

Short report on contract terms in the Green Deal industry DG CONNECT

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Executive Summary

As a part of the activities of the Support Centre for Data Sharing, the Centre collects, produces and publishes contractual clauses related to data sharing agreements. This activity focuses on six sectors in particular, due to the substantial business transformation occurring in these sectors which are driven largely by data exchanges and data exploitation.

One of the industries covered is the “green deal” sector, looking particularly at products and services that can facilitate the transition to a green, climate-neutral society. In this short report, we first describe the main state of play and policy context related to data sharing in this sector, taking into account in particular how the EU aims to impact the sector as a part of the European Data Strategy.

Next, relevant clauses for specific key topics are analysed, including scoping of the data to be shared, sharing modalities, restrictions on use and further data sharing, remuneration, liability, and termination of data sharing.

Real life clauses are included in an anonymised manner (marked in blue), followed by model clauses (marked in green) that have been drafted in a manner that’s in line with EU policy priorities.

Wherever possible, the model clauses are based on real life clauses, with minimal modifications to rectify perceived problems and imbalances, taking into account in particular the interests of citizens and SMEs as data originators and data subjects.

Finally, the short report concludes with a summary of general observations and points of attention in relation to the contractual framing of data sharing.

The principal goal of this report is to act as a sample of contractual practices, and to identify strategies for handling data sharing problems from a contractual perspective.

1 Introduction

1.1 Model contract terms

The objective of this report is to provide a range of model contractual terms which can be used as templates by relevant stakeholders to share data. The report does not aim to provide an analysis of data sharing practices in this sector as a whole, or to provide policy recommendations.

The focus is on existing contractual practices, and on potential alternatives to these current practices.

Methodologically, the report was created in three stages:

- **Sector requirements** analysis, including the identification of requirements linked to specific legal frameworks, but also common sensitivities (e.g. need for greater confidentiality and/or IP protection in some industries), and operational requirements (e.g. need for continuous availability of data). In each case, requirements need to be defined that contracts should meet.
- Building on **existing examples** wherever available. The objective of this report is not to draft contracts from scratch, but to build on available models, and correcting and expanding them as required to ensure that the sector requirements are met, in a manner which is reasonable and fair for all stakeholders.
- Discussion and validation with **external stakeholders**, i.e. providing support to the Commission in interactions (in the form of workshops or webinars) with stakeholders.

In order to ensure the practical usability of the proposal, this report focuses on model clauses rather than full contracts, since entire contracts are usually too specific to be easily reusable.

The report provides existing clauses where available (identified as '**real life clauses**' in the sections below, under a blue coloured header), and fictitious model clauses when needed (identified as '**model clauses**', under a green coloured header), either because there is no example of a real life clause available, or because the available clauses are not ideally suited as models. Model clauses build on the actual state of play in the market, but will suggest improvements as well where the state of play (as observed from the real life clauses) seems suboptimal from a policy perspective, or seems unbalanced, taking into account in particular the interests of citizens and SMEs as data originators and data subjects.

1.2 Key topics for data sharing clauses

While each contract has its own specificities and unique focus on specific issues, there are several topics that are likely to be relevant in each data sharing contract. These include notably the following:

- **Scoping of the data:** how is the data to be shared described? Potential categories of data include raw data, metadata, derived data, etc.
- **Modalities of sharing:** how will the data be provided by the sharing party? Examples include realtime versus staggered data provision, or the technical modalities (APIs, webservice, periodic uploads, etc).
- **Restrictions on use:** what are the constraints (if any) imposed on the recipient? Are they e.g. labelled as a data owner after the transfer, do they receive permission to use data to create knowledge, enhance services, improve security, for scientific research (including big data/deep learning), etc?
- **Restrictions on onward dissemination of data:** is the recipient allowed to share the data with third parties, and if so, which third parties and in which form? This is particularly important for the platform economy, which relies on bundling, joint analysis, and onward dissemination of (some) data.
- **Remuneration and consideration:** what does the sharing party receive? Often there may be no consideration clause, or consideration can be based on payment, shared value or mutual benefit, or even a personal value (e.g. improved efficiency) for the data sharer.
- **Liability:** are there provisions that govern the liability of the data sharing party and/or the recipient, e.g. clauses targeting exclusions/carve-outs and caps; or clauses that distinguish between liability for data quality/contents, or to connectivity / service.
- **Termination conditions:** under which conditions will data sharing cease?
- **Termination consequences:** what happens to the shared data when the contract ends, e.g. is there an obligation to delete data or to return it (spontaneously or upon request)?

2 Green deal

2.1 Summary of state of play and policy context

From a **European policy perspective**, the Green Deal is a key policy priority of the European Union in the coming years and decades. Very briefly summarised, the objective is to make Europe the first climate-neutral continent, with no net emissions of greenhouse gases by 2050¹. A specific Green Deal action plan² was established in December 2019, containing a roadmap and key actions to achieve this objective, including by:

- investing in environmentally-friendly technologies
- supporting industry to innovate
- rolling out cleaner, cheaper and healthier forms of private and public transport
- decarbonising the energy sector
- ensuring buildings are more energy efficient
- working with international partners to improve global environmental standards

Data plays an important role in the Green Deal. As the action plan highlighted, *“investors, insurers, businesses, cities and citizens [must be] able to access data and to develop instruments to integrate climate change into their risk management practices”*. Green accounting and green risk management are requirements for success, meaning that companies need to *“increase their disclosure on climate and environmental data so that investors are fully informed about the sustainability of their investments”*. More generally, accessible and interoperable data are presented as a critical input for the data-driven innovation that the Green Deal requires.

The European strategy for data³ was released a few months after the Green Deal action plan, and therefore takes these objectives to heart. The Commission’s February 2020 Communication on A European strategy for data⁴ stressed the need for a **“Common European Green Deal data space, to use the major potential of data in support of the Green Deal priority actions on climate change, circular economy, zero-pollution, biodiversity, deforestation and compliance assurance. The “GreenData4All” and ‘Destination Earth’ (digital twin of the Earth) initiatives will cover concrete actions”**.

