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**Modalities of Data Sharing between International Organizations: towards more  
Compatibility with Good Dissemination Practices of National Official Statistics**

**Prepared by ECE**

**Introduction**

1. CCSA has adopted SDMX as standard in 2006. This includes the co-called “pull” mode, by which a user (and in this broad context the term user also includes statisticians from national or other international producer of statistics) can automatically download an XML file, containing data (and metadata) from various providers’ web services for their own and their organizations’ use.
2. This paper is not about the technical, conceptual or managerial issues that have to be addressed and solved for SDMX to work in practice, but about some of the conditions related to the downloading and use of international statistics that are made available by international organizations on the web. This aspect, which may be called legal or contractual issues, has not received much attention in the SDMX context so far. The reason for this may be that the successful test implementations of the pull mode in certain subject areas have either not been made available to the public at large, or been a pull mode from national datasets where restrictions of use are not an obstacle.
3. The Principles Governing International Statistical Activities, adopted by the CCSA in 2005, also address this issue, notably in:
  - (a) Principle 1: High quality international statistics, accessible to all, are a fundamental element of global information systems, with the 3rd good practice as “compiling and disseminating international statistics based on impartiality”;
  - (b) Principle 5, 4<sup>th</sup> good practice: sharing collected data with other organizations and collecting data jointly where appropriate.
4. This paper will not look at the data as they are collected by international organizations and the ways they may be shared, but at the output side: how can international official statistics that are fit for dissemination be shared and reused by other organizations? A full implementation of these principles would bring international official statistics closer to the current level of electronic dissemination standards in modern national systems of official statistics. This level is characterized by:
  - (a) an interactive output database, with sufficient metadata, covering all subject areas to be accessible for all users on the web;
  - (b) simultaneous access to new elements of the database for all users, without any prior access for governmental users;
  - (c) no fee for users access, extraction and downloading, except for the telecommunication charges; additional services may be subject to fees, however;
  - (d) free use of these data in terms of republishing or redissemination in all forms if the source is clearly indicated.

In other words, modern national official statistics considers results of official statistics on the web as public good for which obstacles to access should be as low as possible. This principle is valid not only for the main producer, the NSO, but also for the other producers of official statistics at national level

5. Between producers of the same national statistical system, data sharing that is free of charge normally goes well beyond the content of the output database and includes intermediate aggregates and in many cases microdata. In the same way, guidelines for sharing output data at international level, once agreed, may subsequently be extended to other non-confidential statistical data owned by international organizations, e.g. the data as collected from countries. The possibility of sharing confidential data owned by international organizations, be they confidential because of protecting the privacy of individual units or because of other reasons, is not discussed here, because confidentiality implies that data sharing is not authorized.
6. It is obvious that sharing of output data between international organizations cannot be discussed without looking at the dissemination of statistical products to the public at the same time. If organization A (provider organization) charges most users, and organization B (reproducer organization) has a policy of free access for everybody, there is a problem if A wants to share with B a substantial proportion of its data even if this flow were free of charge: A will have to make sure that B does not make this dataset available free of charge, because this would undermine the market for A's direct selling of data to third users. If only a small proportion of A's data is shared with B, the risk of the market being undermined is much smaller even if B were to be allowed free of charge redissemination.

#### **Present situation: some examples of existing conditions of use**

7. Among the organizations that offer public access to statistical databases with extraction and downloading facilities, some examples of conditions for use are reproduced in *Annex 1*.
8. With the notable exceptions of EUROSTAT and FAOSTAT, these copyright statements are not specific to the statistics part of the website; they are of general nature for all types of "material" accessible on the website of the same organization.
9. Among the organization where access to certain statistics products in electronic form is restricted to certain users, the conditions of use for OECD are reproduced in *Annex 2*, those for the IMF in *Annex 3*, and some other examples of subscriber access conditions in *Annex 4*.
10. In the cases of access that is not free for everybody, the conditions of use are specifically tailored to statistical products in electronic forms (in the IMF case also valid for CD-ROMs with statistics). Within the groups of authorized users, conditions may vary between academic/research and commercial users, both with respect to price and conditions of use. FAOSTAT uses the same statement for the public and the subscription parts.
11. The examples of copyright statements and conditions of use given in the four Annexes show a great deal of variety, with some of them being very restrictive. The use and redissemination of statistics by other international organizations would have to be severely reduced, even compared to its present level, if these statements were respected to the letter. Only EUROSTAT offers an unrestricted use of the full range of its data.

