



Samuelson-Glushko Canadian Internet Policy and Public Interest Clinic
Clinique d'intérêt public et de politique d'internet du Canada
Samuelson-Glushko

HOW TO REDISTRIBUTE DATASETS FROM OPEN DATA PORTALS

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I. Complying With Multiple Licenses

The open data licenses of different governmental organizations within Canada vary substantially and, in many cases, remain incompatible with one another. If you are a dataset user and wish to combine datasets from multiple sources, this variance and incompatibility may pose a major hurdle. For example, if you are a software developer and create a program that makes use of several different datasets, you may be legally barred from releasing your work.

Fortunately, in many cases, you can still redistribute datasets as long as you keep them apart from one another. By maintaining a layer of separation between different datasets and not combining them, it is possible to keep each dataset under the terms of a separate license and thereby comply with the many different licensing requirements.

This short “how-to” contains specific instructions on how to comply with the redistribution terms of a non-exhaustive set of licenses in Canada, at the time of this document's publication. Please note that data providers often change license terms and you should verify your own compliance against the actual license texts and/or consult a legal professional before relying on the information herein.

The “License.txt” File

The most common way to keep datasets separate is to place each data file, or set of data files, in its own directory. Then, you should follow the convention of supplying a distinct “license.txt” file in each directory where a dataset resides.

Additionally, in the overall license for the software, you should explicitly note that the datasets reside in their own directories and are governed by the terms of a “license.txt” file in each respective location. Some licenses – such as the Service New Brunswick license – also attach stipulations to any works that make use of the data (and this includes the overlying software program). This further requires that you include certain specific terms in the *overall* license for your software.

II. License Terms for Redistribution – Federal & Provincial Datasets

1 *Statistics Canada*

License URL:	http://www.statcan.gc.ca/reference/licence-eng.html
Redistribution permitted?	Yes, with restrictions.
Derivative works permitted?	Yes.

The Statistics Canada Open Licence Agreement allows you to sublicense the data, but only with attribution and under “terms consistent with this agreement”. The most prudent way to maintain consistency with the agreement is to sublicense the data under the exact same terms.

You should keep the data unmerged and separated, sublicensed under the terms of the original agreement. The “license.txt” file should include the following text, which incorporates the original terms by reference:

I. Attribution. Source: Statistics Canada, <name of product>, <reference date>. Reproduced and distributed on an “as is” basis with the permission of Statistics Canada.

[Or, if you have modified the data, include the following attribution text instead]:

Adapted from Statistics Canada, <name of product>, <reference date>. This does not constitute an endorsement by Statistics Canada of this product.

II. Terms of Use. This work is provided under the terms of the Statistics Canada Open Licence Agreement (<http://www12.statcan.gc.ca/census-recensement/2011/geo/bound-limit/license-eng.cfm?lang=e&year=11&type=fed000a&format=a>). Any use of the work other than as authorized under these terms is strictly prohibited.

2 *AltaLIS (Alberta)*

License URL:	http://www.altalis.com/agreement.html
Redistribution permitted?	No.
Derivative works permitted?	N/A.

AltaLIS only grants a license “for internal purposes”. You cannot redistribute this data without further

permission. You may wish to try contacting data@altalis.com to request a license to redistribute the data.

3 *New Brunswick*

License URL:	http://www.snb.ca/gdam-igec/e/2900e_agreement.asp
Redistribution permitted?	Yes, with restrictions.
Derivative works permitted?	Yes.

The Service New Brunswick Data License Agreement permits you to sublicense the data as long as you provide attribution and impose the same terms and conditions of warranty, liability and indemnity (“Section 4.0”). Unfortunately, the broad definition of a “Derivative Product” in the agreement places any software that uses the data under the terms of the agreement – and you must impose a few terms of waiver of liability and indemnity on your software. Note that this will prevent you from placing your software under some open source licenses that prohibit further restrictions, such as GPLv3.

You should place the following text in: (1) the “license.txt” file for the New Brunswick dataset, and (2) within the license for your own software:

I. Attribution. The New Brunswick data was provided by Service New Brunswick (<http://www.snb.ca/>). This attribution does not constitute an endorsement by Service New Brunswick.