The Data Strategy notes that the ‘GreenData4All’ initiative would consist in *“evaluating and possibly reviewing the Directive establishing an Infrastructure for Spatial Information in the EU (INSPIRE), together with the Access to Environment Information Directive”*, with a view to incorporating relevant environmental data; and that the ‘Destination Earth’ initiative would require the development of *“a very high precision digital model of the Earth. This ground-breaking initiative will offer a digital modelling platform to visualize, monitor and forecast natural and human activity on the planet in*

¹ https://ec.europa.eu/info/strategy/priorities-2019-2024/european-green-deal_en

² <https://eur-lex.europa.eu/legal-content/EN/TXT/?qid=1596443911913&uri=CELEX:52019DC0640#document2>

³ <https://ec.europa.eu/info/strategy/priorities-2019-2024/europe-fit-digital-age/european-data-strategy>

⁴ <https://eur-lex.europa.eu/legal-content/EN/TXT/?qid=1593073685620&uri=CELEX%3A52020DC0066>

support of sustainable development thus supporting Europe's efforts for a better environment as set out in the Green Deal", i.e. creating a 'digital twin' of the Earth.

Additionally, the Strategy calls for the deployment of re-usable data-services on a large scale to assist in collecting, sharing, processing and analysing large volumes of data relevant for assuring compliance with environmental legislation, and to facilitate data sharing for smart circular applications that could support the creation of Digital 'product passports'. These would "provide information on a product's origin, durability, composition, reuse, repair and dismantling possibilities, and end-of-life handling". Finally, a pilot would be initiated to explore the implementation of the data strategy in the context of the 'zero pollution ambition', to harvest the potential of an already data-rich policy domain with data on chemicals, air, water and soil emission, hazardous substances in consumer products, etc.

While a few concrete actions have been undertaken to bring these initiatives to life, most of them have not yet fully come to fruition. None the less, the Strategy's actions already hint at relevant Green Deal data sources: databases of environmental developments, analysis of products' environmental impacts, data on industry effects, compliance with environmental legislation, and so forth. Based on these considerations, the sections below will examine such sources and the relevant contractual terms (if any) under which data is made available.

It should be noted that this section of the report is residual to some extent, since other sections (energy, mobility, agriculture and so forth) also contain environmentally relevant information (e.g. on energy efficiency, vehicle emissions, fertiliser use, etc). Such use cases are integrated in the relevant sections, and are not duplicated in the section below.

2.2 Clauses per topic

2.2.1 Scoping of the data

Real-life clause for scoping in a contract without remuneration
<p><i>Context: the clause relates to the availability and use of data on the European Earth monitoring programme (GMES). Note: clause content is dictated by Regulation (EU) No 911/2010</i></p>
<p>The following definitions shall apply:</p> <ul style="list-style-type: none"> (a) ‘GMES services’ means the service component referred to in Article 2(2)(a) of Regulation (EU) No 911/2010; (b) ‘GMES service information’ means information and its metadata produced by GMES services; (c) ‘GMES dedicated data’ means data collected through the GMES dedicated infrastructure and their metadata; (d) ‘metadata’ means structured information on data or information allowing their discovery, inventory and use; (e) ‘GMES dissemination platform’ means technical systems used to disseminate GMES dedicated data and GMES service information to users; (f) ‘discovery services’, means discovery services as defined in point 1.(a) of Article 11 of Directive 2007/2/EC; (g) ‘view services’ means view services as defined in point 1.(b) of Article 11 of Directive 2007/2/EC; (h) ‘download services’ means ‘download services’ as defined in point 1.(c) of Article 11 of Directive 2007/2/EC.
<p>Advantages of this clause include:</p> <p><i>Entirely driven by (and thus compliant with) Regulation (EU) No 911/2010</i></p>
<p>Disadvantages of this clause include:</p> <p>/</p>

Real-life clause for scoping in a contract without remuneration
<p><i>Context: the clause relates to the availability and use of data on the hydrological cycle and associated processes in the Mediterranean, with emphasis on extreme events</i></p>
<ul style="list-style-type: none"> • Data owners are the agencies or institutes funding the data collection. • Principal investigators are associated with an instrument or site from instrument deployment and data collection, to data processing and transfer to the database. A principal investigator is the scientist responsible for the instrument or site or any person (collaborator, student) that he/she may suggest.

- Data providers provide data to the database. They are either data owners or principal investigators.
- Core users are [x] data providers and scientists from institutions providing funding or in-kind support to [x], according to the criteria set by the [x]. Core users can access all the data. They are granted exclusive access to the [x] data for a default period of 2 years from data deposit deadline on the database as defined in paragraph 3.
- Associated scientists are not directly involved in [x] but in scientific studies designed to meet [x] objectives and educational activities related to the dissemination of [x] science. They can access data open to research activities and [x] data once the period of exclusive access is over.

Core users and associated scientists are granted royalty-free access to the data through an online registration process on the database. They will be referred to as registered users.

Only metadata and public domain datasets can be accessed by non-registered users.

Advantages of this clause include:

Clear definition of stakeholders.

Disadvantages of this clause include:

No definition/description of data, which creates flexibility but reduces certainty. Permitted access is time limited and exclusive for some users.

Real-life clause for scoping in a contract without remuneration

Context: the clause relates to a database containing a time series of environmentally extended multi-regional input-output (EE MRIO) tables ranging from 1995 to 2020 for 44 countries (28 EU member plus 16 major economies) and five rest of the world regions. The most recent version of the database is licensed under the Creative Commons Attribution-ShareAlike 4.0 International licence (see <https://creativecommons.org/licenses/by-sa/4.0/legalcode>); the clauses below were taken from an older version under a proprietary licence.

[x] product means global, detailed Multi-regional Environmentally Extended Supply and Use / Input Output (MR EE SUT/IOT) files. The [x] product covers any version of a product that the end user has access to, either as sample files or as files for purchase.

Advantages of this clause include:

Clear definition and description of data.

Disadvantages of this clause include:

/

Real-life clause for scoping in a contract against remuneration

Context: the clause relates to a database containing life cycle inventory information from an ecological perspective. The database is provided against a fee by a not for profit association.

LCA means Life Cycle Assessment.

LCI data means Life Cycle Inventory datasets, each representing the environmental data for a specific human activity.

[x] Database means the database containing [x] Datasets. The [x] Database covers any version of the database that the end user or end user of an educational licence has access to.

[x] Dataset means the individual LCI data in the [x] Database, each representing the environmental data for a specific human activity, in whatever form (electronic, paper) they may be accessed by the end user or end user of an educational licence.

[x] guest means a person being granted only an inscription for the [x] Database without being granted a single- or multi-user-licence.

end user represents an individual or legal person using the [x] Database or any [x] Dataset as a single-user on an individual computer or as a multi-user on several individual computers or workstations.

Advantages of this clause include:

Clear definition and description of data.

Disadvantages of this clause include:

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Real-life clause for scoping in a contract without remuneration

Context: the clause is a part of the European Environment Agency (EEA)'s copyright notice.

