Traffic Data Ecosystem – Dataset Terms of Use [TEMPLATE]

1.1 Dataset Terms of Use [Template]

DATA PROVIDER

_____ acts as the Data Provider.

SCHEDULES

Schedule	Description
1	Dataset Description [no. 1][1]
2	

BACKGROUND

The purpose of this Dataset Terms of Use is to define, the Data that the Data Provider makes available through the Network and to set out the terms and conditions for the use of such Data.

DEFINITIONS

As used in this Dataset Terms of Use, including the Schedules hereof, unless expressly otherwise stated or evident in the context, the following terms and expressions have the following meanings, the singular (where appropriate) includes the plural and vice versa, and references to Schedules and Sections mean the Schedules and Sections of this Dataset Terms of Use:

"Data Provider"	means the entity defined under section "Data Provider" above.
"User"	means any End User, Service Provider, Operator or Third Party End User who processes any Data that is made available by the Data Provider under these Dataset Terms of Use. [Otetaan kontrollilistaan kysymys siitä, että miten eri skenaarioissa mm. datan edelleen jakelu ja siihen liittyvät ehdot on määriteltävä]

"[defined term]"[2]	means [definition]

Other terms and expressions have the meanings defined in the General Terms and Conditions.

APPLICABILITY AND SCOPE

These Dataset Terms of Use apply to the Dataset(s) provided by the Data Provider under the Constitutive Agreement [dated [●] [●] 202[●] / as acceded by the Data Provider under the Accession Agreement dated [●] [●] 202[●]][3] and as further defined in **Schedule 1**.

By using any such Data, the User undertakes to use the Data in compliance with these Dataset Terms of Use.

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[1] **Note**: Where the Data Provider provides several Datasets under the Dataset Terms of Use, the Data Provider may prefer to include individual Dataset Descriptions as separate Schedules herein. It should be noted that, where the terms and conditions for different Datasets are different, the Data Provider must define separate Dataset Terms of Use for any such Datasets.

[2] **Note**: Please list herein, where applicable, any definitions introduced in these Dataset Terms of Use.

[3] **Note:** Please edit based on the date on which the Data Provider has become a party to the Constitutive Agreement.

In the event that a discrepancy arises between the Constitutive Agreement or any of its appendices and these Dataset Terms of Use, these Dataset Terms of Use and its Schedules will prevail. Furthermore, in the event that a discrepancy arises between these Dataset Terms of Use and any of its Schedules, these Dataset Terms of Use will prevail.

DATA

The Data as well as its location and method of distribution are defined in the Dataset Description(s) (**Schedule 1[- ●]**[4]).

THE DATA PROVIDER HAS THE RIGHT TO PROVIDE THE DATA TO THE USER AS FURTHER DEFINED IN THE CONSTITUTIVE AGREEMENT AND THESE DATASET TERMS OF USE. RIGHT TO USE THE DATA

Subject to these Data Set Terms of Use, the Data Provider hereby grants the User a non-exclusive right to the Data to[5]

Forms of use:

(1)   receive, process and reproduce[6];

(2)   refine and modify to generate Derived Material;

(3)   [*Forms of redistribution:*

(4)   redistribute the Data to the other Parties; and

(5)   redistribute[7] the Data to Third Party End Users [provided that the Service Provider includes in its agreement with any Third Party End User the terms and conditions of this Dataset Terms of Use / clauses […][8] of this Dataset Terms of Use]]

in [Finland/the European Union and the European Economic Area/globally].

The User is entitled to utilise software robots or other forms and applications of robotic process automation or machine learning or artificial intelligence when processing Data provided that the applicable confidentiality obligations are respected. In accordance with the aforementioned, the User has the right to learn from the Data and to use any professional skills and experience acquired when processing the Data.

RESTRICTIONS ON THE USE AND REDISTRIBUTION OF DATA

The Data may not be processed for [●].[9]

<div style="border:1px solid green">

Kommentoinut [SJ1]: 26.1.2021: Sanamuoto laajennettu niin että sallii roolista riippumatta datan edelleenjakelun muille jäsenille.

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[4] **Note**: Where applicable, please add references to additional Schedules.