II. Warranty, Liability, Indemnity of Service New Brunswick.

1. Except as expressly provided in the “Service New Brunswick Data License Agreement” (http://www.snb.ca/gdam-igec/e/2900e_agreement.asp), this data is provided “As is” without any representations, warranties, guarantees or conditions, of any kind, whether expressed or implied, statutory or otherwise.
2. Service New Brunswick (SNB) makes no representation or warranty of any kind with respect to the accuracy, usefulness, novelty, validity, scope, completeness or currency of the data and expressly disclaims any implied warranty of merchantability or fitness for a particular purpose of the data. SNB does not ensure or warrant compatibility with past, current or future versions of your browser to access the data.
3. The Licensee shall have no recourse against SNB, whether by way of any suit or action, for any loss, liability, damage or cost that the Licensee may suffer or incur at any time, by reason of the Licensee’s possession or use of the data.
4. The Licensee shall indemnify SNB and its officers, employees, agents and contractors from all claims alleging loss, costs, expenses, damages or injuries (including injuries resulting in death) arising out of the Licensee’s possession or use of the

data.

5. The Licensee shall license all individuals (or companies) who obtain data or derivative products from the Licensee the right to use the data or derivative products by way of a license agreement, and that agreement shall impose upon these individuals (or companies) the same terms and conditions as those contained in Section II of this agreement.

6. The Licensee's liability to indemnify SNB under this agreement shall not affect or prejudice SNB from exercising any other rights under law.

7. SNB assumes no obligation to update the data. The data may be changed without notice to the Licensee.

4 *Elections Ontario*

License URL:	http://www.elections.on.ca/en-CA/Tools/ElectoralDistricts/LimitedUseDataProductLicenceAgreement.htm
Redistribution permitted?	No.
Derivative works permitted?	N/A.

Elections Ontario's [Limited Use Data Product License Agreement](#) provides that the data “may only be used by you”. It also explicitly prohibits sublicensing and you cannot redistribute the data without further permission. You may wish to try contacting Election Ontario at info@elections.on.ca to request a license to redistribute the data.

5 *Directeur général des élections du Québec*

License URL:	http://www.electionsquebec.qc.ca/francais/conditions-d-utilisation-de-notre-site-web.php
Redistribution permitted?	Yes, with attribution.
Derivative works permitted?	No.

The terms of use for the website of the Directeur général des élections du Québec grant you permission to reproduce, but not modify, any element of the website for non-commercial purposes. Your only obligation is to attribute copyright.

You should include the following notice in the “license.txt” file:

Attribution: This data is provided by the Directeur général des élections du Québec (<http://www.electionsquebec.qc.ca>), reproduced according to the terms of the "Conditions

d'utilisation de notre site Web"
 (<http://www.electionsguebec.qc.ca/francais/conditions-d-utilisation-de-notre-site-web.php>). Copyright in the work belongs to the Government of Quebec.

6 *GeoSask (Saskatchewan)*

License URL:	https://www.geosask.ca/Portal/jsp/terms_popup.jsp
Redistribution permitted?	Yes, with attribution.
Derivative works permitted?	Yes, for public policy research or educational purposes.

Assuming that the data that you wish to use is in the category of “Unrestricted Data”, the GeoSask license only requires you to provide attribution in order to reproduce it. The additional permission to “use” the data for public policy research or educational purposes likely permits derivative works for these purposes (and this interpretation is supported by the fact that the attribution allows an “adapted from” option).

The “license.txt” file should include the following notice (modify as necessary to refer to the specific data source):

Attribution: Source (or “Adapted from”, if appropriate): Her Majesty In Right Of Saskatchewan or Information Services Corporation of Saskatchewan, (name of Data products), (specific identifiers). The incorporation of data sourced from Her Majesty In Right Of Saskatchewan and/or Information Services Corporation of Saskatchewan, within this product shall not be construed as constituting an endorsement by Her Majesty In Right Of Saskatchewan or Information Services Corporation of Saskatchewan of such product.

7 *Unlicensed Data*

License URL:	N/A.
Redistribution permitted?	No (but see comments below).
Derivative works permitted?	N/A.

Where you receive data from a government body without agreeing to, or otherwise becoming bound by, any license terms – such as where there are no applicable “Terms of Use” restrictions on the applicable website – the data is unlicensed. As long as copyright applies, you cannot reproduce, distribute, or

modify the data other than as permitted under fair dealing (which is unlikely to apply to most cases of broad public dissemination of data).