Information, documents and material available on this website and for which the EEA holds the rights of use are public and may be re-used without prior permission, free of charge, for commercial or non-commercial purposes, provided that the EEA is always acknowledged as the original source of the material and that the original meaning or message of the content is not distorted.

Advantages of this clause include:

Clear definition and description of data and usage rights.

Disadvantages of this clause include:

Limited to data for which EEA holds the rights. For other data, the original owners define rights.

2.2.2 Modalities of sharing

Real-life clause for continuous data sharing in a contract without remuneration
<p><i>Context: the clause relates to the availability and use of data on the European Earth monitoring programme (GMES). Note: clause content is dictated by Regulation (EU) No 911/2010</i></p>
<p>Conditions regarding characteristics, format and dissemination media</p> <p>1. For each type of GMES dedicated data and GMES service information, the providers of these data and information shall define at least one set of characteristics, format and dissemination media under the supervision of the Commission and shall communicate that definition on GMES dissemination platforms.</p> <p>2. GMES dedicated data and GMES service information shall comply with the requirements of Directive 2007/2/EC to the extent that the data and information fall within the scope of those provisions.</p> <p>Conditions regarding GMES dissemination platforms</p> <p>GMES dedicated data and GMES service information shall be disseminated to users through GMES dissemination platforms provided by, or under the supervision of, the Commission.</p>
<p>Advantages of this clause include:</p> <p><i>Entirely driven by (and thus compliant with) Regulation (EU) No 911/2010</i></p>
<p>Disadvantages of this clause include:</p> <p>/</p>

Real-life clause for continuous data sharing in a contract without remuneration
<p><i>Context: the clause relates to the availability and use of data on the hydrological cycle and associated processes in the Mediterranean, with emphasis on extreme events</i></p>
<p>Data provider obligations</p> <p>The data provider has to submit the quality-controlled data to the database within 6 months of the data acquisition. For complicated datasets requiring extensive processing and quality control, exceptions can be permitted after examination by the [x].</p> <p>The data provider shall transfer their data to the [x] database free of charge.</p> <p>Unless otherwise specified by the data provider, the datasets will be firstly reserved to core users for the default period of 2 years. After this period, the datasets will automatically be opened to associated scientists.</p>

A dataset within the [x] database can be opened to the associated scientists or public domain before the expiration of the initial period of exclusive use by the core users. This can be done at the discretion of the data provider for a particular dataset.

A dataset can be updated at any time. The data provider is responsible for providing the best quality version of the dataset to the [x] database. The data users having uploaded previous versions of the dataset will be informed of updates through automatic mailing.

Advantages of this clause include:

States requirements for data providers (not just users), which is relatively rare. Tiered exclusive access regime.

Disadvantages of this clause include:

No fully open access.

Real-life clause in a contract without remuneration

Context: the clause relates to a database containing a time series of environmentally extended multi-regional input-output (EE MRIO) tables ranging from 1995 to 2020 for 44 countries (28 EU member plus 16 major economies) and five rest of the world regions. The most recent version of the database is licensed under the Creative Commons Attribution-ShareAlike 4.0 International licence (see <https://creativecommons.org/licenses/by-sa/4.0/legalcode>); the clauses below were taken from an older version under a proprietary licence.

Licensor reserves all rights in and to the [X] product at all times. Licensee is granted a right to use the [X] product as set forth in this EULA, with any additional rights if explicitly granted in a written document.

End user is granted a non-exclusive licence that may be assigned to use the licensed version of the [X] product on a single computer only as set forth in this EULA.

End user is entitled to use the [X] product for an unlimited number of commercial or educational projects and reports. Data shall be quoted herein by attributing as source the corresponding [X] product.

Advantages of this clause include:

Flexible usage rights.

Disadvantages of this clause include:

Limitation to use on a single computer. Only commercial or educational uses are permitted (thus excluding noncommercial non-educational uses).

Real-life clause in a contract against remuneration

Context: the clause relates to a database containing life cycle inventory information from an ecological perspective. The database is provided against a fee by a not for profit association.

<p>4. Subject to the terms of use set forth in this EULA, Licensor grants to Licensee the right to use the [x] Database or an [x] Dataset under the conditions as set hereinafter.</p> <p>5. The [x] Database or an [x] Dataset are licensed at different license fees in different versions for commercial use either as a single-user licence on an individual computer or as a multi-user licence on several individual computers or workstations at Licensee's site.</p> <p>6. The [x] Database or an [x] Dataset can also be granted with different license fees as a single-user licence on an individual computer or as a multi-user licence on several individual computers or workstations for non-commercial, academic use at Licensee's site.</p> <p>7. The Licensee obtains access to the [x] Database or an [x] Dataset with a login and password for online access.</p>
<p>Advantages of this clause include:</p> <p><i>Clear statement of tiered licensing approach and tiered remuneration model.</i></p>
<p>Disadvantages of this clause include:</p> <p>/</p>

Real-life clause in a contract without remuneration
<p><i>Context: the clause relates to a database containing environmental product declarations (EPD), specifically for construction products.</i></p>
<p>Manufacturers who wish to include an environmental message on their product must first have a life cycle analysis carried out, and should have the results registered in a database that is accessible to the public. The legislation applies to all building products that are placed or made available on the market in Belgium.</p> <p>The manufacturer should first have a life cycle analysis (LCA) carried out for his product(s). He then has his LCA verified with regard to its conformity with the NBN EN 15804 standard. He can register those verified results in the database.</p>
<p>Advantages of this clause include:</p> <p><i>Clear definition and description of data. Clear reference to an applicable standard.</i></p>
<p>Disadvantages of this clause include:</p> <p>/</p>

Real-life clause in a contract without remuneration
<p><i>Context: the clause relates to a database containing environmental product declarations (EPD), specifically for construction products.</i></p>

Registration of and access to information occurs digitally via a web interface. [x] makes a web interface and an underlying digital database structure available to the public.
Advantages of this clause include: <i>Understandable and compact.</i>
Disadvantages of this clause include: <i>Web interfaces only, no web services or API.</i>