[5] **Note**: The list hereinafter provides an example of the matters to be included in this clause with regard to the right to use the Data. The Data Provider and/or the Members of the Network may want to consider preparing a more specific Network specific template(s) for the Dataset Terms of Use to reflect the business context of the Network.

[6] **Note**: Please note that Derived Materials can be distributed to Third Parties without restrictions. Thus, it is important that the Data Provider considers on a case-by-case basis whether

[7] **Note**: Please note that, in accordance with the General Terms and Conditions (clause **Virhe. Viitteen lähdettä ei löytynyt.**), Data can be redistributed to Third Party End Users only if permitted under the applicable Dataset Terms of Use. As such, please remove the redistribution right where it does not apply to a specific Dataset(s).

[8] **Note**: Alternatively, the Members or the Data Provider may want to prepare a separate Schedule, including any terms and conditions that must be included in any redistribution agreements.

[9] **Note**: Please describe herein any specific restrictions that apply to the Dataset(s).

[The Data may not be redistributed to [Affiliates] or [●]].

DERIVED MATERIAL

The following shall not be considered as Derived Material and the rules relating to the use of Data continue to apply in case:

[(i) the Data can be readily converted, reverted or implied from the Derived Material to recreate the   Data;
(ii) the Derived Material can be used as a substitute for the Data;
(iii) individual Data Providers of the Data can be identified from the Derived Material;
(iv) the Derived Material contains any Data Provider's Confidential Information; or
(v) ...]

[For the avoidance of doubt, in case a Dataset is modified only in minor ways and used for substituting the original Dataset, it shall not be regarded as Derived Material and remains under the restrictions set out above for the Data.]

[RESTRICTIONS ON THE USE AND REDISTRIBUTION OF DERIVED MATERIAL]

Derived Material may not be used for [●]]

[Derived Material may not be redistributed to [●]].

FEES AND PAYMENT TERMS

The use of Data is subject to fees and charges, as further defined in **Schedule 1**.[10]

REPORTING

The use of Data is subject to the following specific reporting obligations: [●].[11]

AUDIT

The use of Data is subject to the following specific audit obligations: [●].[12]

DATA SECURITY

The use of Data is subject to the following specific data security obligation: [●].[13]

CONFIDENTIAL INFORMATION

The Parties acknowledge that the Dataset, as defined in **Schedule [1]**, includes Confidential Information and that its use and processing is subject to: [●].[14]

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[10] **Note**: Where applicable, any fees or charges related to the Data should be defined and referred to herein as the default option under clause **Virhe. Viitteen lähdettä ei löytynyt.** of the General Terms and Conditions is that the Data is provided free of charge.

[11] **Note**: Please describe herein, where applicable, any specific reporting obligations that apply to the use of the Dataset(s).

[12] **Note**: Please describe herein, where applicable, any specific conditions for audits (see clause 13 of the General Terms and Conditions and the Constitutive Agreement).

[13] **Note**: Please describe herein, where applicable, any specific data security requirements for the Dataset(s) (see clause 5 of the General Terms and Conditions and the Constitutive Agreement).

[14] **Note**: Where the Dataset(s) include Confidential Information, the Data Provider should detail herein any specific requirements it deems necessary in order to make the Data available within the Network.

DATA PROTECTION

The Data includes personal data, and its reception and processing is subject to the following: [●].[15]

INTELLECTUAL PROPERTY RIGHTS

[●][16]

DISCLAIMER AND LIMITATION OF LIABILITY

[**Example**: Unless otherwise expressed in these Terms, the Data Provider offers the data "as is" and "as available" with no warranty of any kind. The risk inherent in the suitability of the data for the User's purposes remains solely with the User. Notwithstanding the above, this does not limit the Data Provider's liability under clauses 11.3–11.4 of the General Terms and Conditions [and clause(s) of the Constitutive Agreement]].[17]

EFFECTS OF TERMINATION

[ADDITIONAL TERMS, IF ANY] ENTRY INTO FORCE AND APPLICATION

This right to use the Data will enter into force when the User accesses the Data and apply until the User stops processing the Data.