However, where copyright does not apply, no terms attach to any redistribution of the data. The originality requirement for copyright in Canada requires that there is “skill and judgment” in the creation of a work for copyright to subsist in a work (see *CCH Canadian Ltd. v. Law Society of Upper Canada*, 2004 SCC 13). No copyright applies to pure “data”; thus, in some cases, you may be free to redistribute datasets that are only comprised of data.

The exact threshold for “data” versus a copyrighted work is not clearly defined under Canadian law. Copyright can subsist even in the arrangement of data, and even in short strings of text where skill and judgment is involved. Many typical “open data” datasets are likely to meet the minimum originality threshold for copyright to apply. Thus, your best approach is to request permission to redistribute each unlicensed dataset from the copyright owner.

III. License Terms for Redistribution – Municipal Datasets

1 City of Edmonton

License URL:	http://www.edmonton.ca/city_government/initiatives_innovation/open-data-terms-of-use.aspx
Redistribution permitted?	Yes, with restrictions.
Derivative works permitted?	Yes.

The City of Edmonton permits you to redistribute the data, but only if you include and ensure a person is bound by the same license, with no further terms attached. Unfortunately, this “share-alike” clause is restrictive on your ability to redistribute the datasets. In many cases, it may even be technically infeasible for you to comply with it, as minors without the capacity to agree will never be bound by the agreement. However, a “license.txt” in the same folder should bind most users.

The “license.txt” file should include the following text, which incorporates the original terms by reference:

I. Terms of Use. This work is provided under the terms of the City of Edmonton Open Data Terms of Use (http://www.edmonton.ca/city_government/initiatives_innovation/open-data-terms-of-use.aspx). Any use of the work other than as authorized under these terms is strictly prohibited.

2 City of London

License URL:	http://www.london.ca/d.aspx?s=/Open_Data/Open_Data_Terms_Use.htm
Redistribution permitted?	Yes, with restrictions.

Derivative works permitted?	Yes.
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The City of London permits you to redistribute the data, but only if you include and ensure a person is bound by the same license, with no further terms attached. Unfortunately, this “share-alike” clause is restrictive on your ability to redistribute the datasets. In many cases, it may even be technically infeasible for you to comply with it, as minors without the capacity to agree will never be bound by the agreement. However, a “license.txt” in the same folder should bind most users.

The “license.txt” file should include the following text, which incorporates the original terms by reference:

I. Terms of Use. This work is provided under the terms of “Open Data London – Terms of Use” (http://www.london.ca/d.aspx?s=/Open_Data/Open_Data_Terms_Use.htm). Any use of the work other than as authorized under these terms is strictly prohibited.

3 City of Mississauga

License URL:	http://www.mississauga.ca/file/COM/CityOfMississaugaTermsOfUse.pdf
Redistribution permitted?	Yes, with restrictions.
Derivative works permitted?	Yes.

The City of Mississauga permits you to redistribute the data, but only if you include and ensure a person is bound by the same license, with no further terms attached. Unfortunately, this “share-alike” clause is restrictive on your ability to redistribute the datasets. In many cases, it may even be technically infeasible for you to comply with it, as minors without the capacity to agree will never be bound by the agreement. However, a “license.txt” in the same folder should bind most users.

The “license.txt” file should include the following text, which incorporates the original terms by reference:

I. Terms of Use. This work is provided under the terms of “City of Mississauga – Terms of Use” ([http://www.mississauga.ca/file/COM/CityOfMississaugaTermsOfUse\).pdf](http://www.mississauga.ca/file/COM/CityOfMississaugaTermsOfUse).pdf). Any use of the work other than as authorized under these terms is strictly prohibited.

4 City of Ottawa

License URL:	http://ottawa.ca/online_services/opendata/terms_en.html
Redistribution permitted?	Yes, with restrictions.

Derivative works permitted?	Yes.
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The City of Ottawa permits you to redistribute the data, but only if you include and ensure a person is bound by the same license, with no further terms attached. Unfortunately, this “share-alike” clause is restrictive on your ability to redistribute the datasets. In many cases, it may even be technically infeasible for you to comply with it, as minors without the capacity to agree will never be bound by the agreement. However, a “license.txt” in the same folder should bind most users.

