

Open Data Policy

Brunel University

London

An ISO/IEC 27001:2013: Aligned Document - Implementing Cyber and Information Security Best Practice

Internal Use Only

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Document History

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Document Approval

The contents of this document are classified as Protect to Brunel University London (University) information classification. Proprietary information presented in this document may not be used without written consent from University and remains the exclusive property of University unless otherwise agreed to in writing.

This document requires the approval from University as defined in the ISMS Compliance document.

Document Owner: Andrew Clarke Cyber & Information Security Manager	Document Approver: Mick Jenkins Chief Information Security Officer

Document Distribution

Name	Title	Version	Date of Issue

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1. About this document

1.1 Purpose of Document

This purpose of this policy is to describe the Brunel University's policy on Open Data in the context of the University's wider approach to management of data.

Please refer to Brunel University London ISMS Document [University-GLOS-000 - SyOPs Glossary of Terms](#) for the glossary of terms, acronyms and their definitions for the suite of Brunel University London ISMS documentations.

1.2 Responsibilities

Table 1 – responsibilities

Title / Role	Description
All staff, affiliates and students	Are responsible for maintaining actions and activity compliant with this policy
Cyber & Information Security Manager	Is responsible for writing and maintaining this policy and establishing Open data principles with best practice and ensuring compliance with legislative and regulatory requirements.

1.3 ISO 27001 - Conformance

This section indicates the University Conformance to ISO27001:2013.

University ISMS Control Number	SOA – Number A14 – System acquisition, development and maintenance
ISO 27001:2013 Conformance Control	Information Classification Objective A.14.1 - Security requirements of information systems

1.4 Scope

This policy applies to any data used within or to create Brunel University services, products and intellectual property in the broadest sense.

- All University data held on any medium, including all forms of hard copy and electronic data.
- All University Colleges, Research Institutes, Administrative and Service Departments.
- All contractors, third party suppliers and external stakeholders.

1.5 References

The Open Data Policy is compatible with Brunel University's compliance with the HEFCE and RCUK open access policies agreed with by the Scholarly Communication Office (SCO) (<https://www.brunel.ac.uk/life/library/SCO>)

Brunel University's Open access Policy is the free availability of research outputs to anyone at point of access.

HEFCE and RCUK have implemented open access policies, which institutions and researchers are required to follow to remain eligible for REF submission and future funding awards.

As the Open Data Policy only deals with University Data that does not require authentication (username and password) details to gain access to this data, thus any data requiring individual authentication details to access is, by definition, precluded from the Open Data Policy and is not available for student use.

2.0 Open Data Initiative

2.1 Introduction

The University generates and holds a wide variety of information that must be protected against unauthorised access, disclosure, modification, or other misuse by student developments using this data.

The provision of 'data services' and their effective re-use is becoming an increasingly important way to extend the reach of the University.

There is also an increasing emphasis in National and International collaboration to release University information to facilitate economic growth, collaborate more freely with both HE and commercial partners and to provide transparency.

The flow of data underpins all University activities and services, with enormous volumes of data generated daily.

Student Application development is part of the fabric of the University (whether as coursework or freelance), and this policy is to establish the framework to give oversight of developments, and to maintain compliance and reputational integrity.

The Brunel University Open Data Terms and Conditions (Ref 3.0) permits the named developer non-exclusive access to read University-owned open data as described in the schedule (Ref 2.0). No exclusivity of context is granted in respect of the application.

2.2 Data Categories

The University categorises its data into three groups:

- Open (Unclassified)
- Protect and University Confidential - Managed

1.0 Unclassified – Open Data

Access to the data which has been assessed against the Open Data criteria as being Open and made available.

2.0 Managed Data (Protect / University Confidential)

Data that is not publically available but may be made available externally if some level of management is applied for accessing the data. Licences may include University Standard Terms and Conditions, Research Licences or another Licence developed specifically for that data. Data that is classified as University Confidential with descriptors (e.g. legal, personal) and/or personal sensitive information will not be made available.

2.3 Collaborative based services and research

An increasing number of University services are based on partner arrangements or collaborations with other HE organisations and commercial partners around the globe, combining the data and expertise from different organisations both from the UK and internationally.

The University is investigating how best to extend existing or create new ways to effectively and affordably share information required for these collaborations often with non-expert users, but it does not always have the copyright or intellectual property rights to do this unilaterally.

2.4 Commitment to Open Data

The University is working to align with the Open Data Institute (ODI) and will provide advice and training in the creation of APIs and training in Open Data to the University Information Asset Owners.

2.5 Data that is not ‘Open’

Data that does not fall under the criteria set out above may still be accessible for wider usage but may be charged for.