12. What is also very different is the proportion of data available free of charge, compared to those that are variable only for those who are paying subscribers. This varies between 100% and a small fraction. Some organizations allow access to the output database (including downloading) only to a limited range of users not determined by willingness pay, but based on institutional criteria (administrations of member States); other users may have access free of charge to statistical data in another electronic form than a fully fledged statistical output database, with copyright conditions attached to such products that are not specific to statistical products.
13. In a more general way, the data work of international organizations is based on statistics produced in systems of national official statistics, collected either directly from the national level, or indirectly through other international organizations. If national and international official statistics are considered as a stepwise chain of value added, from the raw data collected from enterprises or households (or raw administrative records) to comparable international data sets, it is fair to state that the higher share of value is added at the national level. Since data flows from the national to the international level are in the overwhelming majority without compensation for national providers, there is not much legitimacy for international providers of statistical products to either charge for access, or to impose conditions of use that are much more restrictive compared to national statistical products. The situation is different for analytical products of international organizations, where the value added at international level is the major element.

**Proposal for harmonizing conditions for the mutual access and use of output data between international organizations**

14. Four cases can be distinguished concerning the present situation of access to international statistics:
  - (a) Organizations that offer to the public an interactive database on their website for access, extraction and downloading at the present moment, either free of charge and/or against subscription;
  - (b) Organizations that offer an interactive statistical database only to a restricted user group (e.g. users from governments of Member States); public access is only to electronic documents on the web;
  - (c) Organizations with a statistical database of output data accessible only to staff of the organization (but beyond the statistical department);
  - (d) Organizations without any statistical database for output data, but with release of statistical products as electronic documents.
15. For the case (a), it is proposed that at least 80% of what is available from a provider organization in its public database in the present and in the future is made (or continues to be made) available free of charge. The only conditions for all users, including other international organizations as possible reproducers, concerning the use and dissemination of such data should be:
  - i. Clear indication of the source in all internal and external products, whether statistical or other, but especially when re-disseminating data in form of another statistical output database, in such a way that the user can clearly see which data have been taken over from which other international organization all along the extraction and downloading process;
  - ii. Reproducing the essence of the original metadata in a user-friendly way;
  - iii. No commercial use or sale of these data obtained free of charge (this is discussed more in detail below in paragraphs 22 and 23);

- iv. Clear explanation by the reproducer organization in the case it adjusts or corrects data that are taken over from a provider organization (in the same way this is done for adjustments to national data);
  - v. In the case of a reproducer organization that re-disseminates data through a public statistical database: keeping track of the frequency of access and downloads for the data taken over from provider organizations, and periodical sharing of these statistics with each provider organization.
16. As a consequence, organizations of type a would have to abandon any limitation in size that may exist presently for downloading free of charge, and limit the content of the subscription for fee part to 20%. For the 80% part, CCSA members would have to be able to receive the data in electronic form without payment even before all elements are included in the public output database.
  17. For the case (b), it is recommended that the content of the output database with limited external access is gradually opened to the general public to reach 80% of the content of the database with restricted access, with the rules (a) i to (a) iv applicable for the public domain;
  18. The consequence for this type of organizations are threefold: first, they would have to open up for free public access a gradually increasing part of their output, secondly, they would have to abandon restrictive clauses of reuse and redissemination before public access is implemented, and thirdly they would have to stop charging other CCSA members for electronic data provision in any form.
  19. For the cases (c) and (d), and prior to any decision by the provider organization to develop and make accessible to outside users a statistical output database, other CCSA members should have the possibility of receiving free of charge data in electronic format from about 80% of the data produced by the organization as part of its statistical activities, and to use them under the conditions i to iv spelled out for case (a).
  20. The consequence for this type of organizations is that they would have to abandon their restrictive clauses for reuse for 80% of the output data provided in one form or another, and stop charging CCSA members for any electronic data transmission.
  21. Theoretically, dropping restrictive conditions of reuse could be limited to other international organizations. However, because of the connection between data sharing among CCSA members and dissemination in general explained in paragraph 6, such a distinction would not be sustainable. Even if the main objective is to allow other international organizations better access and unlimited use, including re-dissemination, a change in dissemination policy affects the dissemination of statistical products to all users. With respect to the pricing element, a differentiation in favor of CCSA members as transitory feature before the provider offers these data through a public database free of charge to all users may not be completely excluded, but it is not likely to be sustainable over a long period either.
  22. Condition (a) iii on the ban of commercial use or sales of the data received free of charge needs some further elaboration. It is valid for the reselling of the data as such, i.e. as a statistical product<sup>1</sup>, and not for any analytical products for which these data (or the input data collected from countries) may be used. Access to such analytical products may remain chargeable irrespective of the source of the input data. Furthermore, the ban on reselling is valid for statistical products on the web (as part of statistical database or an electronic document) only, but not for statistical products in other