REFRAINING FROM SHARING DATA AND AMENDMENTS

The Data Provider may refrain from sharing Data within the Network and change these terms and conditions (including but nor limited to the content or quality of the Dataset) at any time by notifying all other Members to the Network of such change in writing. The provision of Data will end or the modified terms will enter into force within ninety (90) days after the Data Provider has notified the other Members of the refraining of sharing or amendments made to these terms and conditions, but the amendments will not apply to any Data received by the Users prior to the entry into force of the amendments.

OTHER TERMS

[●][18]

[APPLICABLE LAWS AND DISPUTE RESOLUTION[19]

These Dataset Terms of Use are governed by and construed in accordance with the laws of Finland, without regard to its principles of private international law and conflict of laws rules.

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[15] **Note**: Clause 9 (see below) of the General Terms and Conditions defines the default terms and conditions that apply to data protection. In the event that the Data includes personal data, the Data Provider must consider defining herein the terms and conditions for the transfer and processing of personal data in further detail. In addition, further consideration is required where the Data includes personal data (or anonymised personal data), which would be redistributed to Third Party End Users.

[16] **Note**: Where the Data Provider considers it necessary to derogate from the default approach for Intellectual Property Rights (clause 8 of the General Terms and Conditions), Dataset specific derogations should be described herein. However, to manage the Intellectual Property Rights effectively, the Members should consider whether it would be feasible to define the default approach to Intellectual Property Rights for the Network by establishing a standard template for Dataset Terms of Use that apply to the specific Network.

[17] **Note**: Clause **Virhe. Viitteen lähdettä ei löytynyt.** of the General Terms and Conditions sets out provisions that apply to the limitation of liability. Any Dataset specific derogations regarding liability should be defined herein. Please note, where applicable, that the Members may have derogated from the liability clauses of the General Terms and Conditions, in which case such liability clauses should be referred to herein for clarity.

[18] **Note**: The Data Provider (and the Members of the Network) should consider, on a case-by-case basis, whether any other terms regarding the use of Data are considered necessary.

[19] **Note**: Please note that this clause is potentially relevant only where the Data can be redistributed to Third Party End Users as one of the conditions, which should be included in the agreement governing the redistribution of the Data to Third Party End Users.

Any dispute, controversy or claim arising out of or in relation to the Data shared under these Dataset Terms of Use, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one, the seat of arbitration shall be Helsinki, Finland and the language of the arbitration shall be English.]

APPENDIX: Metadata description - Dataset

The following table shows an overview of the Metadata elements, as defined in this document. The most-right column shows an example, how the Metadata elements could be filled for a specific data set.

Area	Element name	Element type	Mandatory	Example
Metadata info	Metadata date	Date	Yes, automatic	4.10.2021
	Metadata language	Predefined (en/se/fi)	Yes, automatic	en
Content info	Dataset name	Free text	Yes	Finnish traffic cameras
	Dataset description	Free text	Yes	Pictures of public Fintraffic owned traffic cameras
	Data provider	Free text	Yes	Fintraffic
	Data contact	Free text	Yes	Mika.Ahvenainen@fintraffic.fi
	Resource type	Predefined	no	Pictures, JPEG
	Dataset category	Predefined	no	Road/Safety/Cameras
	Keywords	Free text list	No	Cameras, Finland, Traffic
	Data use cases and value	Free text	no	Check status of Finnish main roads
	Data coverage	Free text	no	Finland main roads
	Data origin	Free text	No	Fintraffic cameras
	Data size	Free text	No	1.5MB / picture
	Contains PID	Yes/no	No	No
Access info	Data encoding	Predefined / Free text	No	JPEG

	Data format	Predefined / Free text	Yes	JSON
	Access URL / Location:	Free text	Yes	https://tie.digitraffic.fi/api/v1/data/camera-data
Quality info	Update frequency	Predefined	Yes	Every 10 mins
	Quality description	free text	no	680 x 380 pixels, XYZ Certified data
	Service levels	Predefined / free text	No	Best effort
Rights	Rights to use	Predefined / free text	Yes	CC4.0
	Resctrictions for use	Predefined / free text	no	Please see digitraffic.fi
	Fees and payment terms	Predefined / free text	no	Free
	Authentication / Authorization	Yes/no	no	No authentication required
Additional info	Additional info	Free text	No	Fintraffic providess also other datasets. Please see provider URL for more info.
	Data provider URL:	URL	No	www.digitraffic.fi