

## Licensing of research outputs

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2021-04-22 UNIVERSITY OF BERGEN

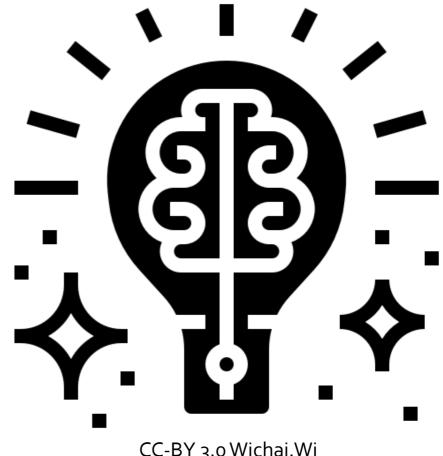
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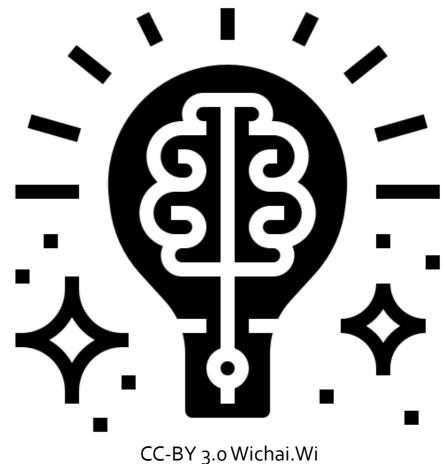
Patent: Protects novel, nonobvious, inventions



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Patent: Protects novel, nonobvious, inventions

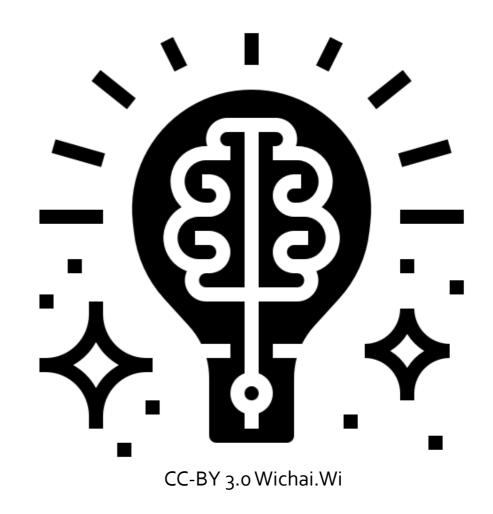
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Patent: Protects novel, nonobvious, inventions

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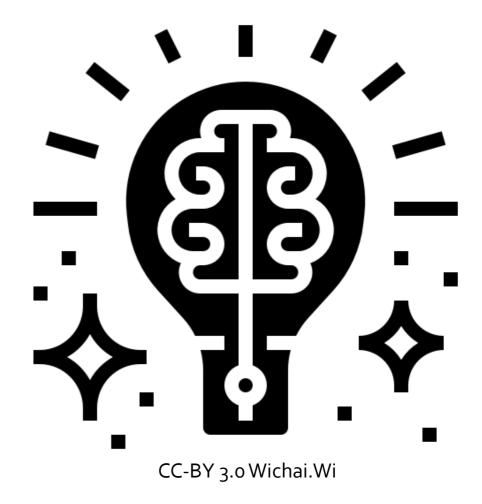
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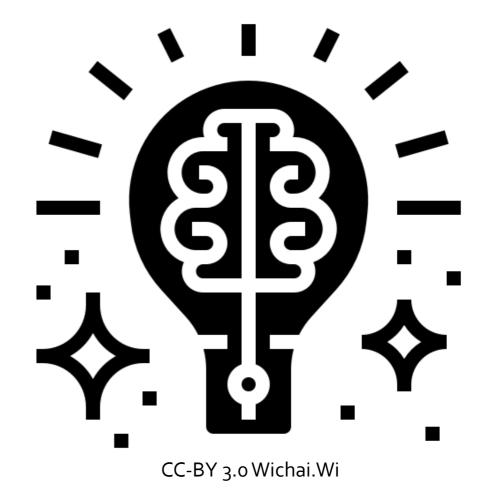


### commercial IPRs are often held by employer

Patent: Protects novel, nonobvious, inventions

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## Why should I licence my research outputs?



