform Owners is used for the entity that is a contract partner to the ELF Platform Manager.

#### **3.2 Building a business model**

It is important that the ELF Data Owners are committed to ELF and are prepared to license national services through the platform over the long term.

To ensure this continued support, the ELF platform needs to provide full transparency of its terms and conditions. The Data Providers need to know how to provide their data, what will happen to the data once delivered to the platform and what the added value of the ELF platform is for them.

The business models must be built around the requirements set by the ELF Data Owners and the needs of the ELF users. It is necessary for the ELF Data Owners to realise that the end result for the user must be simple and that the overall business structure must be easy to administer from a common platform. This limits the range of options. It does also require an understanding from the users of the need to simplify what can be offered from the platform based on the platform's purpose and functionality. This streamlining of the platforms offer must still be tailored to the needs of the users.

The benefit to everyone is that we can provide a European solution which adds value to the data and provides a much-needed platform for public use and commercial development based on authoritative European reference data. The added value is described in chapter 5.

### 3.3 ELF - a technical framework

The European Location Framework is a technical infrastructure which delivers authoritative, interoperable, cross-border geospatial reference data for analysing and understanding information connected to places and features. The technical architecture is described in other project deliverables.

The ELF platform is a technical framework for the ELF Services. Providing this framework will facilitate new business opportunities for the ELF Data Owners and their customers, and allow them to expand their business and demonstrate the usefulness of their data and activities to their governments.

It is up to others to make use of the platform with our help and guidance. Ideally, Application Owners and Affiliated Platforms should make the services available to the public on the terms of their agreement with the Platform Manager. This will also include agreed terms on end-user licensing, which will vary with the business models that the Application Owner wants to utilise to tailor their application to the needs of the End-users. See chapter 7 in D9.1 *A Sustainable Policy*.

An important target market for the platform is major European users who may not want to commit to the use of any particular application provider, although they will be likely to have third parties setting up services for them. The business models therefore have to take into account that there must be a solution for them as well.

The Platform Manager may therefore be contracting in three different ways. The first concerns the existing European products which are being distributed by EuroGeographics; this will for now be based on the existing agreements with the data providers. The second is contracting with the ELF Application Owners to ensure access to the ELF Services through the platform. The third will be contracting directly with major European users.

Whichever of these ways is used to contract with users the access to the services will be through the ELF platform access system, which will be set up as a state-of-the-art security and access system that will meet industry standards for keeping data secure.

### 3.4 What are the benefits of ELF?

The main purpose of ELF is to provide end users and application developers with access to edge matched, harmonised cross border authoritative geospatial reference data on acceptable licensing terms at affordable cost. This is something that requires a co-ordination of technical, administrative and legal nature which individual data owners cannot achieve on their own.

Consequently, the unique selling point for the individual ELF Data Owner is the possibility to offer a service they are unable to provide on their own. ELF will support and encourage all providers of map-based services to incorporate the data provided by national authorities by delivering a better service, on which to base their operations, than the individual data owners could do. This will increase their customer base and simplify their tasks.

The priority for the ELF is not the licensing for download of large datasets such as a whole country or a complete theme, but rather providing access to that data through services. Users holding large datasets often find them difficult to manage, expensive to maintain and cumbersome to use. Using *Data as a Service* (DaaS) type solutions reduces the cost to users, simplifies their processes and speeds up their work.

The ELF will provide an opportunity for many commercial affiliated platform providers; one of which, ArcGIS Online, has already been implemented in the ELF project.

With DaaS and use on a European level being the main focus of ELF, the business models will focus on this.

### 3.5 How to add value to ELF

The platform offerings are based on services for which the end-users will need an application, or at least appropriate desktop software, to utilise. Consequently development of applications and affiliated platforms has been an important focus of the ELF project. It is necessary to work with future Application Owners and Affiliated platforms to ensure that the business models will suit their purposes.

Some ELF Services and their data will be restricted, and in some cases payment will be necessary. This needs to be integrated into the business models. The Geo Product Finder will guide the Application Owner and Affiliated Platform Owners through their choice of services and usage to a suggested licence with a price tag on. It is necessary to ensure that there will be systems for payment in place when the platform becomes operational.

The normal system when third parties are offering value-added product based on your data is that the payment arrangement is between them and their customers. The best solution from the user point of view is that the ELF Platform Manager operates this on behalf of the Data Providers and ensures that they get the payment they require. This will be the target solution, as this is the only way to achieve a real one-stop shop for ELF services and fulfil the aims of the platform. Whether this will be an e-commerce solution or direct contracting - or both - will need to be decided.

## 4 Priorities and strategies for a business model

### 4.1 The incremental nature of developing ELF

There have been some major issues from the beginning of the ELF project, which greatly influence the development of the ELF platform and the ELF business models. The situation was that we had to take the opportunity to develop ELF when the funds were available, but the timing is in many ways out of sync with other major factors of the development of a European SDI. This will have its consequences and must be factored into the planning.

ELF is based on using the services that the NMCA's have to establish for INSPIRE. This is a win-win, as the project can assist with this and also enhance and add value to the result. The description of how the project can provide technical assistance is described in other deliverables from the project.

However, INSPIRE services do not have to be in place until 2016; while we are asking for services to start up in 2014-15. Consequently, many NMCAs find it difficult to prioritise the development of services, and also to prioritise the project itself.

Another issue, which is delaying the development, is implementation of the INSPIRE specifications. The bottom line is that nobody has tried to do this before, and that is mainly because these specifications have been finalised only very recently. Moreover, they are sophisticated and complex and pose an enormous challenge when it comes to implementation. Simply put, everything is interdependent and therefore the smallest things may delay timely delivery. In addition to this, there are still questions being considered on different interpretations of the regulations.

This has resulted in the discussions and clarification of the platform's architecture and elements taking longer than expected. To discuss licensing issues when we do not know what we are licensing for is not possible. We could have just applied the existing system with some adaptations, but most likely this would not have fitted the platform use and would have created complicated and unmanageable structures.

With the architecture now being clear and the vision for ELF agreed and documented, it has been possible to start looking at the business models in a general framework perspective, to provide the first proposals and to provide a draft for the agreements that need to be in place to support them. Now that we are starting to have services in place, we can also look at testing these in practice.

### 4.2 Priorities for developing the business model

Taking these constraints into account it is necessary to prioritise the development of the business model accordingly and focus on the things that can be done, and are most urgent to do.:

- The focus of WP 9 is to propose a business model for the new ELF products (like ELF Basemap, ELF GeoLocator, ELF Cascading Services and the national INSPIRE services as ELF services). National Services are different in legal nature from the EuroGeographics products, as they are not a joint copyright, but remain the sole copyright of the National Mapping and Cadastral Agency (NMCA) that publishes them.
- For the European products that EuroGeographics publishes under the existing agreements with the NMCAs, EuroGeographics will provide services to ELF based on these agreements. The main issue for WP 9 is therefore to have the national services included in the new ELF products.
- Furthermore, the focus at this point is on developing a model for use in desktop and mobile applications and on affiliated platforms, to enable the project to go out and work with the application owners to promote ELF and find the right solutions, as mentioned over we need to consider the progress of the ELF Project and what is most urgently needed there.

This document therefore considers the business model for contracting with ELF Data Providers in order to use their national services to provide ELF Services from the ELF Platform to the ELF Applications and Affiliated Platforms.

Important inputs are the priorities of including data in the project, which is mostly decided based on use cases. A preliminary analysis of this is available in Deliverable D6.1 and the use cases are being developed by WP 7, see also Chapter 8.

## 5 ELF Services and Applications

### 5.1 Introduction

The user of the platform services will need some form of application or desktop software to utilise the services. But in this context it is also possible for the end user to approach the platform to browse for what is there before or after they have settled on the use of software. In most cases the users will however be application providers in one form or another, either making applications for their own use or for their customers.

From the user's point of view, the ELF platform will appear like this:

1. Use of the ELF Showcase Application and ELF GeoProductFinder will be free of charge and no licence or registration will be required. The user can locate places using an address, geographical name and/or administrative area name using the ELF GeoLocator. The aim is that all ELF services should be able to be viewed as a "sales display", even if there is no free access to the actual service. See chapter 5.6.2.
2. Within the ELF Showcase Application, there will be access to any existing 'open' national WMS or WFS services without registration. User access to restricted national services will require registration and most likely licensing and payment as well.
3. Where the user selects a restricted service, with the help of the Geo Product Finder, they will be presented with options for getting access to these services.

