Comments on the Government Open Data Use License - India (draft)

by

DataMeet

Dear Madam/Sir,

We are grateful for making the draft "Government Open Data Use License – India" public, and inviting for and providing sufficient time for comments to be submitted.

This submission presents comments and recommendations by the DataMeet[1] community on the proposed Open Data Use License – India (draft)[2]

DataMeet is a community of over 1500 data enthusiasts from around the country who meet and and work towards making data more open and accessible to all. We share information on how to access and use information, give technical support to people, and discuss policy issues regarding data and geospatial data. We have worked with the NIC team that implements Data.Gov.In on what data the community wants to use and have access to.

The DataMeet community in general has been very positive on the proposed license. With that they would like to provide the following

Comments and Recommendations

#Section 3: Permissible Use of Data

We suggest to include the definition of "Access" in the license document. The access here is implicitly through a human clicking download link without any restrictions as required under the RTI act. Some open data sets are provided through APIs. For example "*Locality based PINCODE*"[3]. We suggest for the open data provided through APIs, include data, metadata, structure of API's under the license. This is important to use the data provided by APIs and also Interoperability between the systems using these APIs.

#Section 4.d: No Warranty

A limited warranty on the quality and completeness of data is required for the data to be useful and trustworthy. If there is no minimum warranty from data provider then the data becomes useless and unreliable. We suggest removing the section "*Under any circumstances, the user may not hold the data provider(s) responsible for: i) any error, omission or loss of data*" from the warranty clause. In addition we suggest to digitally sign the data by providing

the hash of files or detached digital signatures which can be used to verify datasets thus increasing the trustworthiness of data and usage in research and development.

#Section 4 (f) : Continuity of Provision

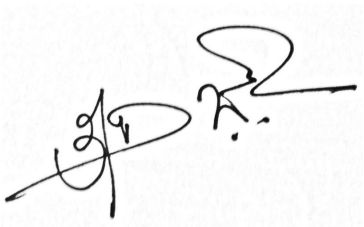
As per the RTI act, the information/data provider is liable to provide information upon request. Proactive disclosure helps in reduction of requests to the data provider. It is the duty of the provider to make sure that public data is continuously updated. This clause may not be ideal to be part of the license and we request you to remove it. For Example "Indian Railways Timetables[4] " data constantly changes and warrants for updates.

#Section 6: Exemptions

Exemptions should not be part of the license. License should be concerned about the way a given dataset is shared or distributed rather than what kind of data it is. It shouldn't matter to the license to what type of data license is being applied. We suggest this entire section to be removed. We understand the importance of exemptions and recommend they be made as guidelines to data providers and not users.

Please do get in touch with us for any clarification. We are more than happy to collaborate.

With Regards,



Thejesh GN
On Behalf of DataMeet community.
http://datameet.org
India, 25 July 2016

Footnotes:

1. http://datameet.org
2. https://www.mygov.in/group-issue/public-consultation-government-open-data-use-license-india/
3. https://data.gov.in/catalog/locality-based-pincode
4. https://data.gov.in/catalog/indian-railways-train-time-table-0