

Data policy

del

Network Nazionale

Biodiversità

Aggiornamento Novembre 2023

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INTRODUZIONE

Il presente documento recepisce la normativa nazionale ed europea in materia di riutilizzo delle informazioni nel settore pubblico condividendo il principio di informazione quale diritto fondamentale. Infatti “l’informazione pubblica rappresenta una fonte straordinaria di dati in grado di contribuire a migliorare il mercato interno e lo sviluppo di nuove applicazioni per i consumatori e le persone giuridiche, l’utilizzo intelligente dei dati, ivi compreso il loro trattamento attraverso applicazioni di intelligenza artificiale può trasformare tutti i settori dell’economia”.

Il presente documento si basa sui principi e i regolamenti nazionali ed europei di accesso e condivisione delle informazioni territoriali e del monitoraggio ambientale tramite servizi di interoperabilità.

Le policy sui dati ambientali seguono i principi generali enunciati dalla Direttiva INSPIRE nonché quanto definito nello Statuto internazionale degli open data sottoscritto dall’Italia nel 2013 “G8 Open Data Charter”.

Il quadro normativo nazionale di riferimento vede la [Determinazione n. 183/2023](#) con la quale AgID ha adottato e pubblicato le “[Linee Guida recanti regole tecniche per l’apertura dei dati e il riutilizzo dell’informazione del settore pubblico](#)” ai sensi dell’articolo 12 del [D. Lgs. n. 36/2006](#), disposizione introdotta a seguito delle modifiche del D. Lgs. n. 200/2021, recepimento italiano della [Direttiva 2019/1024](#), cosiddetta Direttiva Open Data.

I dati di tipo aperto, secondo il CAD, presentano le seguenti caratteristiche:

1. sono disponibili con una licenza o una previsione normativa che ne permetta l’utilizzo da parte di chiunque, anche per finalità commerciali, in formato disaggregato;
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1 Soggetto e scopo

Le linee guida contenute nel presente documento riguardano tutti i dati messi in interoperabilità tramite il Network Nazionale della Biodiversità, ivi compresi quelli derivati e/o messi a disposizione dal gestore del Network.

Lo scopo è di assicurare una gestione coerente e trasparente delle informazioni pubblicate sul Network Nazionale della Biodiversità e di:

- a. attivare, promuovere e rendere sostenibile la diffusione per l'uso ed il riuso di dati aggiornati e di serie storiche di osservazioni su componenti della Biodiversità, resi disponibili al Network da produttori diversi;
- b. pubblicare e diffondere dati derivati;
- c. pubblicare i metadati;
- d. garantire, ove possibile, un accesso full, free and open ai dati, nel rispetto del riconoscimento dei diritti morali d'autore attraverso l'uso di licenze e citazioni;
- e. aderire ai principi della Carta dei dati aperti del G8 sottoscritta dall'Italia;
- f. adottare le regole di INSPIRE, i principi del SEIS ed utilizzare standard Europei ed internazionali;

2 Fornitura di dati al Network

Il Ministero dell'Ambiente e della Transizione Energetica (MASE) ha promosso la realizzazione del Network Nazionale della Biodiversità a supporto dell'implementazione della Strategia Nazionale per la Biodiversità.

Il Network risponde pienamente a quanto previsto dalla Strategia italiana per l'agenda digitale dell'Agenzia per l'Italia Digitale della Presidenza del Consiglio dei Ministri del 7 Aprile 2014 che sottolinea la necessità che *"i dati pubblici siano gestiti in una logica di sistema, con efficienti soluzioni di condivisione, che migliorino l'operatività delle PA e consentano la realizzazione di servizi pubblici più efficienti"*.

Ai soggetti che condividono i dati attraverso il Network è richiesto di fornire i metadati associati, che debbono contenere le condizioni di utilizzo, di riuso dei dati forniti ivi comprese eventuali restrizioni per quei dati che:

- siano protetti come dati sensibili;
- rientrano nella lista dell'allegato A del d.lgs. 33/2013;
- siano tutelati dal segreto statistico, d'ufficio o di stato;
- siano tutelati per motivi di ordine pubblico o sicurezza nazionale.

Nel caso non sia altrimenti specificato verranno adottate le regole di accesso e distribuzione definite nel successivo art. 3.

Il diritto morale d'autore sarà in ogni caso garantito anche attraverso la citazione e l'inclusione del logo del produttore.

I dati forniti al Network saranno resi disponibili gratuitamente e nel più breve tempo possibile, la responsabilità della manutenzione e l'aggiornamento degli stessi è del produttore.

3 Accesso e redistribuzione dei dati

Le informazioni distribuite dal Network sono protette dalle leggi applicabili in materia di diritto d'autore (incluso il diritto *sui generis* del costituente di banche di dati) e/o dalle altre leggi applicabili.

Salvo altra indicazione riportata specificamente nei metadati, le informazioni sono distribuite con la licenza CC-BY versione 4.0 internazionale (<https://creativecommons.org/licenses/by/4.0/legalcode.it>), allegata e parte integrante della presente.

I diritti concessi sono descritti nella licenza associata ai dati ma non implicano alcun trasferimento di diritto di titolarità sulle banche di dati, sui dati e sulle informazioni pubbliche.

Gli utenti possono utilizzare e riutilizzare la banca di dati e i dati in essa contenuti in base ai termini della licenza; ogni utilizzazione che non sia espressamente autorizzata ai sensi della licenza o delle leggi vigenti è proibita.

4 Garanzie

Salvo che sia espressamente indicato diversamente, le informazioni distribuite dal Network sono rilasciate "così come sono". Non si fornisce alcuna garanzia di qualsiasi tipo con riguardo alle Informazioni, sia essa espressa o implicita, di fonte legale o di altro tipo, essendo quindi escluse - tra le altre - le garanzie relative all'idoneità per un fine specifico, alla non violazione di diritti di terzi (d'autore o d'altro tipo), alla mancanza di difetti latenti o di altro tipo, all'esattezza o alla presenza di errori.

Il Responsabile del Network non è responsabile a qualunque titolo per qualsiasi tipo di danni derivante dall'uso delle Informazioni; ad esclusione del caso in cui questa dipenda da dolo o colpa grave.

5 Qualità

La responsabilità della qualità del dato è dei produttori dell'informazione.

Nel caso di dati prodotti o pubblicati direttamente dal Ministero dell'Ambiente e della Transizione Ecologica o dall'ISPRA viene garantita la pubblicazione degli stessi con il set di metadati appropriato e le informazioni sull'accuratezza, la titolarità, la provenienza, la licenza associata per la distribuzione, l'aggiornamento e l'eventuale certificazione.

6 CC-BY Versione 4.0 internazionale

- Data di aggiornamento: 25 Novembre 2023

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