Suitable licensing and payment terms would of course have to be agreed with the data provider, as well as providing an option for the users to test the restricted service before they license it.

### 5.2 ELF Basemap

#### 5.2.1 Description

The ELF Basemap is a WMTS cache service for various uses, including the display of other ELF or thematic content. A WMTS cache consists of tiles, created for a predefined set of zoom levels. For ELF Basemap there will be between 16 and 21 zoom levels. Each zoom level will be generated for a fixed scale level. The ELF Basemap will be populated using the national WFS services (Master Level) and EuroGeographics Global, Regional and Boundary datasets. A generalization process will be investigated to populate the needed zoom levels.

The Basemap will not give access to the vector data, but only to raster images of these datasets. The Basemap is meant as a background map. It will therefore not make use of all datasets that are intended for distribution from the platform, but from a selection that will make a useful basemap.

#### 5.2.2 Business model

One of the aims of the ELF project is to provide a free ELF Basemap of authoritative data for Europe. Considering the differences in business frameworks among the various data providers, it is highly likely that this cannot be achieved straight away. In such a case, the ELF Basemap will be populated at the smaller scales with the European products published by EuroGeographics<sup>1</sup> and the "white spots" will only emerge if the user moves into certain areas and scales. Access to 'white spots' will be available through additional licensing.

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<sup>1</sup> Initially this will probably be ELF Global and the open data in ELF Regional.

It has been suggested that two versions of ELF Basemap be provided; one with only open data and one with 'premium' paid- for data. The 'premium' service would include necessary access control. It has been concluded, following investigation, that the 'premium' service option is not feasible at this point, and ELF Basemap will therefore give access only to tiles where the data owner has agreed to the data being available under open data terms.

It will therefore be suggested to data providers that, even if they require a licence fee for access to the WFS service that will be available separately (see Chapter 6.2), they may wish to consider allowing open access to a raster image version of the service. It would be equivalent to a WMS service, which many organisations are now using as their INSPIRE viewing service. It is recognised though that, in some cases, even these INSPIRE services are not free at the point of use.

### 5.3 ELF Geolocator

#### 5.3.1 Description

ELF Geolocator is a tool to find a location on a map, based on a given geographical name, address or administrative area name. The user of the tool does not get access to the actual data, only to the coordinates where it is located.

If a user searches with an address or a geographical name, they will see in the Showcase application the location of that place and can view the information available in the Showcase Application, but not get access to the address or place name database.

#### 5.3.2 Business model

The aim is to offer ELF Geolocator as a limited free service in conjunction with the ELF Basemap and ELF Showcase Application, and consider a paid service model according to what may be agreed at a later date with the data providers.

### 5.4 ELF Cascading Services

#### 5.4.1 Description

ELF cascading services will be available as

- 1) WMTS offering INSPIRE themes as layers based on national data; or
- 2) WFS offering a single access point for accessing national WFS without having to know who is providing the service.

#### 5.4.2 Business model

Cascading WMTS will be offered free within the Showcase application where this is agreed with the data provider. Cascading WFS will be offered on the terms agreed with the data provider.

### 5.5 Geo Product Finder

#### 5.5.1 Description

The Geo Product Finder (GPF) will allow end users to find and access services directly. However it can also be a useful tool for application providers and public bodies.

The user interface called Geo Product Finder will have the following components:

1. Oskari module for metadata search, including
  - free text search
  - dropdown menus for searching with predefined values, for example INSPIRE themes
  - viewing the found metadata record
  - previewing the dataset
  - delimiting the search with geographical bounding box
  - viewing the geographical area of the dataset
  - comparing two or more metadata records
  - connection to feedback service to allow giving feedback and rating for metadata or dataset and viewing feedback given by other users
  - licence wizard for displaying the licence information and access information (URL link) of the service that provides the information needed to use the data or the actual data
2. A metadata service for harvesting metadata from national geoportals and storing metadata on ELF data products (ELF master etc.). Oskari metadata search module uses CSW API to access the metadata.
3. A feedback service for collecting and storing user feedback and providing the given feedback to the Oskari metadata search module via API
4. A licence management service for storing dataset licence and access information and providing this information to the licence wizard of Oskari metadata search module via API

The initial version of the Metadata search contains at least the basic tools needed for metadata search and viewing. These basic metadata search functionalities will be implemented before the initial launch of the ELF platform in May 2014. The full version of GeoProductFinder is implemented in the official ELF platform launch due in February 2015.

There will also be a licence management service for storing dataset licence and access information and providing this information to the licence wizard of the Oskari metadata search module via an API. This will be implemented through use of Conterra Licence Manager software which also will be used to create the pricing module.

### 5.5.2 Business model

The Geo Product Finder will be available free of charge and without a licence for all users of the ELF platform.

## 5.6 ELF Showcase application

### 5.6.1 Description

The ELF Showcase application is an application built to provide insight into what ELF can deliver. It will not give the user access to raster or vector data, but it will show in a web application a demonstration of what data is available.

### 5.6.2 Business model

The Showcase Application will act as a display window for ELF services. It will enable the users to search for places with the ELF Geolocator and select products with Geo Product Finder. This

application is similar in many ways to what most NMCAs already provide free of charge and without a licence.<sup>2</sup> It is therefore intended to reflect these conditions within the Showcase Application.

It will also be possible to access restricted services through the Showcase Application, but that will require registration. Registration may require licensing and payment.

## 6 ELF Data levels

The ELF Data is limited in thematic scope to topographic, administrative and cadastral reference data. They are described in three parts: Global, Regional and Master.

### 6.1 ELF Global and Regional

#### 6.1.1 Description

ELF Global is EuroGlobalMap at 1:1 million scale, which is available as open data. An overview of the content and of the countries providing it is here: <http://www.eurogeographics.org/products-and-services/euroglobalmap>

ELF Regional is EuroRegionalMap. An overview of the content and the countries providing it is here: <http://www.eurogeographics.org/products-and-services/euroregionalmap>

#### 6.1.2 Access

Access to these datasets in ELF will for now be, as mentioned, according to the existing EuroGeographics agreements. ELF Global is an open data set which will be used in ELF Basemap.

### 6.2 ELF Master – data from the national services

#### 6.2.1 Description

ELF Master is the name for the large scale INSPIRE themes that ELF is aiming to provide.

This is an overview of the datasets that the project is aiming to have in ELF Master at this point. Availability will depend on the data provider setting up the national service (WMS/WFS) and signing a data provider agreement for it. As a starting point, this table provides information on whether this is paid for, free data or contains third party data today.

The list includes all datasets that are wanted for the first version of the platform, although not all of these will be available for a while yet. Partly this is because the data is owned by third parties, some of whom are not NMCAs, and partly it is because of services not yet being available as previously mentioned.

Theme	Countries providing it for ELF	Comments
<b>Administrative units (AU)</b>	France, Spain, Denmark, Sweden, Finland, Belgium, GB, Czech, Poland, Netherlands, Norway, Slovenia	France, Spain, Denmark, Czech, Poland, Netherlands, Finland and Norway have open data (CC BY 4.0). For all others paid data.