The “license.txt” file should include the following text, which incorporates the original terms by reference:

I. Terms of Use. This work is provided under the terms of “City of Ottawa – Terms of Use” (http://ottawa.ca/online_services/opendata/terms_en.html). Any use of the work other than as authorized under these terms is strictly prohibited.

5 City of Windsor

License URL:	http://www.citywindsor.ca/DataCatalogue/PDF/OpenDataTermsOfUse.pdf
Redistribution permitted?	Yes, with restrictions.
Derivative works permitted?	Yes.

The City of Windsor permits you to redistribute the data, but only if you include and ensure a person is bound by the same license, with no further terms attached. Unfortunately, this “share-alike” clause is restrictive on your ability to redistribute the datasets. In many cases, it may even be technically infeasible for you to comply with it, as minors without the capacity to agree will never be bound by the agreement. However, a “license.txt” in the same folder should bind most users.

The “license.txt” file should include the following text, which incorporates the original terms by reference:

I. Terms of Use. This work is provided under the terms of “City of Ottawa – Terms of Use” (<http://www.citywindsor.ca/DataCatalogue/PDF/OpenDataTermsOfUse.pdf>). Any use of the work other than as authorized under these terms is strictly prohibited.

6 City of Toronto

License URL:	http://www1.toronto.ca/wps/portal/open_data/open_data_fact_sheet_details?vnextoid=59986aa8cc819210VgnVCM10000067d60f89RCRD
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Redistribution permitted?	Yes, with restrictions.
Derivative works permitted?	Yes.

The City of Toronto is more permissive than several of the other municipal licenses. The license permits you to redistribute the data without any requirement for you bind downstream users by the exact same terms (such that the license is even compatible with similar licenses). You need only provide a specifically-worded reference to the license and, where possible, a link to it.

The “license.txt” file should include the following text, which incorporates the original terms by reference:

I. Terms of Use. Contains public sector Datasets made available under the City of Toronto's Open Data Licence v2.0 (http://www1.toronto.ca/wps/portal/open_data/open_data_fact_sheet_details?vqnextoid=59986aa8cc819210VgnVCM10000067d60f89RCRD).

7 City of Calgary

License URL:	https://cityonline.calgary.ca/Pages/PdcTermsOfUse.aspx
Redistribution permitted?	Yes, with restrictions.
Derivative works permitted?	Yes.

The City of Calgary is also more permissive than several of the other municipal licenses. The license permits you to redistribute the data without any requirement for you bind downstream users by the exact same terms (such that the license is even compatible with similar licenses). The license does not even require you to attribute the City, but it does encourage you to do so (and it is always good practice to attribute in order to notify recipients of the terms that attach to any copyright in the work).

The “license.txt” file should include the following text, which incorporates the original terms by reference:

I. Terms of Use. This data is provided by the City of Calgary and is made available under the Public Data Catalogue (PDC) Terms of Use (<https://cityonline.calgary.ca/Pages/PdcTermsOfUse.aspx>).

8 City of Montreal

License URL:	http://donnees.ville.montreal.qc.ca/licence/licence-texte-complet
Redistribution permitted?	Yes, with restrictions.
Derivative works permitted?	Yes.

The City of Montreal permits you to redistribute the data, but only if you include and ensure a person respects the same license, with no further terms attached. Unfortunately, this “share-alike” clause is restrictive on your ability to redistribute the datasets. In many cases, it may even be technically infeasible for you to comply with it, as minors without the capacity to agree will never be bound by the agreement. However, a “license.txt” in the same folder should bind most users.

The “licence.txt” file should include the following text, which incorporates the original terms by reference:

I. Termes d'utilisation. Cet œuvre est mise à disposition aux conditions stipulées dans la licence "Licence d'utilisation des Données Ouvertes de la Ville de Montréal" (<http://donnees.ville.montreal.qc.ca/licence/licence-texte-complet>). Toute utilisation de l'œuvre contraire aux termes de cette licence est interdite.

I. Terms of Use. This work is provided under the terms of the "Licence d'utilisation des données ouvertes de la Ville de Montréal" (<http://donnees.ville.montreal.qc.ca/licence/licence-texte-complet>). Any use of the work other than as authorized under these terms is strictly prohibited.