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<sup>1</sup> For the difference between statistical and analytical products, see the other paper submitted by ECE for the 10<sup>th</sup> CCSA meeting: *Data imputations by international agencies, SA/2007/11*

formats insofar as the price of these other formats are limited to cover the cost of producing these formats and do not contain a price element for the content as such.

23. Because of condition (a) iii, provider organizations may continue to charge commercial users. This condition is different from the good national (and EUROSTAT) practice described above, in which any use, whether commercial or not, is authorized. It is proposed to keep the option of maintaining this difference between national and international level for the sake of safeguarding at least some of the present revenues generated by statistical products to provider organizations. However, to make this distinction between commercial and non-commercial use viable in practice in an environment of data sharing between various international organizations, all organizations would have to agree on a common policy towards pricing for commercial users. This implies also a common definition of commercial use, and a common quantitative threshold for the volume of data above which pricing for commercial user would become applicable.
24. The above conditions do not exclude that access to output databases are based on subscriptions, but subscriptions for the 80% part would have to be possible for everybody and could not be made dependent on paying a subscription fee. The advantage of providing access on a subscription basis is that users have to identify themselves to the producer of the database, and this facilitates the possibility of gaining user feed-back. As incentive to users to reveal their identity, organizations can also offer additional features, e.g. storing queries.
25. The proposed target value of 80% requires some explanation. Some countries have criticized a leading provider organization of international statistics for not making available most of the data free of charge to the public. The recent reply of the chief statistician was that 80% is available electronically free of charge to the public (but not necessarily as part of an output database). In the present proposal, this threshold is included for the same reason as the option to charge for commercial users, i.e. to ease somewhat the conflict of interest between adherence to the international principles and generation of revenues. In the long term, however, the international principles imply that 100% of results of international official statistics are made available electronically to all users in an impartial way, i.e. without fees or restrictions of use.

### **Comparison between the proposal and the present situation**

26. With the important exception of EUROSTAT, there is obviously a considerable gap between the proposal in the previous chapter, and most of the examples of copyright statements listed in Annex 1, and an even greater gap in comparison with the examples of conditions of use statements for statistical databases with restricted access listed in Annexes 2, 3 and 4. Unlike for national official statistics (and EU statistics), where dissemination is based on a specific legal basis for official statistics and can therefore differ from provisions that regulate dissemination of other government information, no such distinction has been made at international level for websites open to the public. Such copyright and conditions of use statements are of general nature for all products, and it is therefore no surprise that they cannot cover the present and future needs of disseminating official statistics at international level, characterized by statistical output databases, the web, and the new Principles Governing International Statistical Activities. The statistical departments of international organizations are often bound by the rules set up by other departments (public relations, publications etc.).
27. How to reduce the gap? In the case of ECE, we replaced recently the general copyright statement of the UN quoted above by a specific copyright statement for our statistical database, which reads as follows:

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We did not ask anybody whether we are authorized to introduce such a specific statement, but in the case this might be contested in future, we will use the explicit endorsement of the International Principles by the so-called EC-ESA principals of the UN Secretariat (Heads of Departments) as argument for maintaining the specific rule for statistics. Other parts of the UN may wish to take a similar proactive step.