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<sup>2</sup> Examples of similar services are Ordnance Surveys *Getamap*: <http://www.getamap.ordnancesurveyleisure.co.uk/>, Kartverkets *Norgeskart* <http://www.norgeskart.no> and Swedish Land Administrations *Kartsøk och ortnavn* <http://kso2.lantmateriet.se/#>

Theme	Countries providing it for ELF	Comments
<b>Hydrography (HY)</b>	France, Spain, Denmark, Sweden, Finland, Belgium, GB, Czech, Poland, Netherlands, Norway, Slovenia	For GB this depends on negotiations with third parties. For Netherlands this is partly paid for, 4 organisations responsible, data from NMCA are open data (CC BY). For Norway and France this is partly paid data. Finland is open data (CC BY). For all others paid data.
<b>Transport Networks (TN)</b>	France, Spain, Denmark, Sweden, Finland, Belgium, GB, Czech, Poland, Netherlands, Norway, Slovenia	For GB this depends on negotiations with third parties. For Netherlands this is partly paid for, 5 organisations responsible, data from NMCA are open data. For France, Denmark and Czech Republic this is partly paid data. For Norway this is partly third party data. Finland and Poland is open data (CC BY). For all others paid data.
<b>Geographical Names (GN)</b>	France, Spain, Denmark, Sweden, Finland, Belgium, GB, Czech, Poland, Netherlands, Norway, Slovenia	For GB this is partly paid data. For Norway, Finland and Netherlands this is open data. For all others paid data.
<b>Cadastral Parcels (CP)</b>	France, Spain, Denmark, Sweden, Finland, Czech, Poland, Netherlands, Norway, Slovenia	Spain is open data. France is partly paid data. Czech, Denmark and Poland is open data. For Germany this is third party data. For all others paid data.
<b>Addresses (AD)</b>	France, Spain, Sweden, Finland, England, Czech, Poland, Netherlands, Norway, Slovenia	Spain is open data. Netherlands, Poland and Czech are open data. For GB this is partly paid data (third party). Finland will provide road address free, building address are paid data (third party). For all others paid data. Sweden has further restrictions for personal data reasons.
<b>Elevation (EL)</b>	France, Spain, Denmark, Sweden, Finland, Belgium, England, Czech, Poland, Norway, Slovenia	For Norway and Netherlands open data. For all others paid data.
<b>Buildings (BD)</b>	France, Spain, Denmark, Sweden, Finland, Belgium, England, Czech Rep., Poland, Netherlands, Norway, Slovenia	For GB and France this is partly paid data. Netherlands, Spain and Finland are open data. For all others paid data. Sweden has further restrictions for personal data reasons.
<b>Governmental Services (GS)</b>	France, Spain, Finland, Poland, Norway, Slovenia	For Finland this is partly paid (third party) data. For all others paid data.

## 6.2.2 Access

ELF Master Data is provided from national services (WMS/WFS).

The national services will be given the access control that is necessary in respect of the agreements with the data providers. To ensure a simplified access there are three options:

1. The service is open and licensed according to a common agreed open licence, tentatively called ELF Open.
2. The service is restricted according to personal data law or similar, i.e. access is only for users who fulfil the requirements for accessing the data.
3. The service is restricted to users who have acquired a licence to them. The details of this are in chapter 7.2. A restricted licence is usually one that requires payment.

It is also possible to have a combination of 2 and 3 if the data in the service is both restricted paid data and regulated by personal data regulations. This is illustrated in Figure 1.

The limitations on access can be different for the same datasets if the service is different. If a dataset is available as both WMS and WFS, the WMS service can be open while the WFS service is restricted; or the WMS is only restricted because of personal data issues, while the WFS also has licence restrictions.

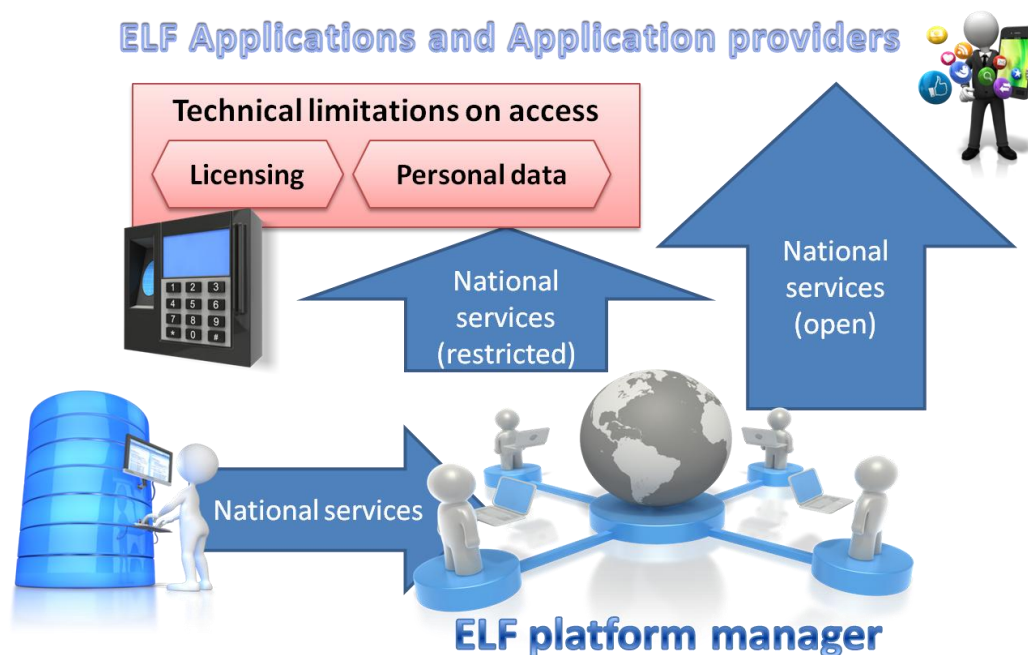


Figure 1 Access to national services

## 7 Licensing

### 7.1 ELF Open data licence

Each country with open and/or free data has made its own type of licence. Some have taken the core licence from others and added some specific elements relating to national policy. As examples, Iceland has chosen a government-type licence that is compatible with Creative Commons version 4.0 and Norway has also chosen to make its own government licence, which will be abandoned in favour of Creative Commons.

The reasons for all these licences are that no licence has completely solved each NMCA's needs. What they all have in common is free use, options for reselling and options for changing and adding value to the data.

Version 4.0 of CC now solves a lot of the issues, especially regarding the protection of data and datasets, but there are still both pros and cons to using a Creative Commons licence. The main advantages to using CC4.0 are:

1. Maintenance; the community develops and manages it.
2. Diversity; this is an international community trying to satisfy every country/ user need. Through this it has a unique advantage in seeing issues outside the NMCA's boundaries.
3. Neutral; it is not the NMCA that tries to constrain the use, etc.

The main issues that have been raised regarding CC4.0 for public information are the following:

- 1) CC licences do not make subtle distinctions between which kinds of re-use you want to allow.

- 2) CC licences cannot be used to make available third-party content unless there is explicit permission for this use. Where there is such unauthorized use, it will be difficult or even impossible to withdraw this material because of the viral nature of CC licence distribution;
- 3) CC licences are irrevocable, which means that they may be withdrawn but this withdrawal only affects the resource after the date of withdrawal.

This issue needs to be discussed to try to arrive at a common open licence whether it is CC or not.

## 7.2 ELF services licence

### 7.2.1 Description

The new aspect of ELF is that it is a service-oriented framework. The main use for, and purpose of, ELF is on-line and mobile applications rather than more traditional map products. The ELF business models should therefore focus on these solutions, and not aim to replace the type of licensing that is done nationally today for more traditional map products. This is also where, from a business point of view, the new challenges lie in the project.

When a service is used in an application, the application user will get data which they in many cases want to reuse. This can be the whole point of the application (producing a web map or report) or it could be additional (screen dumps). The licensing must include this. It is important that this is clearly defined, but at the same time flexible for new uses, to enable long term agreements with both data owners and application owners.

At the same time, the technical framework opens new possibilities for technical solutions that are the reason we think it is necessary to create European-wide licences for NMCA and other INSPIRE-relevant data. It has been done in the past for the NMCAs with small and medium scale products. Moving into large scale data with ELF Master poses a much more challenging situation, both with the licensing and the product definition. Like with the existing European products, these are new fields for the NMCA, but will still have to fit in with their existing policies.

The key to the solution is the modular approach. We need to agree on standard agreement modules which then can be mixed and matched for the various uses, achieving both standardisation and flexibility. This will also help us with another issue. The juxtaposition of needing a simple end result for the user and providing the necessary payment and restriction for many individual data providers means that one cannot license manually without significant delay and irritation for the user. But with the use of an automated licensing system based on modular agreements this could actually be done quickly and with good results. It would still require the data providers to reach an agreement for a common system, but it would allow for the necessary individual requirements.

### 7.2.2 Suggestion for a detailed business model

As an initial starting point, we will focus on a subscription model for Application Owners or Affiliated Platforms to national WMS or WFS services, and how this can be developed into an online process. Included in the agreement with the data provider will also be answer to the questions posed in Chapter 9.3.