Legal security for users (Accessibility)

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Increase of willingness to reuse outputs (Reusability)

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Legal security for users (Accessibility)



Increase of willingness to reuse outputs (Reusability)



Allows deposition/mirroring in 2<sup>nd</sup> databases (Findability)



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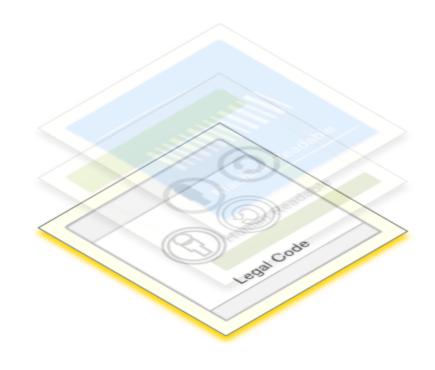
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## For figures, text & research data:





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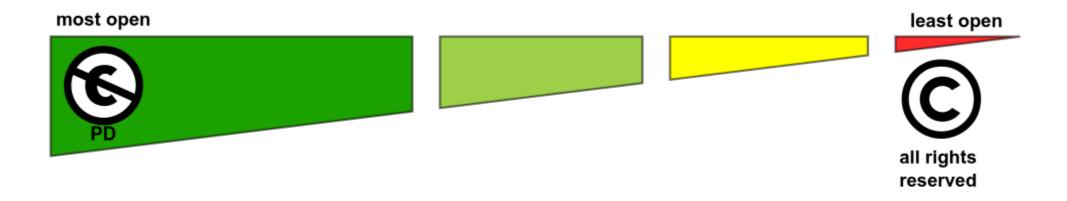
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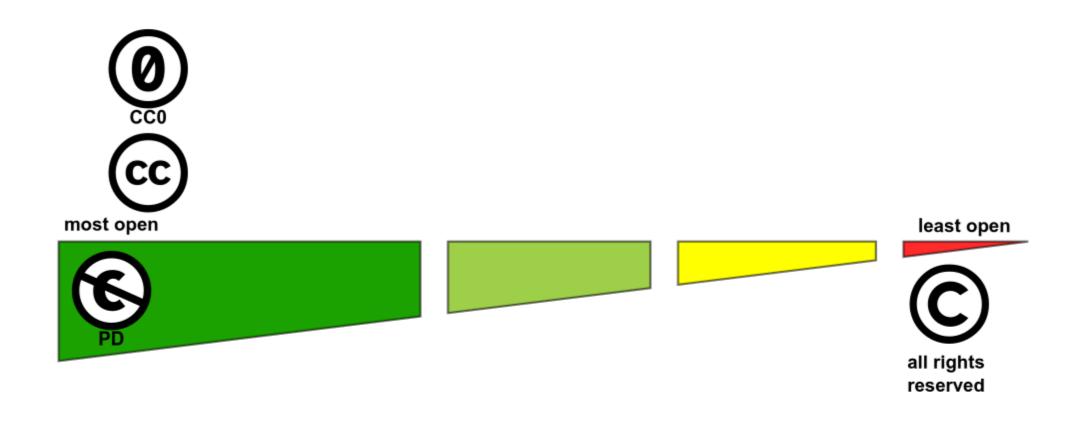