All of the data that meets the Open data criteria is made available free at the point of use, within the scope of the Terms and conditions. (Ref 4.0)

2.6 Open Data Authority Team

The University will establish a Open data Authority team as a review centre, ensuring that relevant departments have the opportunity to influence decisions.

3.0 Open Data Schedule

- 3.1 Open Data is defined as University Data that does not require authentication (username and password) details to gain access to this data, thus any data requiring individual authentication details to access is, by definition, precluded from the Open Data Policy and is not available for student use.
- 3.2 The developer will acknowledge the use of data owned by the University, and will state explicitly that the application does not have any formal endorsement or approval by the University, by means of a splash screen or other such device which requires the explicit contracting-in agreement of the user in order to use the application.
- 3.3 The developer will ensure at all times that the application conforms to the letter and to the spirit of all University policies and values, including (but not limited to) matters of personal privacy, data integrity and security, equality, and reputational integrity.
- 3.4 This contract does not affect in any way the rights of the University to apply the normal disciplinary and other procedures in respect of any infringement of University policies, values or reputational integrity (including diminution of the University brand), nor does it limit in any way the University's right to seek redress through court action as appropriate.
- 3.5 The developer will not use any elements of University branding in whole or in part in order that there be no possibility of perception of an attempt to pass off the application as having any endorsement or similar connection with the University.
- 3.6 The application will not attempt to create, edit or delete any University data, and will not allow access to University data other than those specified in the agreed Terms and Conditions specified by the agreement.
- 3.7 The University will decide, through its open data authority, on any matter of compliance with University policy and/or other requirements, and its decision will be final.
- 3.8 The developer will maintain the application's functionality through any changes in content or format of University data throughout the period of downloads availability of the application, and will remove from such download availability the application immediately any functionality falls out of currency.
- 3.9 The University will not underwrite the application development directly with any financial assistance, nor will a usage fee be payable by the University when the application is live.
- 3.10 The University reserves the right to publish statements regarding continued non-compliance with any aspect of this contract in respect of the application.

4.0 Terms and Conditions for delivering Open Data

4.1 Services for delivering Open Data

The University is keen to make the Open Data that it offers as useful as possible; to facilitate this, Open Data usage has no cost associated along with the Terms and Conditions of use.

Terms and conditions – University Open Data

Licence

The University grants you a worldwide, royalty-free, perpetual, non-exclusive licence to use, copy and adapt the data provided.

This access to University Open Data is provided free of charge.

When using University Open Data you must use the following attribution statement:

"Contains Brunel University information licensed under the Brunel University London Open Data Licence"

We retain the right to advise you in writing that a different attribution statement should be used when using the Data in your applications.

Your obligations

You must not use any Data in a way that suggests any official status or that the University endorses you or your use of the Data (including any product or application that incorporates the Data).

You must not mislead others or misrepresent the Data or its source; for example you must not give the impression that your application or its output is produced by the University. Specifically, you must not use the University's logos, emblems or trademarks to endorse or promote your products and/or services without the express prior written agreement of the University.

Availability

University Open Data is provided to you without any guarantee of continued availability. In the event of disruption or degradation of the service for any reason, the University shall use reasonable endeavours to return the service to operation.

Access to Data

You may only use APIs that the University has approved and authorised to access the University Open Data. You may not use any other automated device or technique to monitor or copy any Data.

We may add, change, or remove any Data made available at any time. Where possible, the University will give you advance notice of such changes however, the University reserves the right to make such changes immediately where, in its sole opinion, it is necessary to do so.

No Liability

Your use of the Data provided is entirely at your own risk. The University makes no warranty, representation, or guarantee that the Data is, or will be, error free.

The University does not warrant that the Data will be fit for your intended use and you are responsible for undertaking your own evaluation exercise before choosing to rely upon the Data.

The University shall not be liable for any loss or damage suffered by you as a result of the unavailability, changes to or removal of the Data, or any failure to provide notification of any incident or change.

Fair use policy

Data is made available to you provided that you make fair use of it. In order to maintain optimal service provision to all users, the University envisages that it is necessary to restrict the amount of data that you download. The University Open Data is made available to you, free of charge, provided that you do not exceed the Fair Use Limits when requesting data.

For the purposes of this Open Data Fair Use Policy, the Fair Use Limits shall be defined as follows:

- You may make no more than 2000 data requests per day; and
- You may make no more than 40 data requests per minute.

Should you exceed one or more of the Fair Use Limits you agree that the University shall be entitled to contact you to discuss how you might reduce your data usage.

The University shall have the right, at its sole discretion and at any time, to change or modify this Open Data Fair Use Policy.