Guide to the use and sharing of databases and algorithms licensed under Creative Commons 0 and 4.0

This guide is limited to the CC0 and the most current versions of the Creative Commons licenses, namely version 4.0.

The first Creative Commons licenses were launched in 2002 and has evolved over time. The current version 4.0 was launched in 2013 and is the only Creative Commons license that explicitly takes into account database rights. Note that the older versions of the Creative Commons licenses (1.0, 2.0, 2.5 and 3.0) are still in use and that those may be different from the CC 4.0.

The databases or algorithms subject to the license will in this document be referred to as the "**Licensed Material**".

1   BACKGROUND UNDERSTANDING

Creators of software and algorithms may have copyright in the software/algorithm and creators of datasets may have database rights (a right similar to copyright) to the dataset, giving them the exclusive right to copy, distribute, display or communicate it to the public. This means you need permission from the rights holder to use the software/algorithm or dataset. Such permission can be granted under the creative commons licenses. Right in databases and datasets are further described in section 5 below.

2   OVERVIEW OF THE CC0 AND 4.0 LICENSES

There are six versions of the CC 4.0 licenses which vary regarding commercial and non-commercial use, the right to modify and the obligation to license modifications on the same terms and conditions (copyleft) – see the chart below. The licenses are eternal for as long as you comply with them. You can continue using the Licensed Material on the terms of the license even if it is no longer distributed by the licensor.

		Use			Requirements		License full text
License short code	License name (license elements)	Non-commercial use [1] (extract and reuse data, copy, distribute, display – royalty free)	Commercial use (extract and reuse data, copy, distribute, display – royalty free)	Share modifications (derivatives) [2]	Copyleft (modifications shall be licensed on the same terms) [3]	Attribution (identification of creator, copyright notice etc. upon sharing) [4]	
CC0	CC0 1.0 Universal Public Domain Dedication [5]	YES	YES	YES	NO	NO (apart from non-waivable moral rights under law) [6]	https://creativecommons.org/publicdomain/zero/1.0/legalcode
CC BY 4.0	Attribution	YES	YES	YES	NO	YES	https://creativecommons.org/publicdomain/zero/1.0/legalcode.sv

CC BY-SA 4.0	Attribution - ShareAlike	YES	YES	YES	YES	YES	[https://creative commons.org/li censes/by-sa/4.0/legalcod e](https://creativecommons.org/licenses/by-sa/4.0/legalcode)
CC BY-NC 4.0	Attribution - NonCommercia l	YES	NO	YES	NO	YES	[https://creative commons.org/li censes/by-nc/4.0/legalcod e](https://creativecommons.org/licenses/by-nc/4.0/legalcode)
CC BY-NC-SA 4.0	Attribution-NonCommercia l-ShareAlike	YES	NO	YES	YES	YES	[https://creative commons.org/li censes/by-nc-sa/2.5/se/legal code](https://creativecommons.org/licenses/by-nc-sa/2.5/se/legalcode)
CC BY-ND 4.0	Attribution-NoDerivatives	YES	YES	NO [7]	N/A	YES	[https://creative commons.org/li censes/by-nd/4.0/legalco de](https://creativecommons.org/licenses/by-nd/4.0/legalcode)

CC BY-NC-ND 4.0	Attribution-NonCommercial-NoDerivatives	YES	NO	NO [8]	N/A	YES	https://creativecommons.org/licenses/by-nc-nd/4.0/legalcode

1) The borderline between commercial and non-commercial use as defined in the CC license is not easily drawn and may be interpreted differently in different jurisdictions. Non-commercial use is in the CC license defined as: "NonCommercial means not primarily intended for or directed towards commercial advantage or monetary compensation." According to Creative Commons, "the inclusion of "primarily" in the definition recognizes that no activity is completely disconnected from commercial activity; it is only the primary purpose of the reuse that needs to be considered". The type of organization using the Licensed Material is not as such decisive - even a for-profit organization can potentially fulfil this requirement. That said, if the use can lead to a commercial advantage or monetary gain in any way, either directly or indirectly, there is a risk that the use is deemed not to qualify as non-commercial. A commercial advantage could for example be any direct or indirect income, profits in reputation or savings of expenses.

2) Includes translated, altered, arranged, transformed, or otherwise modified. Note that if you include all or a substantial portion of the data in a licensed dataset into your own database, that is deemed a modification under the CC license.

3) If the licensed dataset is modified (translated, altered, arranged, transformed, or otherwise modified), such modifications, provided that they are protected by copyright or database rights, have to be licensed under the same CC license or an equivalent license explicitly approved by Creative Commons. This applies to all material derived from or based upon the Licensed Material. For example, if a licensed

dataset is reorganized into a database or substantial parts of the data is included in your database, those databases have to be licensed to the public under the same license as the original dataset. If you train an algorithm on a dataset licensed under creative commons, you are not required to license the algorithm. Note that you are not allowed to impose additional terms and conditions and that you are not allowed to impose technological measures restricting the ability to use the licensed material in accordance with the applicable license.

4)   Upon sharing the Licensed Material, including in modified form – including any of your databases into which you have included substantial parts of the data in the licensed dataset, you must:

      (a)   retain the following if it is supplied by the Licensor with the licensed dataset:
          (i)   identification of the creator(s) of the Licensed Material and any others designated to receive attribution, in any reasonable manner requested by the Licensor (including by pseudonym if designated);
          (ii)   a copyright notice;
          (iii) a notice that refers to this Public License;
          (iv) a notice that refers to the disclaimer of warranties;
          (v)   a URI or hyperlink to the Licensed Material to the extent reasonably practicable;
      (b)   indicate if you modified the Licensed Material and retain an indication of any previous modifications; and
      (c)   indicate the Licensed Material is licensed under the relevant CC license, and include the text of, or the URI or hyperlink to, the relevant CC license.