2.2.3 Restrictions on use

Real-life clause defining restrictions in a contract without remuneration
<p><i>Context: the clause relates to the availability and use of data on the European Earth monitoring programme (GMES). Note: clause content is dictated by Regulation (EU) No 911/2010</i></p>
<p>Conditions regarding use</p> <ol style="list-style-type: none"> 1. Access to GMES dedicated data and GMES service information shall be given for the purpose of the following use in so far as it is lawful: <ol style="list-style-type: none"> (a) reproduction; (b) distribution; (c) communication to the public; (d) adaptation, modification and combination with other data and information; (e) any combination of points (a) to (d). 2. GMES dedicated data and GMES service information may be used worldwide without limitations in time.
<p>Conflicting rights</p> <p>Where the open dissemination of certain GMES dedicated data or GMES service information conflicts with international agreements or the protection of intellectual property rights attached to data and information used as inputs in the production processes of GMES service information, or would affect in a disproportionate manner the rights and principles recognized in the Charter of Fundamental Rights of the EU, such as the right for private life or the protection of personal data, the Commission shall take the necessary measures pursuant to Article 13(1) of Regulation (EU) No 911/2010 to avoid any such conflict or to restrict the dissemination of the GMES dedicated data or GMES service information in question.</p>
<p>Protection of security interests</p> <ol style="list-style-type: none"> 1. Where the open dissemination of GMES dedicated data and GMES service information presents an unacceptable degree of risk to the security interests of the Union or its Member States due to the sensitivity of the data and information, the Commission shall restrict their dissemination pursuant to Article 13(1) of Regulation (EU) No 911/2010.

2. The Commission shall assess the sensitivity of the GMES dedicated data and GMES service information using the sensitivity criteria set out in Articles 13 to 16.

Sensitivity criteria for GMES dedicated data

1. Where GMES dedicated data are produced by a space-based observation system meeting at least one of the characteristics listed in the Annex, the Commission shall assess the data sensitivity on the basis of the following criteria:

- (a) the technical characteristics of the data, including spatial resolution and spectral bands;
- (b) the time between acquisition and dissemination of the data;
- (c) the existence of armed conflicts, threats to international or regional peace and security, or to critical infrastructures within the meaning of point (a) of Article 2 of Directive 2008/114/EC in the area the GMES dedicated data relate to;
- (d) the existence of security vulnerabilities or the likely use of GMES dedicated data for tactical or operational activities harming the security interests of the Union, its Member States or international partners.

2. Where GMES dedicated data are produced by a space-based observation system which does not meet any of the characteristics listed in the Annex, the GMES dedicated data are presumed not to be sensitive.

Sensitivity criteria for GMES service information

The Commission shall assess the sensitivity of GMES service information using the following criteria:

- (a) the sensitivity of inputs used in the production of GMES service information;
- (b) the time between acquisition of inputs and dissemination of the GMES service information;
- (c) the existence of armed conflicts, threats to international or regional peace and security, or to critical infrastructures within the meaning of point (a) of Article 2 of Directive 2008/114/EC in the area the GMES service information relates to;
- (d) the existence of security vulnerabilities or the likely use of GMES service information for tactical or operational activities harming the security interests of the Union, its Member States or international partners.
- (e) Request for reassessment of sensitivity

Where the conditions under which the assessment made according to Article 13 or 14 have changed, the Commission may reassess the sensitivity of GMES dedicated data or GMES service information on its own initiative or at the request of a Member State with a view to restricting, suspending or allowing the acquisition of GMES dedicated data or the dissemination of GMES service information. Where a Member State has submitted a request, the Commission shall have regard to the limits of the restriction in time and scope requested.

Balance of interests

1. In the assessment of the sensitivity of the GMES dedicated data and GMES service information in accordance with Article 12, security interests shall be balanced against the

interests of users and the environmental, societal and economic benefits of the collection, production and open dissemination of the data and information in question.

2. The Commission shall consider, when making its security assessment, whether restrictions will be effective if similar data are in any event available from other sources.

Advantages of this clause include:

Entirely driven by (and thus compliant with) Regulation (EU) No 911/2010

Disadvantages of this clause include:

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Real-life clause defining restrictions in a contract without remuneration

Context: the clause relates to the availability and use of data on the hydrological cycle and associated processes in the Mediterranean, with emphasis on extreme events

To access non-public data, users have to fill the on-line registration form and describe the work they intend to do with the [x] data. Registrations are handled by the [x] Executive Committee following the criteria established by the [x]. Registration is valid for 3 years.

[x] data are delivered to registered users for the sole purpose of scientific studies designed to meet [x] objectives or educational activities related to the dissemination of [x] science.

Commercial use and exploitation of non-public [x] data by the data user are prohibited, unless specific permission has been obtained in writing from the data owner. The first contact for such an agreement is the dataset principal investigator whose name is mentioned in the data catalogue.

No data transfer to third parties is allowed from any registered user having received data under the [x] data policy.

The agencies or institutions funding data collection and the database centres have to be acknowledged in any publication or communication using the data. For each dataset, the acknowledgement sentence to be used is given in the metadata and must be reproduced in any publication using the dataset.

Any access to a dataset will automatically trigger an e-mail to the dataset principal investigator(s) so that he/she is aware of who intends to use the data. If the data user makes an effective use of the dataset retrieved, he/she shall establish direct contacts with the principal investigator(s) of the data in order to offer collaboration.

Co-authorship of the data principal investigators and users should be the rule for papers making extensive use of [x] datasets. In any case the data user is expected to contact the principal investigator to agree on either co-authorship or acknowledgement.

If a user notices that any personal data is left as such in a dataset, he/she should not use the information and report immediately to the dataset principal investigator whose name is mentioned in the data catalogue and to the [x] database centre managers.

Users having produced significant processed datasets or products based on the use of a dataset or product of the database should inform the database managers. If so decided by the [x], the processed products should be provided to the database and disseminated to the registered users under the rules described herein.

Any publication making use of [x] data shall be transmitted in electronic form to the [x] Project Office as soon as it is submitted to a journal, conference or any other organisation. The Project Office, on behalf of the [x], [x] may require changes in the publication as deemed necessary for the appropriate reference of [x] datasets or acknowledgement of [x] contribution.

Published works shall be recorded on the bibliographic management system set up for [x] in order to provide the community with a comprehensive and updated list of the publications produced within the programme or making use of the datasets acquired during the programme.

Advantages of this clause include:

Nuanced conditions for access and use

Disadvantages of this clause include:

Limited to closed user groups (mainly policy/science) and use cases (no commercial exploitation permitted).

Real-life clause in a contract without remuneration

Context: the clause relates to a database containing a time series of environmentally extended multi-regional input-output (EE MRIO) tables ranging from 1995 to 2020 for 44 countries (28 EU member plus 16 major economies) and five rest of the world regions. The most recent version of the database is licensed under the Creative Commons Attribution-ShareAlike 4.0 International licence (see <https://creativecommons.org/licenses/by-sa/4.0/legalcode>); the clauses below were taken from an older version under a proprietary licence.