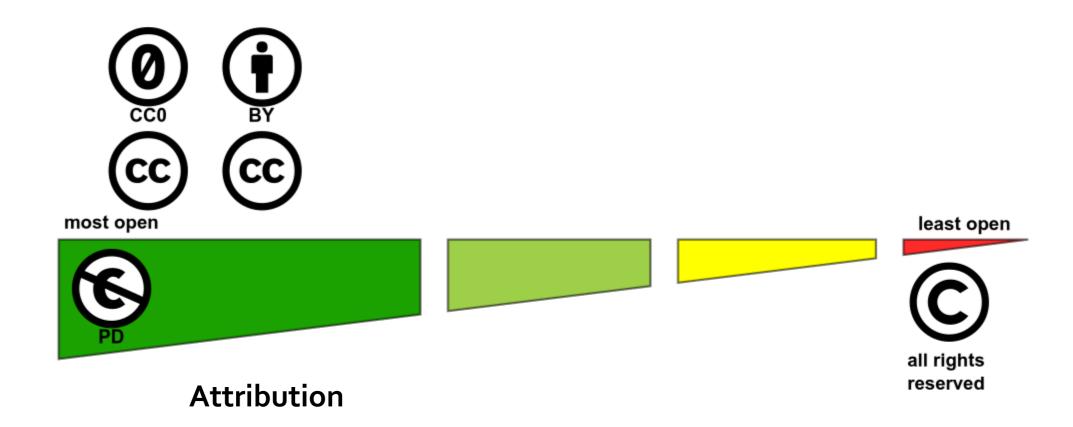
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- Human readable, understandable text

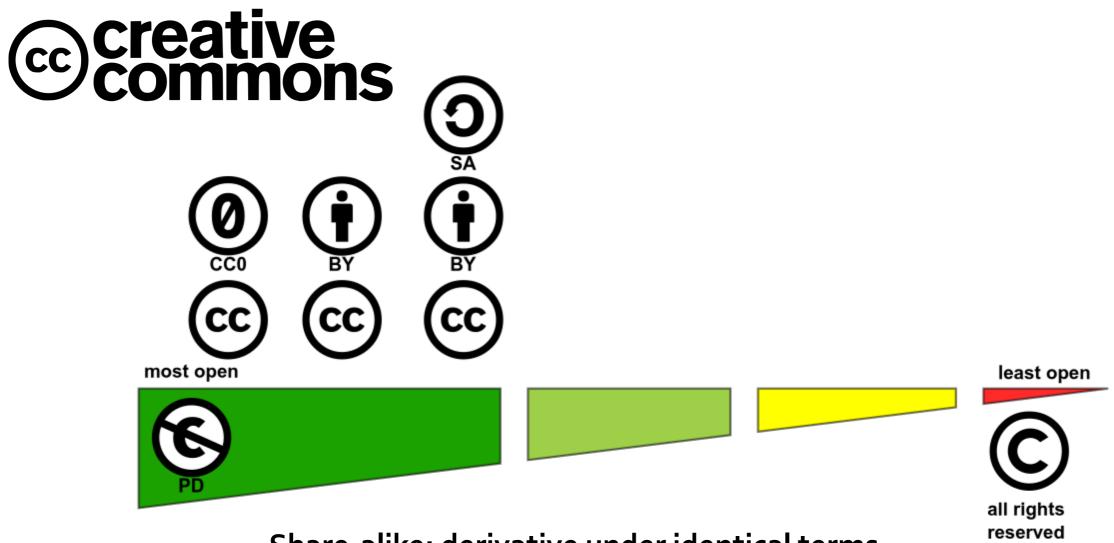


- Legal code, harmonized for national/international law
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- Machine readable html tag attachable to metadata