When you are offering a service-based model and want to encourage constant and long term use of these services, one way of doing this which is used by many online services, is subscription based models. It is also used for one item at a time products like music or movies, and many provider of geographic information has started to use it, including EuroGeographics.

A subscription model can cater for both those who want to download and those who want to use as they go. The use of subscription will have pros and cons: The main pros are the simplicity of price,

access to the user and a secure knowledge of what the use will cost. It will also encourage use of the service to get incremental updates rather than making one download and perhaps end up with less updated data than what is available. The main con will of course be that, in achieving simplicity, something must be sacrificed; and there is the challenge of creating a technical solution that takes care of the concerns of the data providers. The user must be able to select between a fixed set of subscription models which again needs to provide the revenues necessary to cover the data providers expectations.

The main issue will be use of the data from the service; how that will be reused by the application provider in their products and services. This is a crucial issue for achieving a common set of licensing terms.

In general the issues will fall into three parts:

- How to calculate the subscription fee (period/amount)
- How to determine the licensing terms for use of the service in the particular application
- How to determine the limitations on the re-use of data from the service (which has consequences for price)

Starting the process, the Application Owner will choose from a finite list of options.

<b>Type of subscription</b>	Could be period or volume
<b>Use of services</b>	Streaming or derived products
<b>Reuse of data</b>	Free, limited or no re-use. Use and functionality of the derived product. Identity of the user (commercial/non-commercial/government).

It is important to distinguish between questions designed to deal with pricing and questions designed to deal with personal data issues. A personal data protected dataset can be open data, but only to people who fulfil the legal requirements for access.

If the application provider wants data with personal data protection, a separate set of questions will be applied. To simplify the discussion at this point, we will not consider terms for personal data at this time. These issues will be resolved at such time as services that contain these types of data are made available to the platform. The application provider will choose a payment or royalty option such as a periodic fee or payment per area of geography licensed. The system will calculate the fee based on what terms the various data providers have. If they have different terms, there must be some type of calculation possible to turn this into a yearly fee for those who don't have that option. For example if one provider has payment based on the number of users, the application provider has to answer some additional questions on calculated number of users in order for the correct price to be calculated.

An example of the process could be:

1. An application provider selects the use of ELF Global, ELF Regional, ELF national WFS services for Transport Networks, Geographical Names and Addresses.
2. The system determines what questions apply. They will take the form of a list of options to select from which describe what they want to do in normal language (not technical or legal).
3. The application provider answers the questions, and the system creates licence terms and calculates a price based on this.
4. Finally, the application provider is presented with an agreement text and a price (along with an offer for a time-limited free test licence).

5. At this point the options are to proceed to a web shop for payment, or contact the Platform Manager for further information (this should be largely replaced by a list of FAQ that needs to be developed along the way).

The system will have a user interface and a technical module that provides the necessary information for the user interface, and generates questions and final terms.

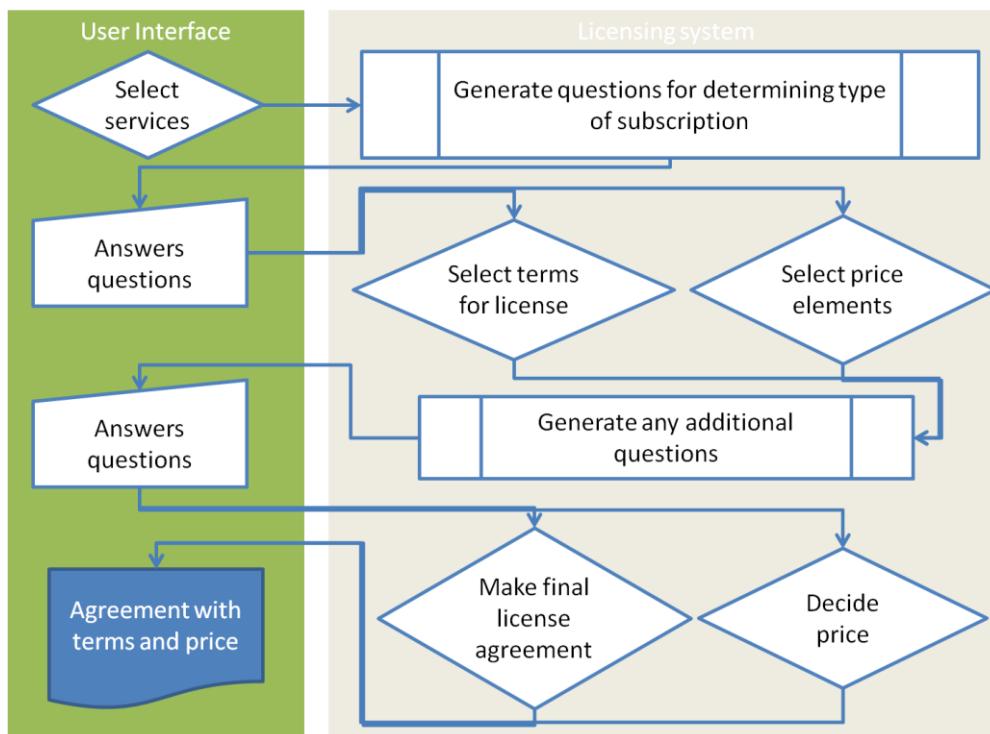


Figure 2 Schematic licensing system with user interface

## 8 ELF Use Cases

### 8.1 Introduction

This chapter includes some of the use cases being developed by WP 7.

### 8.2 ELF Embedded Maps Use

ELF Oskari Platform offers a possibility for the user to create an embedded map to be published in their own web pages.

As an example this option is offered to the users of the Finnish Geoportal who may wish to publish embedded maps with certain functionalities using data services offered in the Geoportal.

A user may desire to combine several data services together. Within ELF, this could mean offering ELF Basemap and some other data services. The Showcase application provides this functionality for the registered users, see Chapter 5.6. As default ELF Basemap, GeoLocator service and ELF Cascading WMTs would be offered.

### 8.3 Insurance Risk Assessment application

The end-user uses the Insurance Risk Assessment application to assess the risk of insuring a commercial or residential property.

The application uses WFS services from ArcGIS Online.

In this case the user is not accessing the data or service directly. They are being provided with an output of the application provider's service. It is highly unlikely that any additional licence will apply to the user.

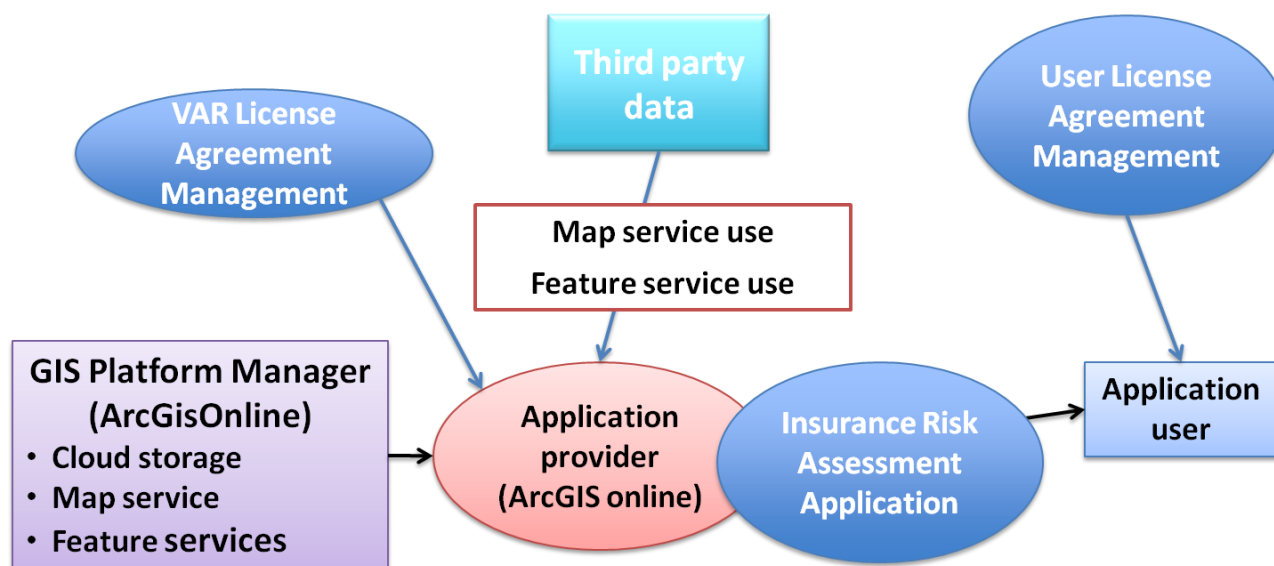


Figure 3 Insurance Risk Assessment Application

## 9 ELF Agreements

### 9.1 Development of agreements

The deliverable is titled as a sustainable framework agreement. A number of agreements are identified as necessary for the framework to be put in place. What was originally entitled the framework agreement is now called the Data Provider agreement, which is the absolute prerequisite for being able to operate the platform.