The Licence is, without the prior written consent of Licensor, limited to only:

- one (1) Personal Computer System;
- the organisation of End User;
- the End User's own employees.

Without a prior written consent of Licensor, Licensee is not entitled to use the [X] product for preparing extracts, or for any further commercial purposes.

Licensee is not entitled to reproduce, disseminate or publicly display any portions of the [X] product.

Licensee is not entitled to sell, rent, lease, loan, distribute, export, import, act as an intermediary or provider, or grant any kind of licence rights to third parties with regard to the [X] product or any portions thereof.

Licensee is not entitled to undertake, cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of the [X] product or any part thereof except to the extent permitted by law.

Licensee is not entitled to assign the [X] product as a whole or any portions thereof to any third party.

Advantages of this clause include:

Clear usage rights.

Disadvantages of this clause include:

Limitation to use on a single computer, and within a single organisation (no dissemination or display permitted). No derivative works permitted.

Real-life clause for scoping in a contract against remuneration

Context: the clause relates to a database containing life cycle inventory information from an ecological perspective. The database is provided against a fee by a not for profit association.

a) End user:

2. As a single-user licence, end user is granted a non-exclusive licence that may be assigned to use the licensed version of the [x] Database on a single computer only as set forth in this EULA.

3. With a multi-user licence, the [x] Database may be implemented on a specified number of computers or workstations, provided that these computers or workstations are owned by the same end user. The number of concurrent computers using the [x] Database is specified in the end user's order and in the respective bill.

4. End user is entitled to use the [x] Database as specified in the corresponding order and in the respective bill, for an unlimited number of commercial or educational LCA projects and reports. Data shall be quoted herein by attributing as source the corresponding [x] Database and/or the corresponding version of the [x] Dataset.

b) End user of an educational licence:

5. End user of an educational licence is granted a non-exclusive licence to use the current educational version of the [x] Database on one or more computer(s) or workstations at the same University and to use it for an unlimited number of non-commercial, academic or educational LCA projects and reports. Data shall be quoted herein by attributing as source to the corresponding version of the [x] Database or the [x] Dataset.

6. End user of an educational licence is responsible for ensuring that the educational version of the [x] Database accessed are used exclusively by the personnel and students of the University for non-commercial, academic use.

§ 7 Restrictions of use

1.a. The use of a single-user licence is connected and limited to one identified person.

1.b. The use of a multi-user licence is connected and limited to a corresponding number of identified persons.

<p>1.c. The use of an educational licence is connected to one clearly defined educational institution. The right to use an educational licence may be transferred to employees and students of the Licensee without further approval of the Licensor. Adequate measures must be taken by Licensee to ensure that all the employees and students involved understand the limits on the rights to use and that the educational licence is for non-commercial personal and educational use only.</p> <p>2. Licensee is not entitled to use the [x] Database or the [x] Dataset by preparing extracts, or for any further commercial purposes.</p> <p>3. Licensee is not entitled to reproduce, disseminate or publicly display any significant portions of the [x] Database or the [x] Datasets.</p> <p>4. Licensee is not entitled to sell, rent, lease, loan, distribute, export, import, act as an intermediary or provider, or grant any kind of licence rights to third parties with regard to the [x] Database, the [x] Dataset or any portions thereof.</p> <p>5. Licensee is not entitled to undertake, cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of the [x] Database, the [x] Dataset or any part thereof except to the extent permitted by law.</p> <p>6. Licensee is not entitled to assign the [x] Database or the [x] Dataset as a whole or any portions thereof to any third party.</p> <p>7. End user of an educational licence is not authorized to use the [x] Database for externally funded research projects of his institution.</p>
<p>Advantages of this clause include:</p> <p><i>Extensive statement of rights and limitations.</i></p>
<p>Disadvantages of this clause include:</p> <p><i>Requires close control of access to data at the user's side.</i></p>

Real-life clause in a contract without remuneration
<p><i>Context: the clause is a part of the EEA's copyright notice.</i></p>
<p>Information, documents and material available on this website and for which the EEA holds the rights of use are public and may be re-used without prior permission, free of charge, for commercial or non-commercial purposes, provided that the EEA is always acknowledged as the original source of the material and that the original meaning or message of the content is not distorted. Such acknowledgment must be included in each copy of the material. The re-use of the content on the EEA website covers the reproduction, adaptation and/or distribution, irrespective of the means and/or the format used. The re-use of certain data may be subject to different conditions, and if so the item concerned is accompanied by a copyright mark or other mention of the specific conditions relating to it. The above mentioned permissions do not apply to content</p>

supplied by third parties. Therefore, for documents where the copyright lies with a third party, permission for reproduction must be obtained from the copyright holder.

Advantages of this clause include:

Reuse rights are stated in a compact and accessible manner, and are very permissive.

Disadvantages of this clause include:

Limited to data for which EEA holds the rights. For other data, the original owners define rights.

2.2.4 Restrictions on onward dissemination of data

Real-life clause on onward dissemination in a contract against remuneration

Context: the clause relates to a centralised data platform that automatically collects agricultural data provided directly by the equipment sold by the platform operator. I.e. the platform operator also sells the equipment, such as agricultural machinery.

We may share your data with [x] affiliates and suppliers to provide you with contracted services and offerings and to administer your account, subject to appropriate contractual restrictions and security measures. These affiliates and suppliers have committed to protect your data consistent with this statement and all applicable privacy and other laws.

We may share your data with authorized [x] dealers so they can support you, unless you explicitly restrict access to specific dealers.

We may combine your anonymized data with data from others and include your data in anonymized datasets. We may also share in aggregate, statistical form, non-personal information with our partners, affiliates or advertisers.

We may use your data to prepare routine reports to industry associations, such as reports on market share or network activity and security.

Advantages of this clause include:

Does not seem to permit non-anonymised data sharing in a way that is harmful to the data provider. Indicates that contractual safeguards will be demanded from the recipients. User gets some degree of control over data sharing.

Disadvantages of this clause include:

Data sharing with unknown partners (dealers, affiliates and suppliers) is permitted by default, and contractual safeguards are not available to the user. Anonymous reports can be provided to third parties; this can still be harmful to the interests of the user.

