

# Open Government Licence – Adoption Guidelines

These guidelines provide context about the Open Government Licence with specific instructions for each clause. The guidelines also include a template of the full licence text for easy conversion to the web.

## Context

The Open Government Licence is a licensing agreement that can be used by any public body in Canada. The goals of the licence are:

- Provide the broadest possible use of the licensed material,
- Be easy to understand by end users and public bodies,
- Be easy to adopt by other public bodies, and,
- Facilitate broad use of data by ensuring licence terms are compatible.

Achieving these goals is only possible when public bodies who want to use the licence, adopt it as it was intended. This means the licence text is unchanged save for specific items which are meant to be changed to suit the individual public body and their respective jurisdiction.

The Open Government Licence is designed to provide public bodies across Canada with a consistent means of licensing their information. This consistency reduces barriers to publication, and avoids the cost of each public body developing its own licence. Perhaps most important is – with wider adoption of the licence – people are more likely to combine information from different public bodies because the license terms are compatible.

It is essential that users experience consistent terms when they encounter an Open Government Licence in Canada in order to achieve the goals stated above. To achieve consistency, public bodies are only required to change the licence text as outlined below and should have a similar layout and presentation for ease of comparison. This assures users that installations of the Open Government Licence contain the same principle clauses. If changes other than those identified are required, the resulting licence cannot be labeled as an “Open Government Licence.”

## Adopting the licence

Please note that licence information within the document has been modified specifically for public bodies within the Columbia Basin region of British Columbia.

Public bodies are invited to adopt the Open Government Licence template according to the instructions and principles established in these guidelines. Adoption is voluntary and can be done unilaterally. If you wish to discuss this licence or adoption guidelines, please contact [iparfitt@selkirk.ca](mailto:iparfitt@selkirk.ca).

## Specific Instructions

The Open Government Licence consists of a Preamble, Title and thirteen clauses. In the table below are the sections of the licence with required changes for each public body. The specific aspects which require change are noted by square brackets [...]. The details of the changes are noted in the Comments.

At the end of the table is the full licence text including the aspects which require change.

Open Government Licence sections	Comments
<p><b>Preamble</b>            This Open Government Licence is based on version 2.0 of the Open Government License – Canada, which was developed through public consultation and collaborative efforts by provincial and federal governments. The only substantive changes to the license are references to the region of jurisdiction and the name of the public body.</p>	<p>Optional</p>
<p><b>Open Government Licence – [<i>Name of legal entity</i>]</b>            You are encouraged to use the Information that is available under this licence with only a few conditions.</p>	<p><b>Required Change</b>            The public body appends their name to the title.</p>
<p><b>Using Information under this license</b>            1. Use of any Information indicates your acceptance of the terms below.            2. The Information Provider grants you a worldwide, royalty-free, perpetual, non-exclusive license to use the Information, including for commercial purposes, subject to the terms below.  <b>You are free to:</b>            3. Copy, modify, publish, translate, adapt, distribute or otherwise use the Information in any medium, mode or format for any lawful purpose.</p>	<p>No Changes</p>

<p><b>You must, where you do any of the above:</b></p> <p>4. Acknowledge the source of the Information by including any attribution statement specified by the Information Provider and, where possible, provide a link to this licence.</p> <p>If the Information Provider does not provide a specific attribution statement, or if you are using Information from several information providers and multiple attributions are not practical for your product or application, you must use the following attribution statement:</p> <p>Contains information licensed under the Open Government Licence – [<i>insert name of legal entity</i>].</p> <p>5. The terms of this licence are important, and if you fail to comply with any of them, the rights granted to you under this licence, or any similar licence granted by the Information Provider, will end automatically.</p>	<p><b>Required Change</b></p> <p>Clause 4 – the public body appends their name to the attribution statement.</p>
<p><b>Exemptions</b></p> <p>6. This licence does not grant you any right to use:</p> <ul style="list-style-type: none"> <li>a) Personal Information;</li> <li>b) Information or Records not accessible under applicable laws</li> <li>c) third party rights the Information Provider is not authorized to license;</li> <li>d) the names, crests, logos, or other official marks of the Information Provider; and</li> <li>e) Information subject to other intellectual property rights, including patents, trade-marks and official marks.</li> </ul>	<p>No Changes</p>
<p><b>Non-endorsement</b></p> <p>7. This licence does not grant you any right to use the Information in a way that suggests any official status, or that the Information Provider endorses you or your use of the Information.</p>	<p>No Changes</p>