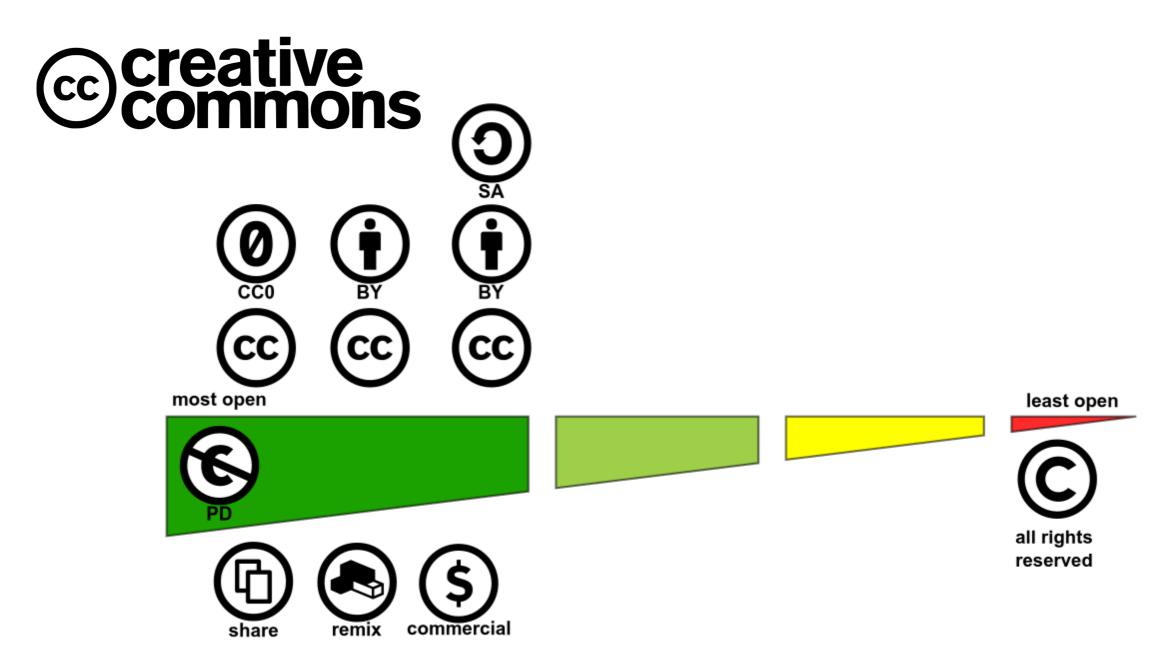


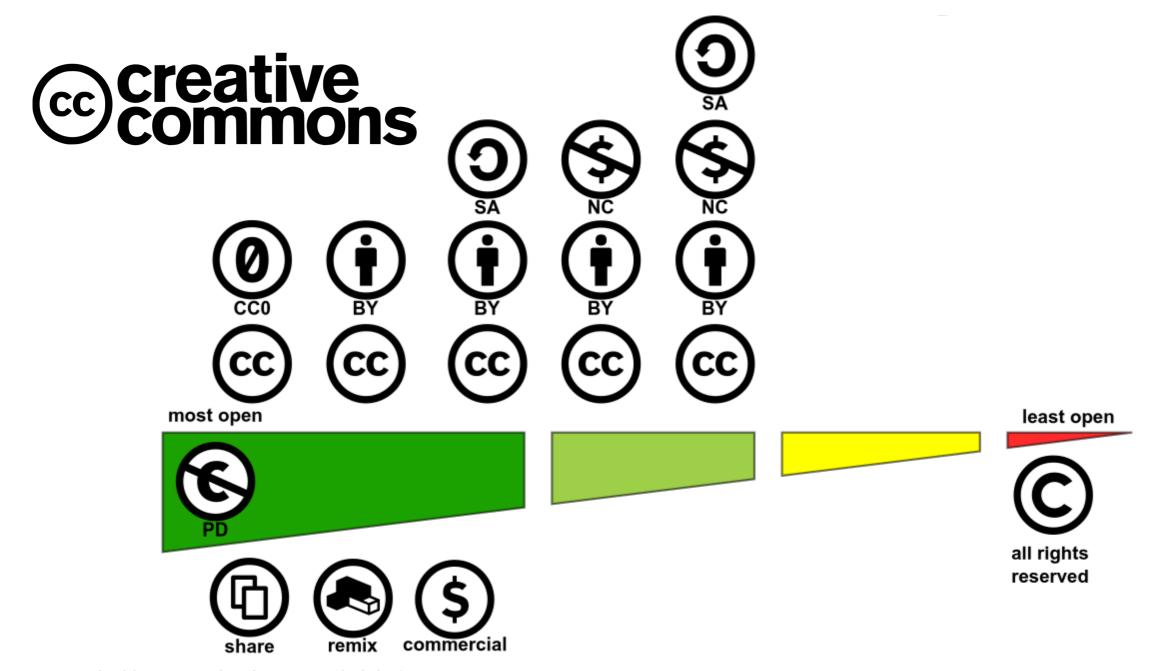


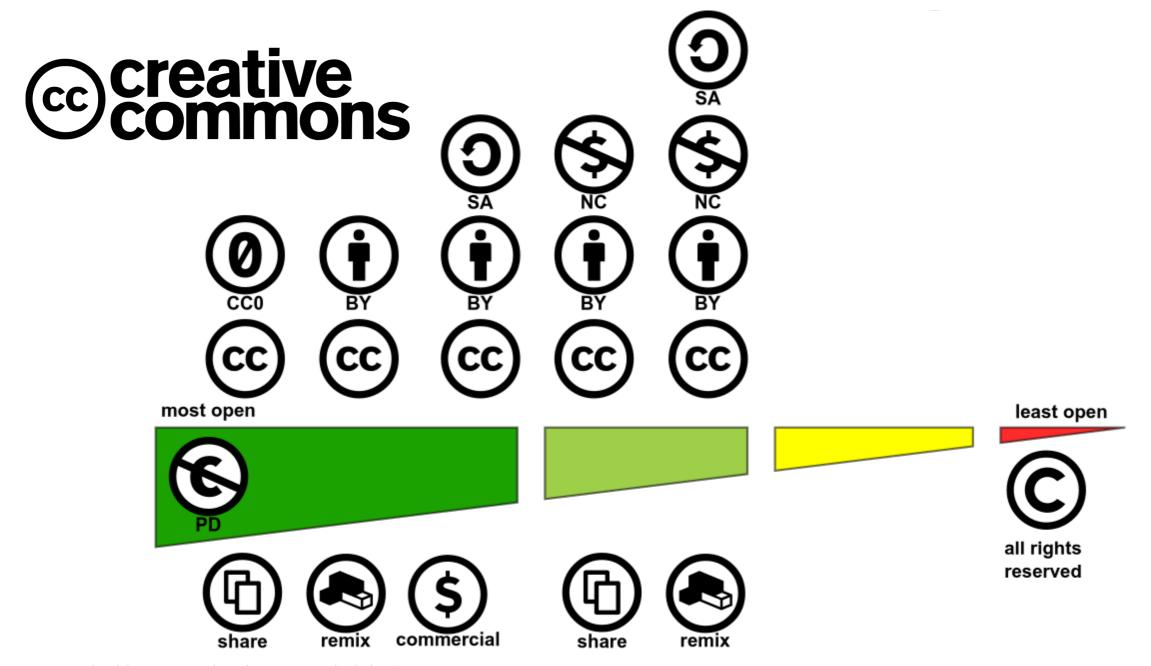


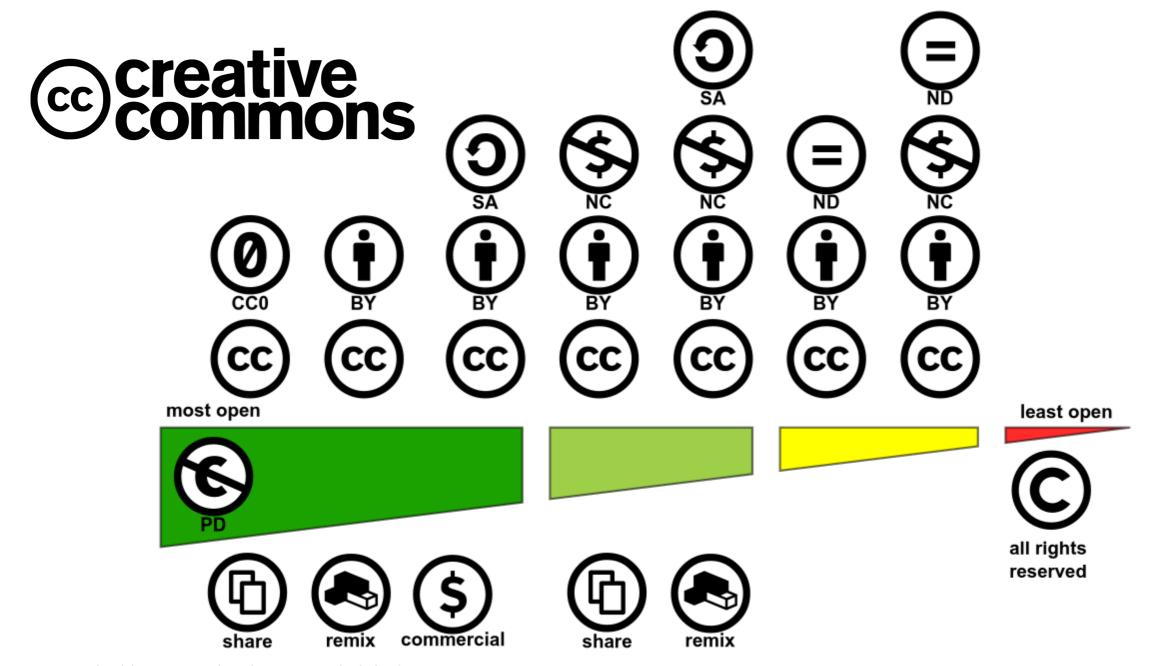


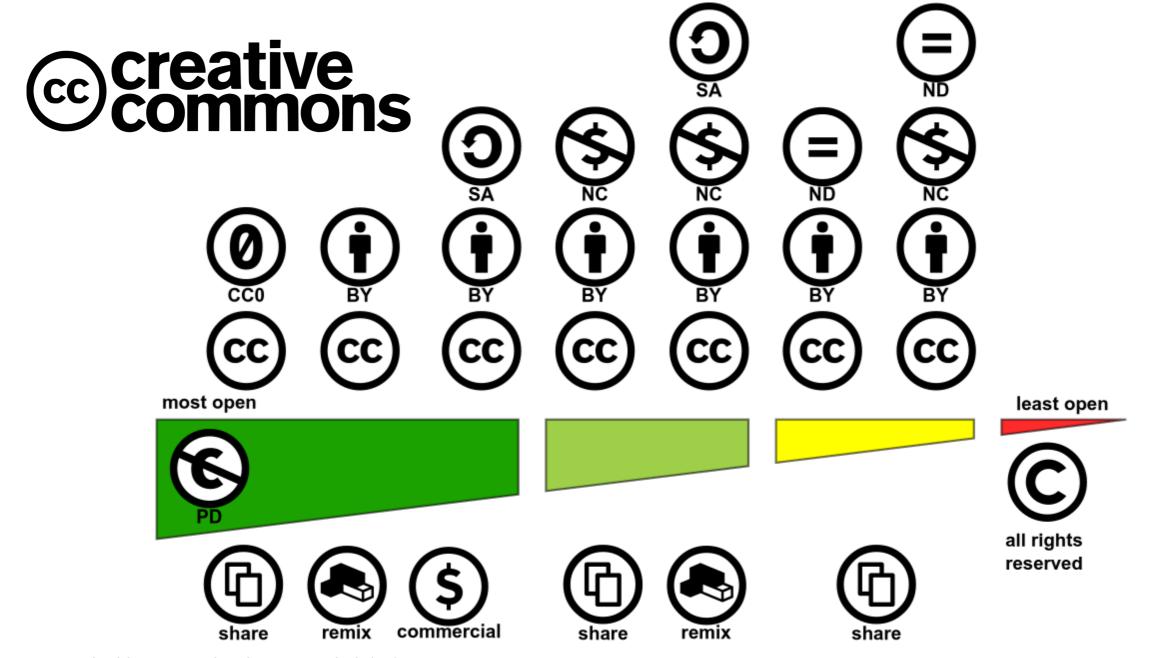
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# Repository specific regulations



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Individuals submitting data to the international sequence databases managed collaboratively by DDBJ, EMBL, and GenBank should be aware of the following:

- The INSDC has a uniform policy of free and unrestricted access to all of the data records their databases contain. Scientists worldwide can access these records to plan experiments or publish any analysis or critique. Appropriate credit is given by citing the original submission, following the practices of scientists utilising published scientific literature.
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#### For software:



#### Special considerations for Software

- Liability
- Warranty
- Modifications
- Network use = Distribution?