Real-life clause in a contract without remuneration

Context: the clause relates to a database containing a time series of environmentally extended multi-regional input-output (EE MRIO) tables ranging from 1995 to 2020 for 44 countries (28 EU member plus 16 major economies) and five rest of the world regions. The most recent version of the database is licensed under the Creative Commons Attribution-ShareAlike 4.0 International licence (see <https://creativecommons.org/licenses/by-sa/4.0/legalcode>); the clauses below were taken from an older version under a proprietary licence.

The Licence is, without the prior written consent of Licensor, limited to only:

- one (1) Personal Computer System;
- the organisation of End User;
- the End User's own employees.

Without a prior written consent of Licensor, Licensee is not entitled to use the [X] product for preparing extracts, or for any further commercial purposes.

Licensee is not entitled to reproduce, disseminate or publicly display any portions of the [X] product.

Licensee is not entitled to sell, rent, lease, loan, distribute, export, import, act as an intermediary or provider, or grant any kind of licence rights to third parties with regard to the [X] product or any portions thereof.

Licensee is not entitled to undertake, cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of the [X] product or any part thereof except to the extent permitted by law.

Licensee is not entitled to assign the [X] product as a whole or any portions thereof to any third party.

Advantages of this clause include:

Clear usage rights.

Disadvantages of this clause include:

Limitation to use on a single computer, and within a single organisation (no dissemination or display permitted). No derivative works permitted.

Real-life clause in a contract against remuneration

Context: the clause relates to a database containing life cycle inventory information from an ecological perspective. The database is provided against a fee by a not for profit association.

1.a. The use of a single-user licence is connected and limited to one identified person.

1.b. The use of a multi-user licence is connected and limited to a corresponding number of identified persons.

- 1.c. The use of an educational licence is connected to one clearly defined educational institution. The right to use an educational licence may be transferred to employees and students of the Licensee without further approval of the Licensor. Adequate measures must be taken by Licensee to ensure that all the employees and students involved understand the limits on the rights to use and that the educational licence is for non-commercial personal and educational use only.
2. Licensee is not entitled to use the [x] Database or the [x] Dataset by preparing extracts, or for any further commercial purposes.
3. Licensee is not entitled to reproduce, disseminate or publicly display any significant portions of the [x] Database or the [x] Datasets.
4. Licensee is not entitled to sell, rent, lease, loan, distribute, export, import, act as an intermediary or provider, or grant any kind of licence rights to third parties with regard to the [x] Database, the [x] Dataset or any portions thereof.
5. Licensee is not entitled to undertake, cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of the [x] Database, the [x] Dataset or any part thereof except to the extent permitted by law.
6. Licensee is not entitled to assign the [x] Database or the [x] Dataset as a whole or any portions thereof to any third party.
7. End user of an educational licence is not authorized to use the [x] Database for externally funded research projects of his institution.

Advantages of this clause include:

Extensive statement of rights and limitations.

Disadvantages of this clause include:

Very limited dissemination rights (only permissible in some cases within a single organisation).

Real-life clause in a contract without remuneration

Context: the clause relates to a database containing environmental product declarations (EPD), specifically for construction products.

Article. 6. Subject to the authorisation of the manufacturer, [x] may make the recorded data available to third parties. All environmental impact indicators of registered environmental product statements [which are legally mandatory] are open to public consultation.

For the environmental product declarations [which are submitted voluntarily], the manufacturer shall indicate at the time of registration whether or not the registered environmental product declaration may be publicly visible.

Advantages of this clause include:

Understandable and compact.

Disadvantages of this clause include:

Information availability may be subject to the preference of the manufacturer.

2.2.5 Remuneration and consideration

Real-life clause on remuneration/consideration in a contract without remuneration

Context: the clause relates to the availability and use of data on the European Earth monitoring programme (GMES). Note: clause content is dictated by Regulation (EU) No 911/2010

Free access shall be given to GMES dedicated data and GMES service information made available through GMES dissemination platforms under pre-defined technical conditions referred to in Article 5(1).

Advantages of this clause include:

Entirely driven by (and thus compliant with) Regulation (EU) No 911/2010

Disadvantages of this clause include:

/

Real-life clause in a contract without remuneration

Context: the clause relates to the availability and use of data on the hydrological cycle and associated processes in the Mediterranean, with emphasis on extreme events

Core users and associated scientists are granted royalty-free access to the data through an on-line registration process on the database. They will be referred to as registered users.

Only metadata and public domain datasets can be accessed by non-registered users.

Advantages of this clause include:

Clear statement.

Disadvantages of this clause include:

Limited to predefined categories of users.

Real-life clause in a contract without remuneration

Context: the clause relates to the availability and use of data on the hydrological cycle and associated processes in the Mediterranean, with emphasis on extreme events

4 License fees

The Licensee obtains access to the download section of the [X] website with a login and password. [X] year 2000 and [X] year 2007 Files can be downloaded free of charge.

The payment for the transfer and use of [X] products and licence type is subject to the price list valid at the time of the order or subject to a written agreement between Licensee and Licensor.

Login and passwords may be changed by Licensor at any time and the new login and password are communicated to Licensee.

Advantages of this clause include:

Clear statement on availability of free data.

Disadvantages of this clause include:

States that a separate price list is available for other data and other uses, but the latter are not defined or described.

Real-life clause in a contract against remuneration

Context: the clause relates to a database containing life cycle inventory information from an ecological perspective. The database is provided against a fee by a not for profit association.

§ 4 License fees

a) end user

1. The payment for the transfer and use of the [x] Database or [x] Dataset of the respective version and licence type is subject to the price list valid at the time of the order or subject to a written agreement between Licensor / Reseller and Licensee regarding the price.

2. After payment, login and password are sent to Licensee, allowing access to the corresponding [x] Database or [x] Dataset.

3. Login and passwords may be changed by Licensor at any time and the new login and password are communicated to Licensee.

b) end user of an educational licence

4. The payment for the transfer and use of the [x] Database or [x] Dataset of the respective version and licence type for non-commercial academic use is subject to the price list valid at the time of the order or subject to a written agreement between Licensor / Reseller and Licensee regarding the price.

5. The educational version of the [x] Database may be limited by Licensor at any time in geographical or temporal coverage compared to the commercial versions.

6. The current educational version of the [x] Database may be accessed from an unlimited number of computers or workstations by university personnel and students for non-commercial, academic use only. After acceptance of the application for an educational licence, first year login and nonchangeable password are submitted to the Licensee allowing access to the educational version of the [x] Database. Each year, a new login and/or a new password will be communicated

to the end user of an educational licence. The former login and password are put back to the [x] guest status for another six (6) months before they are deleted definitively.

Advantages of this clause include:

Clear statement of tiered licensing approach and tiered remuneration model.