5)   This is a waiver of all rights to the Licensed Material rather than a license.

6)   Under for example Swedish law, creators of software/algorithms that are subject to copyright have a right to be mentioned upon sharing the work with the public in accordance with good practice. That right cannot be waived through contract, meaning that it still applies to material licensed under the CC0 (and other CC licenses). This does however not apply to databases or datasets that are only subject to the

database right and not subject to copyright (see section 5 for further explanations on the difference between copyright and database rights).

7) It is allowed to make modifications, but it is not allowed to share those modifications with the public.

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3 PRECAUTIONS

3.1 Use of the Licensed Material will be at your own risk:

– The licensors make no warranties and take no responsibility as to the accuracy or usability of the Licensed Material.

– Make sure that the person associating the Licensed Material with the CC0 waiver or any of the CC licenses is the actual owner of all copyright/database rights in the work. The licensor gives no guarantee under the CC licenses that it holds the necessary rights to grant you the rights under the CC licenses. This means you cannot hold the licensor responsible if a third party (for example a co-creator of the Licensed Material) would claim that your use constitutes infringement in its intellectual property rights. You should therefor assess whether it seems reasonable that the licensor is the actual creator and be aware if you suspect there may be other joint creators not mentioned as licensors.

3.2 A right to use the dataset under these licenses does not imply any right to use personal data that may be included in the dataset.

3.3   You may not license the Licensed Material to a third party imposing any additional or different terms and conditions than the creative commons license.

3.4   You should not assert or imply that your use of the Licensed Material is connected with, sponsored or endorsed by the rights holder. You should only fulfil the attribution requirements mentioned above and below.

4   ATTRIBUTION AND SHARING OF MODIFICATIONS

4.1   If a dataset has already been made available and the author has waived all its rights under CC0;

> "The owner has waived all its rights to this [software / database] under Creative Commons CC0 [Hyperlink to full license terms]"

4.2   If no modifications have been made, you should apply the following attribution when sharing the Licensed Material:

> "This [software / database] is licensed under Creative Commons CC-BY-** [Hyperlink to full license terms]".

4.3   If modifications were made:

4.3.1   If no copyleft:

> "This [software / database], excluding the modifications mentioned below, is licensed under Creative Commons CC-BY-** [Hyperlink to full license terms]. [We] have made the following modifications to the dataset [**]. [Include license to the modifications at your choice]"

4.3.2 If copyleft:

"This [software / database], including the modifications mentioned below, is licensed under [Creative Commons CC-BY-** [Hyperlink to full license terms] OR SPECIFY APPROVED EQUIVALENT LICENSE [Hyperlink to full license terms]]. [We] have made the following modifications to the dataset [**]"

5 FURTHER ON RIGHTS IN DATABASES AND DATASETS IN THE EU

5.1 Databases which, by reason of the selection or arrangement of their contents, constitute the creator's own *intellectual creation* may be protected by copyright. This will however normally not be the case. A dataset of for example pictures of road signs randomly collected by automatic means would normally not qualify for copyright since there is no intellectual creation. Such a database may instead be protected by database rights in accordance with the below.

5.2 Even if a database as such is not subject to copyright protection, certain pieces of contents of it may – for example an image of a painting, a photograph or a piece of text.

5.3 A precondition for database rights is that there has been a qualitatively and/or quantitatively substantial investment in either the obtaining, verification or presentation of the contents. The database right aims at protecting and facilitating this investment. If such an investment has not been made, such database can be freely used without permission provided that the contents as such are not subject to copyright.

5.4 A database right confers on the rights holder the right to prevent extraction, copying and re-utilization of *the whole* or of *a qualitatively and/or quantitatively substantial part* of the contents of that database. In other words it is not allowed to take advantage of the

qualitatively and/or quantitatively substantial investment made by the creator. Consequently it may be allowed to use specific elements of the database without permission as long as such use is not recurring in a way that it eventually may take advantage of the substantial investment made.

5.5   Copyrights in the EU apply for 70 years from the death of the creator. Database rights in the EU apply for 15 years.

6   AI SWEDEN LICENSING POLICY

6.1   Considering that AI Sweden wants to contribute to a culture of sharing, cooperation and action in the AI ecosystem, the following licenses could be used for licensing algorithms and databases held by AI Sweden. All licenses below include disclaimers of responsibility for quality, functionality and non-infringement of the work. They also include disclaimers regarding proper title to the work. The licenses have been chosen for being as simple as possible and should only be used where AI Sweden wants to share the work with the public domain free of charge for anyone to modify, share and use for commercial or non-commercial purposes. None are copyleft.

6.2   **For databases, datasets and software:**

6.2.1   **CC0** – This is a waiver of all rights and not a license. It imposes no obligations on the user, which makes this very simple for the user. The user can use the work without worrying about complying with any license terms.

6.2.2   If AI Sweden wishes to be mentioned in connection with any further sharing of its work, the **CC-BY** can be used instead.

6.3   **Software:**

6.4   Software can also be licensed under the **MIT license** (https://opensource.org/licenses/MIT). This is an easy and short license that only imposes one obligation on the licensee, namely to include/retain the copyright notice mentioning AI Sweden and a copy of the short license text in the software.