<p><b>No warranty</b></p> <p>8. The Information is licensed “as is”, and the Information Provider excludes all representations, warranties, obligations, and liabilities, whether express or implied, to the maximum extent permitted by law.</p> <p>9. The Information Provider is not liable for any errors or omissions in the Information, and will not under any circumstances be liable for any direct, indirect, special, incidental, consequential, or other loss, injury or damage caused by its use or otherwise arising in connection with this license or the Information, even if specifically advised of the possibility of such loss, injury or damage.</p>	<p>No Changes</p>
<p><b>Governing Law</b></p> <p>10. This licence is governed by the laws of British Columbia and the applicable laws of Canada.</p> <p>11. Legal proceedings related to this licence may only be brought in the courts of British Columbia.</p>	<p>No Changes</p>
<p><b>Definitions</b></p> <p>12. In this licence, the terms below have the following meanings:</p> <p><b>"Information"</b> means information resources or Records protected by copyright or other information or Records that are offered for use under the terms of this licence.</p> <p><b>"Information Provider"</b> means [<i>insert legal name of entity</i>].</p> <p><b>"Personal Information"</b> has the meaning set out in Schedule 1 of the <a href="#">Freedom of Information and Protection of Privacy Act (British Columbia)</a>.</p> <p><b>"Records"</b> has the meaning set out in Schedule 1 of the <a href="#">Freedom of Information and Protection of Privacy Act (British Columbia)</a>.</p> <p><b>"You"</b> means the natural or legal person, or body of persons corporate or incorporate, acquiring rights under this licence.</p>	<p><b>Required Change</b></p> <p>Clause 12 is a series of defined terms. The definitions will change according to the specifics of the public body.</p> <p>“Information Provider” – provide the legal name of the public body.</p>

**Versioning**

13. This is version 1.0 of the Open Government Licence – [*insert name of legal entity*]. The Information Provider may make changes to the terms of this licence from time to time and issue a new version of the licence. Your use of the Information will be governed by the terms of the licence in force as of the date you accessed the Information.

**Required Change**

Clause 13 – This entire clause is to be included. The public body is to append their legal name into the first sentence.

## Complete Open Government Licence template:

### Preamble

This Open Government Licence is based on version 2.0 of the Open Government Licence – Canada, which was developed through public consultation and collaborative efforts by provincial and federal governments. The only substantive changes to the licence are references to the province of jurisdiction and the name of the public body.

## Open Government Licence – [*insert legal name of entity*]

You are encouraged to use the Information that is available under this licence with only a few conditions.

### Using Information under this licence

1. Use of any Information indicates your acceptance of the terms below.
2. The Information Provider grants you a worldwide, royalty-free, perpetual, non-exclusive license to use the Information, including for commercial purposes, subject to the terms below.

### You are free to:

3. Copy, modify, publish, translate, adapt, distribute or otherwise use the Information in any medium, mode, or format for any lawful purpose.

### You must, where you do any of the above:

4. Acknowledge the source of the Information by including any attribution statement specified by the Information Provider(s) and, where possible, provide a link to this licence.

If the Information Provider does not provide a specific attribution statement, or if you are using Information from several Information Providers and multiple attributions are not practical for your product or application, you must use the following attribution statement:

Contains information licensed under the Open Government Licence – [*insert legal name of entity*].

5. These are important terms of this licence, and if you fail to comply with any of them, the rights granted to you under this licence, or any similar licence granted by the Information Provider, will end automatically.

### Exemptions

6. This licence does not grant you any right to use:
  - a) Personal Information;
  - b) Third party rights the Information Provider is not authorised to license;

- c) The names, crests, logos, or other official symbols of the Information Provider; and
- d) Information subject to other intellectual property rights, including patents, trade-marks and official marks.

## Non-endorsement

- 7. This licence does not grant you any right to use the Information in a way that suggests any official status or that the Information Provider endorses you or your use of the Information.

## No warranty

- 8. The Information is licensed “as is”, and the Information Provider excludes all representations, warranties, obligations, and liabilities, whether express or implied, to the maximum extent permitted by law.
- 9. The Information Provider is not liable for any errors or omissions in the Information, and will not under any circumstances be liable for any direct, indirect, special, incidental, consequential, or other loss, injury or damage caused by its use or otherwise arising in connection with this licence or the Information, even if specifically advised of the possibility of such loss, injury or damage.

## Governing Law

- 10. This licence is governed by the laws of the province of British Columbia and the applicable laws of Canada.
- 11. Legal proceedings related to this agreement may only be brought in the courts of British Columbia.

## Definitions

- 12. In this licence, the terms below have the following meanings:

**"Information"** means information resources protected by copyright or other data that are offered for use under the terms of this licence.

**"Information Provider"** means *[insert legal name of entity]*.

**"Personal Information"** has the meaning set out in Schedule 1 of the [Freedom of Information and Protection of Privacy Act \(British Columbia\)](#).

**"Records"** has the meaning set out in Schedule 1 of the [Freedom of Information and Protection of Privacy Act \(British Columbia\)](#).

**"You"** means the natural or legal person, or body of persons corporate or incorporate, acquiring rights under this licence.

## Versioning

- 13. This is version 1.0 of the Open Government Licence – *[insert name of legal entity]*. The Information Provider may make changes to the terms of this licence from time to time and issue a new version of the licence with updated information. Your use of the Information will be governed by the terms of the licence in force as of the date you accessed the information.