Disadvantages of this clause include:

Periodic invalidation of credentials.

2.2.6 Liability

Real-life clause in a contract without remuneration
<p><i>Context: the clause relates to the availability and use of data on the hydrological cycle and associated processes in the Mediterranean, with emphasis on extreme events</i></p>
<p>Since the data are originally collected for specific purposes, no warranty is given as to their suitability for the use intended by the recipient. The database centres and the data providers have no liability for any loss, damage, claim, demand, cost or expense directly or indirectly arising from any use, receipt or supply of data under this agreement.</p>
<p>Advantages of this clause include:</p> <p><i>Clear statement not only of the exclusion of liability, but also of the reason behind this exclusion.</i></p>
<p>Disadvantages of this clause include:</p> <p><i>No guarantees of warranties provided.</i></p>
Real-life clause in a contract without remuneration
<p><i>Context: the clause relates to a database containing a time series of environmentally extended multi-regional input-output (EE MRIO) tables ranging from 1995 to 2020 for 44 countries (28 EU member plus 16 major economies) and five rest of the world regions. The most recent version of the database is licensed under the Creative Commons Attribution-ShareAlike 4.0 International licence (see https://creativecommons.org/licenses/by-sa/4.0/legalcode); the clauses below were taken from an older version under a proprietary licence.</i></p>
<p>9 Validity and material defects of [X] product</p> <p>It is the responsibility of Licensee to verify and to assess the validity and integrity of the [X] product prior to its use and to decide whether or not it fits for the intended use.</p> <p>10 Liability</p> <p>Licensor shall not be liable for any material defects/damages, including consequential damages, loss of income, business or profit, special, indirect or incidental damages due to the use of the [X] product.</p> <p>Licensor's liability for material defects is restricted to those taking place during the transfer of the [X] product from the original source to Licensee.</p> <p>Licensee indemnifies Licensor against any claim of third parties due to the use of the [X] product.</p> <p>Licensee must assume the entire risk of using the [X] product.</p> <p>11 Guarantees / Warranties</p>

The [X] product is distributed on an “AS IS” basis, without warranty. Licensor disclaims all warranties, expressed or implied, including, but without limitation, the warranties of merchantability and of fitness for any purpose of the [X] product.

Licensor guarantees the operability of the currently available version of the [X] product.

Licensor has made all efforts possible to avoid [X] product being subject to the rights of third parties, in particular that its use does not infringe patents, copyrights or other intellectual property rights of third parties. However, Licensor does not guarantee that the [X] product are not subject to the rights of third parties. Licensee shall notify Licensor immediately and in writing if any third party should assert an infringement claim against Licensee in connection with the [X] product.

Licensor does not guarantee the accuracy, completeness, correctness, non-infringement of third party rights or fitness for a particular purpose of information available from the currently available version of the [X] product.

Licensor does not guarantee that the technical details of the [X] product are suitable for a specific purpose beyond the specifications in the data quality guideline.

In case of programming errors (e.g. technical corruption) limiting the usability of the currently available version of the [X] product, the warranty period shall be one year after purchase of a licence.

There is no helpdesk support. Comments and suggestions for improvement are appreciated.

Advantages of this clause include:

Extensive waivers, in relatively clear and explicit language.

Disadvantages of this clause include:

Extremely broad waivers of liability and assurances.

Real-life clause in a contract against remuneration

Context: the clause relates to a database containing life cycle inventory information from an ecological perspective. The database is provided against a fee by a not for profit association.

§ 10 Limitation of Liability

1. Licensor shall only be liable for damages occurring on wilful intent or gross negligence in accordance with art. 100 Swiss Code Civil.
2. Licensor shall not be liable for any material defects/damages, including consequential damages, loss of income, business or profit, special, indirect or incidental damages due to the use of [x] Database or any [x] Dataset.
3. Licensor's liability for material defects is restricted to those taking place during the transfer of the [x] Database or any [x] Dataset from the original source to Licensee.
4. Licensee must assume the entire risk of using the [x] Database or any [x] Dataset.

Advantages of this clause include:

Relatively clear and accessible language.

Disadvantages of this clause include:

Very limited liability – no fitness for purpose; essentially limited to wilful intent, gross negligence, and material errors during transfer.

Real-life clause for scoping in a contract without remuneration

Context: the clause relates to a database containing environmental product declarations (EPD), specifically for construction products.

EPD cannot be used to compare the environmental impact of construction products if they are not drawn up in accordance with the same rules. A comparison of the environmental impact is only possible if one takes into account the use of the product and its consequences at the level of the building or building element. One must also consider the entire life cycle.

[x] is not responsible for the information provided by the owner of the EPD.

The owner of the EPD is responsible for its content.

Advantages of this clause include:

Clear statement of principle.

Disadvantages of this clause include:

Database owner takes no responsibility for the accuracy or usability of the data.

Real-life clause in a contract without remuneration

Context: the clause is a part of the EEA's copyright notice.

The EEA accepts no responsibility or liability whatsoever for the re-use of content accessible on its website.

Advantages of this clause include:

Clear statement of principle.

Disadvantages of this clause include:

Database owner takes no responsibility for the accuracy or usability of the data.

Model clause in a contract against remuneration

Context: the clause is intended for situations where a separate general liability clause exists, including a liability cap (a maximum aggregate amount of liability, e.g. “Except in the event of gross negligence or wilful misconduct, our liability in the event of failure to comply with the obligations provided for in this Agreement, whatever the cause, shall be capped at the sum corresponding to the total amount of subscription fees paid during the 12-month period preceding the event giving rise to the damage”). This clause only regulates liability linked to (use of) the damage.

The clause assumes that Customer Data and Business Insights have been defined; the model clause on scoping can be used for this purpose. The clause accepts liability (up to the liability cap) for errors in data collection by the service provider (data corruption), but not for damages linked to use of Business Insights.

Our sum and total liability for any damages caused exclusively by demonstrated corruption of Customer Data during or after transfer to our services is limited to the general liability cap as set out in this Agreement. We cannot be held liable in any way, under any legal theory, for damages linked to the Customer Data. Specifically, it is your sole and exclusive responsibility to ensure that Customer Data is factually correct, complete and up to date before transferring it to us.

Furthermore, you accept that we cannot be held liable in any way, under any legal theory, for damages resulting from any decisions you make as a result of Business Insights that we provide to you. The accuracy, completeness, relevance or utility of Business Insights is not guaranteed in any way.

Any liability action that may be brought by you is time-barred within two (2) years from the event giving rise to the action.