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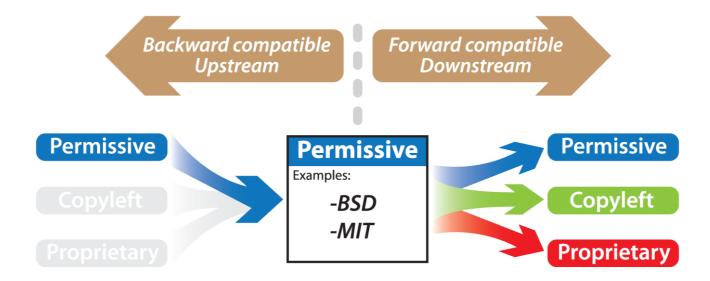


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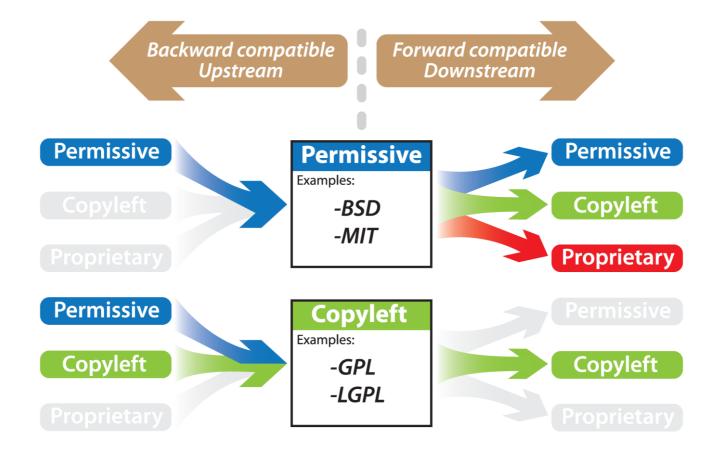
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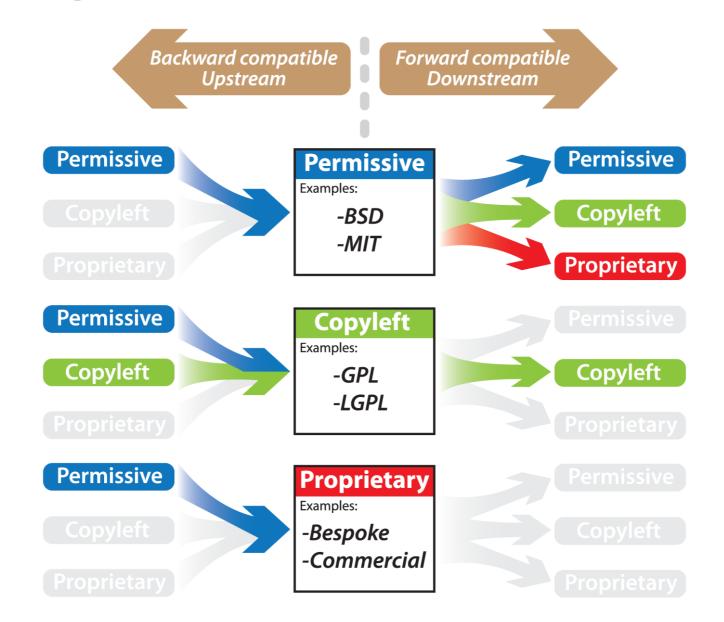












# **Material Transfer Agreements**

Used for e.g. reagents, cell lines, plasmids, mice, ...

Can safeguard your commercial interest, while allowing others to use your material for research

Can ensure attribution

Can enforce remain in Public Domain

# Uniform Biological Material Transfer Agreement

Benefits to the provider:



Materials only to be shared with non-profit organizations

Not use for a commercial purpose

Not use in human subjects or clinical trials

**Attribution** 

**Limited liability** 

# **Uniform Biological Material Transfer Agreement**

#### Benefits to the Recipient:



Permission to use material for research or teaching purposes

Rights to all research results, modifications, and invention

Patent applications on modifications or inventions

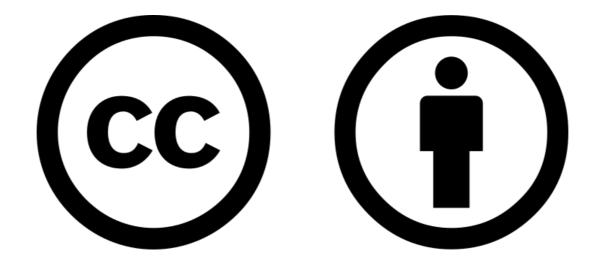
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#### Advice on commercial licenses/MTA @ UiB

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