The terms in the existing EuroGeographics agreements provide the necessary basis for developing the ELF agreements. However, the ELF agreements are for a service-based platform, rather than the licensing of data on a disk, and will therefore be based on different business models from the existing EuroGeographics agreements. This will call for changes if the agreements are to be used as ELF agreements, and the first order of business is to agree with data providers on the actual business model.

This will be developed further in D 9.4, based on the draft agreements included in this document. In addition to the agreements mentioned below, we also need a testing/evaluation licence for the restricted and paid-for data.

### 9.2 Terms of service

ELF Terms of service are the terms for the administrative and technical issues for the platform that users have to deal with.

A preliminary Terms of service was published in D 9.2. A revised version will shortly be ready for the Initial launch. A final version will be available well in advance of our

## 9.3 Data provider agreement

### 9.3.1 Introduction

This is an agreement between the ELF Platform Manager and individual data providers.

Under the Consortium Agreement (CA), all project partners have committed themselves to deliver services for the project. The use of these services is restricted to the project, and will not be made publicly available unless this is agreed with the partner in question.

The CA states that further use of the data and services, outside the project, are subject to the partner's signing a framework agreement. This is what we now call a Data Provider Agreement.

The Data Provider Agreement with the ELF Data Provider describes the terms and conditions for the use of the national services on the ELF platform; see chapter 6.2. As such it will include terms on:

1. Licences that will apply for the various services, including re-use of data from the service and pricing when applicable.
2. Technical terms and applied restrictions to services.
3. General legal terms.

The main choices to be made by the data provider for each national service include:

1. Is this service to be available under ELF Open; i.e. an unrestricted and not paid-for dataset, which the data provider can agree to use the ELF Open licence for?
2. If not, can it still be made viewable in the ELF Showcase Application (chapter 5.6)?
3. If not, can it still be made available for
  - a. ELF Basemap (chapter 5.2), as tiles in a WMTS cache service, which is available under ELF Open?
  - b. ELF GeoLocator (see chapter 5.3) and on which terms?
  - c. ELF Cascading Services (see chapter 5.4) and on which terms?
  - d. For publication of embedded maps (from the Showcase Application) and on which terms?
4. If it is not ELF Open, which of the ELF licences and payment options (see chapter 7.2) can be applied for the WMS/WFS services?

### 9.3.2 Draft agreement

A draft agreement is provided in Annex 1. This is an adaptation of the existing agreement on the EuroGeographics products. Much of the more familiar legal material here can be reused as already agreed, but the use for ELF products requires changes. Since the changes will be influenced by the choices made to support the platform and the business model, there needs to be room for adaptation both during the project and afterwards. There is, however, a strong need to finalise a core agreement as soon as possible.

There are a number of issues that will have practical bearing on the running of the platform, which need to be resolved by the ELF Platform Manager and the ELF Data Providers. These include:

1. Details as to how the platforms will be run. To some extent this needs to be a part of the main agreement, although some of it may be more useful in an annex.
2. Intellectual property infringement procedures. In the current arrangements, EuroGeographics is appointed to deal with this. This is a result of the product being a joint copyright of all parties involved. This will not be the case with ELF, and therefore it is a matter of whether, and to what extent, each will pursue infringement on their own behalf and what the Platform Manager will be responsible for.
3. Liability arrangements between Platform manager and Data provider. This will largely be a function of the distribution of responsibilities and costs.

4. Applicable law and jurisdiction will need to be set, most likely based on the place of business of the ELF Platform Manager or any entity handling licensing on its behalf.

On several points, therefore, this text can be only a starting point for discussions with the data providers, and this is marked clearly in the document.

## **9.4 Application and Affiliated Platform Agreement**

This is an agreement between the ELF Platform manager and value added resellers for the ELF platform. Like the Data Provider Agreement, it is based on the EuroGeographics agreements, and requires adaptations based on consultation with the data providers in order to work as an ELF agreement.

A draft is provided in Annex 2.

## **9.5 End-user licence terms**

As most of the distribution will happen through Application Providers and Affiliated platforms, there needs to be a set of end-user license terms corresponding to each business model. This will be agreed with the Data Provider and included as an Annex to the Application and Affiliated Platform Agreement.

When needed this can be used for an end-user agreement, adding the necessary legal material for an agreement and the appropriate licence terms for the chosen usage.

# Annex I: ELF Data Provider Agreement

**Between:** **ELF Platform Manager**

**And :** [ **Name** ], an organisation having the status of a [ • ] registered under the laws of [ • ] with its registered address [ • ], hereinafter referred to as the **Data Provider**.

## Background and definitions

Each party shall be referred to as “a Party”, both parties may be referred to as “the Parties”. They have agreed to sign this agreement (hereafter “the Agreement”). This Agreement sets out the Framework agreement and understanding between the Parties.

ELF (the European Location Framework) is a technical infrastructure which delivers authoritative, interoperable, cross-border geospatial reference data for analysing and understanding information connected to places and features. ELF builds a geospatial reference infrastructure and provides interoperable reference data and services from national information assets enabling users to build their work on it. It will be the basis for the official framework providing location information needed to geographically reference objects from other domains allowing pan-European interoperability.

The following definitions apply (to be completed)

Term	Definition
<b>ELF Application</b>	<b>Application</b> using <b>ELF data</b> ; often in combination with other data
<b>ELF Data</b>	Reference data available via the ELF platform
<b>ELF Service</b>	Spatial data service operating on <b>ELF data</b>
<b>ELF-Affiliated Platform</b>	Third-party <b>Cloud GIS platform</b> that provides <b>ELF data</b> and <b>ELF services</b>
<b>ELF Platform</b>	<b>ELF services</b> and <b>ELF Applications</b> operated by the <b>ELF Platform Manager</b>
<b>ELF Data Owner</b>	Holds the intellectual property rights to the <b>ELF Data</b> in question.
<b>ELF Data Provider</b>	Legal entity providing <b>ELF data</b> (can be <b>ELF Data Owner</b> or doing it on their behalf)
<b>ELF Business Model</b>	Description of how the objectives of the ELF infrastructure can be achieved, considering the regulatory, financial and governance context
<b>ELF Data Policy</b>	The rules of governance for the ELF infrastructure, including terms of service, data quality, data management, licensing, security and privacy
<b>ELF Licences</b>	The licence terms for using <b>ELF services</b>
<b>ELF Platform Manager</b>	Legal entity responsible for the operations of the <b>ELF Platform</b>
<b>ELF Users</b>	All users including <b>End-users</b> , <b>Distributors</b> and <b>Application Owners</b>
<b>ELF Terms of Service</b>	Terms for the administrative and technical issues for the platform
<b>Reference Data</b>	Spatial data made available by Data Providers to the ELF Platform

## Purpose of this Agreement

This Agreement provides the contractual framework for the protection and exploitation of the Data Provider’s ELF data in ELF services.

The ELF platform manager is responsible for the operations, maintenance and licensing of ELF services according to the ELF Policy and Business Models.

ELF services are described in the annexes of this agreement; they may change and evolve over time subject to the consent of ELF Data providers as detailed at Clause 8

For each new ELF service for which the Data Provider provides ELF data, a product or service annex will be signed and will, except if agreed otherwise in writing, be subject to and become part of this Agreement., save for where Application Providers create additional products and services based upon ELF data.

### *Application of this Agreement*

All Parties support the objectives of this Agreement in relation to their involvement in supplying, using, processing, coordinating, integrating and managing data and the provision, licensing and dissemination of ELF services.

The Parties will make all reasonable efforts to achieve and contribute to the purpose of the Agreement as it is defined in article 1.