2.2.7 Termination conditions

Real-life clause in a contract without remuneration
<p><i>Context: the clause relates to a database containing a time series of environmentally extended multi-regional input-output (EE MRIO) tables ranging from 1995 to 2020 for 44 countries (28 EU member plus 16 major economies) and five rest of the world regions. The most recent version of the database is licensed under the Creative Commons Attribution-ShareAlike 4.0 International licence (see https://creativecommons.org/licenses/by-sa/4.0/legalcode); the clauses below were taken from an older version under a proprietary licence.</i></p>
<p>14 Termination</p> <p>Licensor reserves the right to terminate this EULA at any time without consent of Licensee. Termination shall automatically become effective one month after notification to Licensee has taken place.</p> <p>Licensor may terminate this EULA with immediate effect if Licensee fails to comply with any term or condition of this EULA. In such event, Licensee must destroy all copies of the provided [X] product.</p> <p>The use of the [X] product will be automatically terminated in case of Licensee denies renewal of consent to this EULA.</p>
<p>Advantages of this clause include:</p> <p><i>Relatively clear and explicit language.</i></p>
<p>Disadvantages of this clause include:</p> <p><i>Extremely broad termination rights for the licensor.</i></p>

Real-life clause in a contract against remuneration
<p><i>Context: the clause relates to a database containing life cycle inventory information from an ecological perspective. The database is provided against a fee by a not for profit association.</i></p>
<p>§ 5 Validity of Licence</p> <p>1. The granted licence is only valid for the current version of the [x] Database or for a specific [x] Dataset which has been purchased. Access to these data is granted as long as a specific version is offered as a licence by the [x] Centre or a Reseller. If a certain version is no longer offered as a licence by the [x] Centre or by a Reseller to whom the right of licensing has been commissioned, neither access to nor support for such a version of the [x] Database or for such a specific [x] Dataset are guaranteed.</p>

2. Against payment of an annual maintenance fee, the end user or end user of an educational licence obtains access to any published updates for the licensed version of the [x] Database or the [x] Dataset during the following 12 months period. Access to updates can only be obtained by continuous annual payment of the annual maintenance fee or by purchase of a new license

Advantages of this clause include:

Validity duration linked to re-payment, which is a flexible model.

Disadvantages of this clause include:

Since usage rights are linked to the version that was paid for, a new release implies that the older data can no longer be accessed online (although the user may keep a local version), unless the user also pays a maintenance fee.

Model clause in a contract against remuneration

Context: this is a generic termination clause for a time based subscription service (e.g. for a monthly subscription fee).

You may terminate your use of our services at any time and for whatever reason, by giving written notice and/or by terminating your service through the interfaces supported by our products and services. This termination will enter into effect at the end of your current subscription period, and fees will continue to apply until the moment of termination.

We retain the right to block your access to the service and/or terminate this Agreement, at any time and without prior notice, if we have reasonable grounds to indicate that you are in substantive breach of this Agreement and/or applicable laws. Furthermore, we may terminate your use of our services at any time and for whatever reason, by giving 3 months written notice. This termination will enter into effect at the end of the indicated notice period, and fees will continue to apply until the moment of termination.

2.2.8 Termination consequences

Real-life clause in a contract without remuneration
<p><i>Context: the clause relates to a database containing a time series of environmentally extended multi-regional input-output (EE MRIO) tables ranging from 1995 to 2020 for 44 countries (28 EU member plus 16 major economies) and five rest of the world regions. The most recent version of the database is licensed under the Creative Commons Attribution-ShareAlike 4.0 International licence (see https://creativecommons.org/licenses/by-sa/4.0/legalcode); the clauses below were taken from an older version under a proprietary licence.</i></p>
<p>Licensor may terminate this EULA with immediate effect if Licensee fails to comply with any term or condition of this EULA. In such event, Licensee must destroy all copies of the provided [X] product.</p>
<p>Advantages of this clause include:</p> <p><i>Deletion of data only needs to happen in case of a breach (not just if the contract is terminated in general).</i></p>
<p>Disadvantages of this clause include:</p> <p><i>No statements on requirement to delete data (if any) if the licence is terminated for a different reason than a breach of contract.</i></p>
Model clause in a contract against remuneration
<p><i>Context: this clause aims to terminate any use of Customer Data after contract termination (other than as required by law or to safeguard the service provider's legal rights), and ensures that Customer Data is deleted after termination. Aggregate insights may be retained and used in the same manner as during the Agreement, provided that these cannot be linked to the customer.</i></p> <p><i>The clauses assumes that Customer Data and Business Insights have been defined; the model clause on scoping can be used for this purpose.</i></p>
<p>After the termination of the Agreement, we will only use your Customer Data insofar as required to defend our legal interests or as required under applicable law. Business Insights related to you, or any statistical data inferred on the basis of your Customer Data, may still be used by for the same purposes and to the same extent as during the Agreement.</p>
<p>Your data will be retained by us only as long as required by applicable law, including as may be required to defend our legal interests. After the expiration of this period, your data will be irrevocably deleted.</p>

2.3 General observations and points of attention

Compared to the other sectors examined by the Support Centre for Data Sharing, a few elements clearly stand out in the Green Deal industry. Firstly, almost all data sharing examples studied here are public sector driven, and adopt an open data approach focusing on permissive licensing, with data being made available to reuse for all participants. While the sample size is limited, and the private sector is increasingly interested in such data, it seems likely that data sharing thus far is principally driven by the public interest, as represented by public policy. As a result, most of the examples relate to public sector databases, established and maintained through public funding, and data collected through a specific legal basis.

Based on that fact – open data and public sector involvement – it is also unsurprising that the usual consequences of an open data philosophy are also present: remuneration arrangements are very rare, and liability is waived to the full extent permitted under law, with little to no assurances on the correctness of data or its fitness for purpose. Arguably this is less of an issue in the green deal industry, where it is more important that data is correct at the macro level (where environmental impacts can be achieved) than at the micro level (where inaccuracies are largely a matter of inconvenience that can usually be rectified quite quickly).

Given the nature of the data, privacy concerns are rare, and data protection language is therefore also largely absent.

Finally, a frequently recurring element when specific clauses are tailor-drafted for a dataset (as opposed to data being made available using a standard open licence) is the frequency with which specific exception regimes are created to benefit academic use and/or scientific research (e.g. in terms of greater dissemination rights or lower costs). Again, this is unsurprising since the Green Deal requires significant scientific evaluation and monitoring, but it is worth noting that this issue is therefore also commonly reflected in the agreements themselves.