28. Another possible strategy is the continuation of the “as if” policy, i.e. to simply ignore the restrictive clauses for reuse and dissemination, hoping that nobody in the provider organization will care. However, such a policy does not solve the question of pricing, and is vulnerable to any sudden change in the enforcement policy. In addition, this is a policy that would have to be “low-key” or almost invisible, which would certainly limit the possibility of extending free access without conditions of use to the target value of 80%, so it would not reduce the gap significantly. Notably for the SDMX pull mode to become widely applicable to a broader range of users, this does not seem to be a viable strategy.
29. The major obstacle in moving towards more data sharing is in the fact that dissemination departments (and if they receive a share of the sales receipts also the statistical departments) are often keen on maximizing sales of products, and free dissemination of 80% of statistics on the web without strict conditions on use would clearly diminish revenues. However, the charging of commercial users remains open, and the 20% of data not subject to free dissemination can be chosen in such a way as to limit the loss of revenues. Like in the case of the pricing policy for commercial use, an agreement between provider organizations on the datasets in the 20% part would have to be made, because the distinction between the 80% and the 20% would not work if the same dataset is offered free of charge in one case, but for fee by a second provider.
30. The crucial step to be overcome within each organization is the de facto or better explicit recognition that statistical products in electronic form, at least to 80%, require specific conditions of use statements that are different from non-statistical products the same organization offers in electronic forms, whether free of charge or on a chargeable basis. Arguing for this exception will not be straightforward, but the recent international principles, and the necessity of harmonizing with the national standards, can be used in this context. Furthermore, the absence of harmonized conditions specific to statistics would delay the implementation of the pull mode of SDMX at international level.
31. The example of the MDG database of UNSD, available free of charge, with inputs from many provider organizations, is a good example that progress is possible in reality, in spite of considerable institutional differences in copyright regimes of the original provider organizations. This MDG database is a rather radical example of de facto progress in the conditions of use of these data: there is no copyright or similar statement attached at all, not even the quotation of the source. This might be the simplest solution for harmonizing the conditions of use between international

organizations. It is not known to us whether the absence of any copyright statement in the MDG database is just coincidence or based on an explicit agreement between UNSD and the provider organizations; if the latter were the case, such an agreement could be the basis for generalization in terms of data and organizations covered, and refinement in terms of some conditions of use that are much less restrictive than the examples given above.

32. As a conclusion, even though the various members of CCSA start from very different present situation, there is a common interest of statistical departments in moving in a coordinated way towards a situation that is more harmonized in terms of conditions of access for statistical data on the web, both among international providers of official statistics and to the public in general. The issue is not only about agreeing a common conditions of use or copyright statement, but even more importantly for those organizations where only a small part of output data is available free of charge, to move stepwise from say 10% to the target 80% in a coordinated way, i.e. subject area by subject area.
33. For advancing on this road, this paper is meant as a first contribution for discussion, which hopefully leads to a process in which interested CCSA members (and notably, but not exclusively the SDMX sponsors) participate in a kind of sub-group and come back to the CCSA with findings and proposals within the time-frame to be agreed. The creation of a CCSA Task Team on this issue may be considered as the best way of advancing.
34. The mandate of such a task team should not be limited to those parts of the access conditions mentioned in this paper. Other possible items can be found in the examples quoted in the Annexes such as: the way the source should be mentioned, notably if there is a chain of sources, or the disclaimer issue (disclaimer is a strange concept for official statistics anyway; it is not helpful in creating confidence of users). Another possible extension is to look at copyright and restriction of use statements for international standards that are made available electronically, which should also benefit from free and impartial access.
35. The assumption behind this paper is that it trying to agree on a standard of access to international statistics among the CCSA members (and possibly later even by the Statistical Commission), and to use such a standard, once approved, as additional argument for a specific dissemination policy for statistical products within our organizations, is likely to be more effective than relying exclusively on the individual initiative and progress of each chief statistician within is own organization. On the other hand, individual organizations should be encouraged to take steps in the above directions without waiting for a collective project to bring results. In this case, joint and individual actions have the potential of reinforcing each other, for the sake of improving data accessibility to and data sharing of international official statistics.

## **Annex 1: Copyright Statements of Various Organizations for their Freely Available Statistics on the Website<sup>2</sup>**

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