This Agreement is governed by, and will be construed in accordance with, Belgium Law.

### *Rights, responsibilities and obligations*

Both Parties will:

1. Indicate when restrictions on access exist in accordance with national or European legislation.
2. Indicate when Confidential information is provided.
3. Keep Confidential information of the Disclosing Party with at least the same level of security as for their own Confidential information.
4. Disclose Confidential information only to their employees and contractors who need access to such information in accordance with this Agreement.
5. Disclose Confidential information only if they are required by national or European laws or by courts or habilitated authorities orders to do so and immediately inform the Disclosing Party in this case.
6. Ensure that employees and contractors having access to Confidential information are bound by confidentiality obligations equivalent to those set out in this Agreement.
7. Keep personal information and data adequately protected as required by relevant laws.
8. Co-operate to prevent, stop and avoid the occurrence of any misuse or abuse of the ELF data and services.
9. Be entitled to suspend the performance of all or part of their obligations prevented or delayed by a case of Force Majeure, provided that they immediately inform the other Party and make their best efforts to reduce the negative impact for the other Party of such suspension.
10. Accept that no party shall be liable for failures and shall not have the right to terminate this licence agreement for any delay or failure in performance under this licence agreement if such delay or failure is caused by Force Majeure.
11. Be allowed to subcontract a third party to meet any of their obligations but will remain responsible for ensuring the contractor's compliance with the technical specification and the terms and conditions of this agreement.

ELF Platform manager will:

1. Operate the platform in accordance with the ELF Data Policy and business model
2. Adhere to and enforce all terms agreed in this agreement in the operations of the platform
3. Be responsible for determining and gaining acceptance for changes to the ELF Data Policy and business model

4. Ensure payment of applicable royalties and other fees in respect of the Data Provider's data being made accessible and licensed through the ELF Platform as detailed in Annexe B

ELF Data Providers will:

1. License data, conforming to the technical specification of the ELF Platform, for use by end users, subject to the licensing terms agreed for the platform.
2. Be solely responsible for complying with the IPR of any third parties in the data supplied to ELF Platform Manager and warrant that they have all the rights in the data that they pass to ELF Platform Manager and will indemnify ELF Platform Manager against any infringements of third parties' IPR, where this has occurred as a result of the Data Provider's actions.

### *Intellectual property and infringements thereof*

The Data Providers ELF data and services remains the sole copyright of the Data Owner, unless otherwise agreed in writing herein.

*[The following needs to be determined from the choices made on infringement procedures but if copied from the existing agreements it would look like this]*

The Data Provider appoints ELF Platform Manager to conduct all proceedings and actions relating to the infringement of the Intellectual Property Rights in ELF services and take all reasonable steps to prevent or terminate such infringements of the Data Providers copyright. The Data Providers will be kept promptly informed at all time as to the existence and progress of such cases. The ELF Platform Manager shall not at any time admit liability or otherwise settle or compromise the said claim or action except upon the Data Provider's instructions.

The Data Provider shall have absolute discretion in determining whether it will join personally in any action taken by ELF Platform Manager in respect of the infringements referred to above. If the Data Provider decides to join the action, the Parties will collaborate together and with other concerned Data Provider(s), in good faith, to ensure the efficiency and the consistency of the actions taken.

The Data Provider shall, at the request of ELF Platform Manager, provide all reasonable assistance to ELF Platform Manager (including but not limited to the use of its name in a party to proceedings) in connection with any action or steps to be taken by ELF Platform Manager and the Data Provider shall execute any documents reasonably necessary or desirable for the prosecution of the action instituted against any such infringements or suspected infringements.

### *Liability*

*[The following will have to be determined on the practical and legal arrangements made on operation of the platform, but copied from existing arrangements it would look like this]*

The Data Provider disclaims any liability with respect to the content of ELF Data and services to the maximum extent permitted by law, including but not limited to fitness for any particular purpose, errors, omissions, inaccuracy, completeness, integrity and consistency of ELF Data and services.

The Data Provider reference data and services are provided on "as is" basis, without warranty of any kind, expressed or implied, other than warranties provided in this Agreement. No oral or written advice given by the Data Provider or its agents or employees creates a warranty or in any way increases its liability.

Neither of the Parties shall be liable for economic, commercial or financial loss, loss of data, loss of image, loss of expected profits or savings and for any other indirect or consequential damage. The Data Provider shall not be liable for any damage arising out of reliance upon, use or inability to use reference data and services

Neither or the Parties accepts liability for damages due to the occurrence or transmission of computer viruses. Every User is obliged to employ the latest available virus scanning programs to protect their own hardware and software and to check the data and software transmitted by other users or deposited on the ELF web platform. The ELF Platform Manager shall in any case indemnify the Data Provider against any claims from third parties arising from the infringement of the rights of third parties by the data transferred by the ELF Platform Manager.

The ELF Platform Manager shall be liable for all unauthorised use by any third party, unless it has taken all necessary measures to prevent such use in accordance with the terms of this Agreement.

The aggregate liability of the ELF Platform Manager for any cause arising in connection with this Agreement shall be limited to *[to be determined]*.

Nothing in this Agreement shall have the effect of excluding or limiting the liability of either Party for:

Death or personal injury to the extent it results from negligence, or that of either party's employees or agents in the course of their engagement hereunder; or

Intentional negligence or fraud

### **Confidentiality**

Confidential information is any information declared as such at the time of disclosure.

Where information is given as confidential by one party, the other parties are under a duty not to disclose that information or to use it improperly for its own purposes. The Parties are responsible for any employees or contractors they use in these matters.

No party will be under the obligation to keep information confidential, where that Party is required to disclose such information under national or European law.

The obligations contained in this Clause shall survive the expiry or termination of this Agreement.

### **Amendment and termination**

*[This is again subject to the arrangements made on the operation of the platform. A long term commitment from the ELF Data Providers is necessary, but if copied from existing agreements, this is what it would look like]*

This Agreement may be amended at any stage at the request of any Party and with the agreement of the other Party. The Platform Manager will ensure that any changes to this agreement or its schedules that affect Users, including Application Providers and End Users are reflected in respective agreements without subsequent delay.

Data Providers reserve the right to issue notice of variation to the reference data and services, including any respective licence terms associated with, with no less than 90 days' notice. The ELF Platform Manager will ensure that any such changes are reflected in its licences without subsequent delay

Should the ELF Platform Provider not find such changes acceptable, they may terminate this agreement with 30 days' notice, subject to the receipt by the Data Provider of written notification.

If any ELF Data is removed from the Agreement as a result of a variation under Clause 8.2, then, you shall within 30 days of such variation destroy (or at our option return) all such ELF Data, which you hold or are responsible for (including any such ELF Data embedded in any other material)

This Agreement is concluded for an initial term of 1 year. It may be terminated by either Party by serving a written notice at least one month before the expiration of the initial term. Otherwise, it will be renewed for subsequent licence terms of the same duration as the initial term.

This Agreement may be terminated by either Party with immediate effect if the other Party:

1. Fails to comply with any provisions of this Agreement or Schedule relating to the licensed use of the Licensed Product; or
2. Is made bankrupt; or
3. Enters into liquidation or/any arrangement with its creditors; or
4. Has a receiver or administrator appointed with respect to any of their assets; or
5. Has its ownership or control materially changed; or
6. Fails to meet any target sales volumes as may be agreed between the Parties.

Any Party may terminate this Agreement with immediate effect if the other party is in material breach of its obligations and such breach (i) is an infringement by the ELF Platform Manager of its confidentiality obligations or of the Data Providers IPR or (ii) cannot be remedied or (iii) is not remedied within 60 days from the notice of breach served by the non-defaulting Party.

The Data Provider may suspend the access of the ELF Platform Manager to reference data and services with immediate effect if it has serious reasons to suspect breaches by the VAR of its obligations under this Agreement.

If this Agreement is terminated, the ELF Platform manager shall cease to use reference data and services and return or destroy all copies thereof. The licences granted by the ELF Platform Manager to VARs and End Users shall however continue until the end of the current licence term. All provisions of this Agreement concerning confidentiality, liability and Intellectual Property Rights shall survive its termination.

### **Conflict resolution**

In the event of any dispute over the licence agreement the Parties shall attempt to first resolve the issue by negotiation.

