

ODC Public Domain Dedication and Licence (PDDL)

Preamble

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Many databases are covered by copyright. Some jurisdictions, mainly in Europe, have specific special rights that cover databases called the “sui generis” database right. Both of these sets of rights, as well as other legal rights used to protect databases and data, can create uncertainty or practical difficulty for those wishing to share databases and their underlying data but retain a limited amount of rights under a “some rights reserved” approach to licensing as outlined in the Science Commons Protocol for Implementing Open Access Data. As a result, this waiver and licence tries to the fullest extent possible to eliminate or fully license any rights that cover this database and data. Any Community Norms or similar statements of use of the database or data do not form a part of this document, and do not act as a contract for access or other terms of use for the database or data.

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Copyright law, as with most other law under the banner of “intellectual property”, is inherently national law. This means that there exists several differences in how copyright and other IP rights can be relinquished, waived or licensed in the many legal jurisdictions of the world. This is despite much harmonisation of minimum levels of protection. The internet and other communication technologies span these many disparate legal jurisdictions and thus pose special difficulties for a document relinquishing and waiving intellectual property rights, including copyright and database rights, for use by the global community. Because of this feature of intellectual property law, this document first relinquishes the rights and waives the

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The purpose of this document is to enable rightsholders to place their work into the public domain. Unlike licences for free and open source software, free cultural works, or open content licences, rightsholders will not be able to “dual license” their work by releasing the same work under different licences. This is because they have allowed anyone to use the work in whatever way they choose. Rightsholders therefore can’t re-license it under copyright or database rights on different terms because they have nothing left to license. Doing so creates truly accessible data to build rich applications and advance the progress of science and the arts.

This document can cover either or both of the database and its contents (the data). Because databases can have a wide variety of content – not just factual data – rightsholders should use the Open Data Commons – Public Domain Dedication & Licence for an entire database and its contents only if everything can be placed under the terms of this document. Because even factual data can sometimes have intellectual property rights, rightsholders should use this licence to cover both the database and its factual data when making material available under this document; even if it is likely that the data would not be covered by copyright or database rights.

Rightsholders can also use this document to cover any copyright or database rights claims over only a database, and leave the contents to be covered by other licences or documents. They can do this because this document refers to the “Work”, which can be either – or both – the database and its contents. As a result, rightsholders need to clearly state what they are dedicating under this document when they dedicate it.

Just like any licence or other document dealing with intellectual property, rightsholders should be aware that one can only license what one owns. Please ensure that the rights have been cleared to make this material available under this document.

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The Rightsholder (the Person holding rights or claims over the Work) agrees as follows:

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“Copyright” – Includes rights under copyright and under neighbouring rights and similarly related sets of rights under the law of the relevant jurisdiction under Section 6.4.

“Data” – The contents of the Database, which includes the information, independent works, or other material collected into the Database offered under the terms of this Document.

“Database” – A collection of Data arranged in a systematic or methodical way and individually accessible by electronic or other means offered under the terms of this Document.

“Database Right” – Means rights over Data resulting from the Chapter III (“sui generis”) rights in the Database Directive (Directive 96/9/EC of the European Parliament and of the Council of 11 March 1996 on the legal protection of databases) and any future updates as well as any similar rights available in the relevant jurisdiction under Section 6.4.

“Document” – means this relinquishment and waiver of rights and claims and back up licence agreement.

“Person” – Means a natural or legal person or a body of persons corporate or incorporate.

“Use” – As a verb, means doing any act that is restricted by Copyright or Database Rights whether in the original medium or any other; and includes modifying the Work as may be technically necessary to use it in a different mode or format. This includes the right to sublicense the Work.

“Work” – Means either or both of the Database and Data offered under the terms of this Document.

“You” – the Person acquiring rights under the licence elements of this Document.

Words in the singular include the plural and vice versa.

2.0 What this document covers

2.1. Legal effect of this Document. This Document is:

- a. A dedication to the public domain and waiver of Copyright and Database Rights over the Work; and
- b. A licence of Copyright and Database Rights over the Work in jurisdictions that do not allow for relinquishment or waiver.

2.2. Legal rights covered.

- a. **Copyright.** Any copyright or neighbouring rights in the Work. Copyright law varies between jurisdictions, but is likely to cover: the Database model or schema, which is the structure, arrangement, and organisation of the Database, and can also include the Database tables and table indexes; the data entry and output sheets; and the Field names of Data stored in the Database. Copyright may also cover the Data depending on the jurisdiction and type of Data; and

b. **Database Rights.** Database Rights only extend to the extraction and re-utilisation of the whole or a substantial part of the Data. Database Rights can apply even when there is no copyright over the Database. Database Rights can also apply when the Data is removed from the Database and is selected and arranged in a way that would not infringe any applicable copyright.

2.2 Rights not covered.

a. This Document does not apply to computer programs used in the making or operation of the Database;

b. This Document does not cover any patents over the Data or the Database. Please see Section 4.2 later in this Document for further details; and

c. This Document does not cover any trade marks associated with the Database. Please see Section 4.3 later in this Document for further details.

Users of this Database are cautioned that they may have to clear other rights or consult other licences.

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The above relinquishment of rights applies worldwide and includes media and formats now known or created in the future.

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- a. Copyright; and
- b. Database Rights.

To the extent possible in the relevant jurisdiction, the above waiver of rights and claims applies worldwide and includes media and formats now known or created in the future. The Rightsholder agrees not to assert the above rights and waives the right to enforce them over the Work.

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3.4 Moral rights. This section covers moral rights, including the right to be identified as the author of the Work or to object to treatment that would otherwise prejudice the author's honour and reputation, or any other derogatory treatment:

a. For jurisdictions allowing waiver of moral rights, Licensor waives all moral rights that Licensor may have in the Work to the fullest extent possible by the law of the relevant jurisdiction under Section 6.4;

b. If waiver of moral rights under Section 3.4 a in the relevant jurisdiction is not possible, Licensor agrees not to assert any moral rights over the Work and waives all claims in moral rights to the fullest extent possible by the law of the relevant jurisdiction under Section 6.4; and

c. For jurisdictions not allowing waiver or an agreement not to assert moral rights under Section 3.4 a and b, the author may retain their moral rights over the copyrighted aspects of the Work.

Please note that some jurisdictions do not allow for the waiver of moral rights, and so moral rights may still subsist over the work in some jurisdictions.

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4.2 Relationship to patents. This Document does not grant You a licence for any patents that the Rightsholder may own. Users of this Database are cautioned that they may have to clear other rights or consult other licences.

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Part III: General provisions

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

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