In the event of the said issues not being solved within 3 months from the start of the negotiations, either party may bring the issue to the applicable court of law of Brussels.

Either party may suspend the licence agreement until the dispute is resolved as per clause 8.8. However suspension shall not be taken to mean termination during the period of negotiation or legal judgement.

### **Auditing**

The Platform Provider will keep accurate and up to date records of all transactions relating to all Data Provider reference data and services that are licensed through the Platform.

Data Providers may at reasonable notice request access to such records. The Platform Provider will, at its own expense make available all necessary staff and systems to facilitate such an inspection.

### **Signatures**

#### **Annex(es) to the Agreement**

##### ***Annex A: The Data Providers delivery***

This is a list of the types of services and data content that the provider in question deliver and how it is done. See chapter 6.

### *Annex B: Use in ELF applications and services*

This will include answers to questions 1-3 in chapter 9.3.1.

### *Annex C: Agreed business models*

This is the answers to question 4 in chapter 9.3.1. This will be a description of the agreed ways that the ELF platform can distribute the services delivered by the Data Provider, see chapter 7.2.2 for an example. The business models will describe with application providers and affiliated platforms can do with the products and on what terms. It will also include what is being paid if there is payment as this is an integral part of the business model.

Most likely details of this will be in additional documents, as they may be changed more often than the annex. It is important to have the business models in annexes, as they need to evolve and change more often than it is necessary to change the main agreement.

### *Annex D: Financial arrangements*

This regulates when and how payment is made, and how costs are distributed.

### *Annex E: End- user license terms*

This will include any special terms than must be present in end-user agreements; either it is used by the Application/Affiliated Platform Owner or by the ELF Platform Manager.

# Annex 2: ELF Application and Affiliated Platform Agreement

**Between:** **ELF Platform Manager**

**And :** [ **Name** ], an organisation having the status of a [ • ] registered under the laws of [ • ] with its registered address [ • ], hereinafter referred to as the **Application Owner**.

## Background and definitions

Each party shall be referred to as “a Party”, both parties may be referred to as “the Parties”. They have agreed to sign this agreement (hereafter “the Agreement”). This Agreement sets out the Framework agreement and understanding between the Parties.

ELF (the European Location Framework) is a technical infrastructure which delivers authoritative, interoperable, cross-border geospatial reference data for analysing and understanding information connected to places and features. ELF builds a geospatial reference infrastructure and provides interoperable reference data and services from national information assets enabling users to build their work on it. It will be the basis for the official framework providing location information needed to geographically reference objects from other domains allowing pan-European interoperability.

The following definitions apply (to be completed):

Term	Definition
<b>Application Owner</b>	Legal entity that is using <b>ELF services</b> to provide a service to third parties through an <b>Application</b> .
<b>ELF Application</b>	<b>Application</b> using <b>ELF data</b> ; often in combination with other data
<b>ELF Data</b>	Reference data available via the ELF platform
<b>ELF Service</b>	Spatial data service operating on <b>ELF data</b>
<b>ELF-Affiliated Platform</b>	Third-party <b>Cloud GIS platform</b> that provides <b>ELF data</b> and <b>ELF services</b>
<b>ELF Platform</b>	<b>ELF services</b> and <b>ELF Applications</b> operated by the <b>ELF Platform Manager</b>
<b>ELF Data Owner</b>	Holds the intellectual property rights to the <b>ELF Data</b> in question.
<b>ELF Data Provider</b>	Legal entity providing <b>ELF data</b> (can be <b>ELF Data Owner</b> or doing it on their behalf)
<b>ELF Business Model</b>	Description of how the objectives of the ELF infrastructure can be achieved, considering the regulatory, financial and governance context
<b>ELF Data Policy</b>	The rules of governance for the ELF infrastructure, including terms of service, data quality, data management, licensing, security and privacy
<b>ELF Licences</b>	The licence terms for using <b>ELF services</b>
<b>ELF Platform Manager</b>	Legal entity responsible for the operations of the <b>ELF Platform</b>
<b>ELF Product Description</b>	A description of the offers to the users combining <b>ELF Product Specification</b> and <b>ELF licences</b>
<b>ELF End-users</b>	<b>ELF Users</b> that process and use the <b>ELF Services</b> for themselves or within their organization
<b>Service</b>	Includes all services, also the download services and the <b>ELF data</b> it delivers

<i>Term</i>	<i>Definition</i>
<b>Third Party Data Provider</b>	<b>ELF Data providers</b> who are not ELF project Beneficiaries <sup>3</sup>
<b>ELF Users</b>	All users including <b>End-users, Distributors</b> and <b>Application Owners</b>
<b>ELF End-user Agreement</b>	Agreement on use of <b>ELF data</b> in the <b>ELF services</b> between the <b>ELF Platform Manager</b> and an <b>ELF End-User</b>
<b>ELF Terms of Service</b>	Terms for the administrative and technical issues for the platform
<b>Reference Data</b>	Spatial data made available by Data Providers to the ELF Platform

### *Purpose of this Agreement*

This Framework sets out general terms on which the ELF Platform Manager (licenses digital data and services, hereby referred to as ELF Data and services to Application Owners.

The relevant digital data and services and commercial terms for specific re-uses are identified in Schedules entered into by you and us under this Framework.

### *Grant*

The ELF Platform Manager grants the Application Owner a non-exclusive, non-transferable, temporary, revocable licence to use ELF Data and services for the development and the licensing of Application Providers products or services in accordance with this Agreement.

ELF products and services licensed under this Agreement are described in the annexes of this agreement; such products may evolve over time. For each new ELF product or service licensed to the Application Owner, a product or service annex will be signed between the Parties to this Agreement and will, except if agreed otherwise in writing, be subject to and become part of this Agreement.

### *Rights, responsibilities and obligations*

Both Parties will:

1. Indicate when Confidential information is provided.
2. Keep Confidential information of the Disclosing Party with at least the same level of security as for their own Confidential information.
3. Disclose Confidential information only to their employees and contractors who need access to such information in accordance with this Agreement.
4. Disclose Confidential information only if they are required by national or European laws or by courts or habilitated authorities orders to do so and immediately inform the Disclosing Party in this case.
5. Ensure that employees and contractors having access to Confidential information are bound by confidentiality obligations equivalent to those set out in this Agreement.
6. Keep personal information and data adequately protected as required by relevant laws.
7. Co-operate to prevent, stop and avoid the occurrence of any misuse or abuse of the ELF data and services.
8. Be entitled to suspend the performance of all or part of their obligations prevented or delayed by a case of Force Majeure, provided that they immediately inform the other Party and make their best efforts to reduce the negative impact for the other Party of such suspension.

<sup>3</sup> There are options for joining the project during the project period and those who do will no longer be third parties. The term can also be used if the data is not in an ELF service, but used for products that also use the ELF service.

9. Accept that no party shall be liable for failures and shall not have the right to terminate this licence agreement for any delay or failure in performance under this licence agreement if such delay or failure is caused by Force Majeure.
10. Be allowed to subcontract a third party to meet any of their obligations but will remain responsible for ensuring the contractor's compliance with the technical specification and the terms and conditions of this agreement.

ELF Platform manager will:

1. Provide the Application Owner with access to the most recent version of ELF Data and services.
2. Conduct all proceedings and actions relating to the infringement of the IPR on ELF' Data and services and/or relating to alleged infringement by ELF' Data and services of third parties' IPR; If such infringements or alleged infringements concern both IPR on ELF' and Application Owner's products and services, the proceedings and actions will be jointly conducted by the Parties and the Parties will duly cooperate in this regard.
3. Perform this Agreement under a general "best efforts" obligation ("obligation de moyens / middelenverbintenis").

ELF Platform manager may:

1. In particular, modify its products or services in order to remove certain geographical data in case of termination of the agreements between ELF Platform Manager and the ELF Data Providers. The Application Owner will immediately modify its Application Owner's products and services in order to remove concerned data. This will however not affect the valid licences previously purchased by the End Users, until the end of the current licensing period.
2. Require Application Owner either not to use or to cease to use any of Application Owner's products and services which the ELF Platform Manager reasonably considers to be harmful for to the image or interests of the ELF Platform and/or any of its Data Providers.

ELF Platform manager warrants that:

1. It has no reason to believe that use of ELF Data or services infringes any third party's IPR, and is not aware at the date of signature of this Agreement of any claim alleging that such infringement exists.
2. If ELF services or products infringes any third party's IPR, it will, at its own discretion:
  - Procure from such third party the right to continue using ELF services or products, or
  - Modify or replace the infringing ELF services or products by a non-infringing, functionally equivalent solution, or
  - If none of the above is possible for ELF in commercially and/or technically reasonable conditions, immediately terminate this Agreement.

The Application Owner may :

1. Use the ELF services and Applications in accordance with this agreement and its schedule.
2. License Application Owner's product to End Users, by executing an End User Licence Agreement which complies with this Agreement and subsequent terms detailed within the Schedule.

*[Further additions may depend on business model choice, or may only be in Schedules].*

The Application Owner will:

1. Develop, distribute and license Application Owner's products under its sole responsibility, and comply with all applicable laws, codes of practice and regulations.
2. Pay to ELF Platform Manager the Licence Fees set out in the Schedule.

3. Distribute or communicate Application Owner's product and services with the following acknowledgement [needs to be worked out with Data providers. May not all be NMCA]
4. Deal with all End Users enquiries and complaints relating to the Application Owner's products and services and not pass any such enquiries or complaints to ELF Platform Manager, which shall have no obligation to deal with them. ELF Platform Manager may, at its discretion, deal with any queries received directly from and give the Application Owner all reasonable assistance, but the Application Owner may not refer End Users to ELF Platform Manager without ELF Platform Manager prior written consent.
5. Acknowledge that the IPR in ELF Data and services, including improvements or modifications is licensed by ELF Platform Manager on behalf of its Data Providers.
6. No IPR are transferred or assigned to the Application Owner under this Agreement and all rights not explicitly licensed to the Application Owner are reserved. The Application Owner will own IPR in Application Owner's product and services, but this ownership will not extend to ELF Data and services incorporated therein.
7. Take all necessary and appropriate technical, contractual or other measures, to prevent the unauthorised use of Application Owner's services or products.
8. Maintain accurate, complete and detailed records related to all transactions arising out of this Agreement and provide the ELF Platform Manager with a copy of such records upon simple request.
9. Co-operate with the ELF Platform Manager to prevent, stop and avoid occurrence of any misuse/abuses of ELF data or services
10. Notify the ELF Platform Manager as soon as it suspect any infringement by a third party of any IPR in ELF Data or services, and give the ELF Platform Manager all reasonably required assistance and information in pursuing any such infringement(s).
11. Be solely liable for its use of ELF Data or services and hold the ELF Platform Manager and/or its Data Providers harmless for any claim or action brought by third parties relating to the Application Owner's product and services or to any use of the ELF Platform Manager services or products made by the Application Owner.
12. Co-operate with any audit conducted by <the ELF Platform Manager> or on its behalf according to clause 4.3.4.

The Application Owner may not:

1. Use any part of ELF Data and services in any way or for any purpose other than those expressly permitted by this Agreement or the Schedule.
2. Adapt, develop, translate, decompile, reverse-engineer or otherwise modify the ELF products and services, unless permitted under this Agreement or the Schedule
3. Grant access to ELF Data and services to any third party, unless permitted under this Agreement. The Application Owner's employees shall not be entitled to any rights for personal purposes.
4. Remove or alter any trademark, brand or notice on IPR included by the ELF Platform Manager on ELF Data and services.
5. Remove, alter or circumvent any technical protection system or digital rights management systems which may have been introduced on ELF Data and services, or try to do so.
6. Participate in any illegal, deceptive, misleading or unethical practices or otherwise conduct its business in a manner which would reflect unfavourably on the ELF Data and services and/or on the good name and reputation of the ELF Platform Manager.
7. Unless explicitly provided in this Agreement, act on behalf of the ELF Platform Manager or otherwise give the impression that it is the agent of the ELF Platform Manager, that it has the

power to act on behalf the ELF Platform Manager or in any way pledge the ELF Platform Manager credit.

### *Licence Fees*

The Application Owner agrees to pay to the ELF Platform Manager the Licence Fees set out in this Agreement.

[The details of this will depend on the choice of business model and arrangement of the Platform Managers job]

### *Liability*

Platform Manager disclaims any liability with respect to the content of ELF Data and services to the maximum extent permitted by law, including but not limited to fitness for any particular purpose, errors, omissions, inaccuracy, completeness, integrity and consistency of ELF Data and services.

Platform Manager services and products are provided on “as is” basis, without warranty of any kind, expressed or implied, other than warranties provided in this Agreement. No oral or written advice given by the ELF Platform Manager or its Application Owners, agents or employees creates a warranty or in any way increases its liability.

Neither of the Parties shall be liable for economic, commercial or financial loss, loss of data, loss of image, loss of expected profits or savings and for any other indirect or consequential damage. The ELF Platform Manager shall not be liable for any damage arising out of reliance upon, use or inability to use ELF Data and services

The ELF Platform Manager accepts no liability for damages due to the occurrence or transmission of computer viruses. Every User is obliged to employ the latest available virus scanning programs to protect their own hardware and software and to check the data and software transmitted by other users or deposited on the ELF web platform. The user shall in any case indemnify the ELF Platform Manager against any claims from third parties arising from the infringement of the rights of third parties by the data transferred by the Application Owner.

The Application Owner shall be liable for all unauthorised use by any third party, unless it has taken all necessary measures to prevent such use in accordance with the terms of this Agreement.

The aggregate liability of the ELF Platform Manager for any cause arising in connection with this Agreement shall be limited to [to be determined].

Nothing in this Agreement shall have the effect of excluding or limiting the liability of either Party for:

- death or personal injury to the extent it results from negligence, or that of either party's employees or agents in the course of their engagement hereunder; or
- intentional negligence or fraud.

### *Application of this Agreement*

This Agreement is governed by, and will be construed in accordance with, Belgian Law.

### *Amendment and termination*

The Platform Manager reserves the right to change any part of this agreement with 12 months' notice unless such change is required by law or by our suppliers on less than 12 months' notice or is deemed necessary by us as a result of a Change in Law or the exercise of rights by a third party, or our reasonable anticipation of such a Change in Law or the exercise of such rights, in which case we shall give you such notice as is reasonably practicable in the circumstances.

[the details of this depend on the agreement with Data Providers and the choice of business models]

This Agreement is concluded for an initial term of 1 year. It may be terminated by either Party by serving a written notice at least one month before the expiration of the initial term. Otherwise, it will be renewed for subsequent licence terms of the same duration as the initial term.

This Agreement may be terminated by ELF Platform Manager with immediate effect if the Application Owner:

- fails to comply with any provisions of this Agreement or Schedule relating to the licensed use of the Licensed Product; or
- is made bankrupt; or
- enters into liquidation or/any arrangement with its creditors; or
- has a receiver or administrator appointed with respect to any of their assets; or
- has its ownership or control materially changed;
- fails to meet any target sales volumes as may be agreed between the Parties.

Any Party may terminate this Agreement with immediate effect if the other party is in material breach of its obligations and such breach (i) is an infringement by the Application Owner of its confidentiality obligations or of the ELF Platform Manager and or its Data Providers IPR or (ii) cannot be remedied or (iii) is not remedied within 60 days from the notice of breach served by the non-defaulting Party.

The ELF Platform Manager may suspend the access of the Application Owner to s ELF services and products with immediate effect if it has serious reasons to suspect breaches by the Application Owner of its obligations under this Agreement.

If this Agreement is terminated, the Application Owner shall cease to use ELF- services and products and return or destroy all copies thereof. The licences granted by the Application Owner to End Users shall however continue until the end of the current licence term. All provisions of this Agreement concerning confidentiality, liability and Intellectual Property Rights shall survive its termination.

### **Auditing**

The Application Owner will keep accurate and up to date records of all transactions relating to all Data Provider reference data and services that are licensed through the Application Owner's products and services.

The ELF Platform Manager may at reasonable notice request access to such records. The Application Owner will, at its own expense make available all necessary staff and systems to facilitate such an inspection.

### **Conflict resolution**

In the event of any dispute over the licence agreement the Parties shall attempt to first resolve the issue by negotiation.

In the event of the said issues not being solved within 3 months from the start of the negotiations, either party may bring the issue to the applicable court of law of...