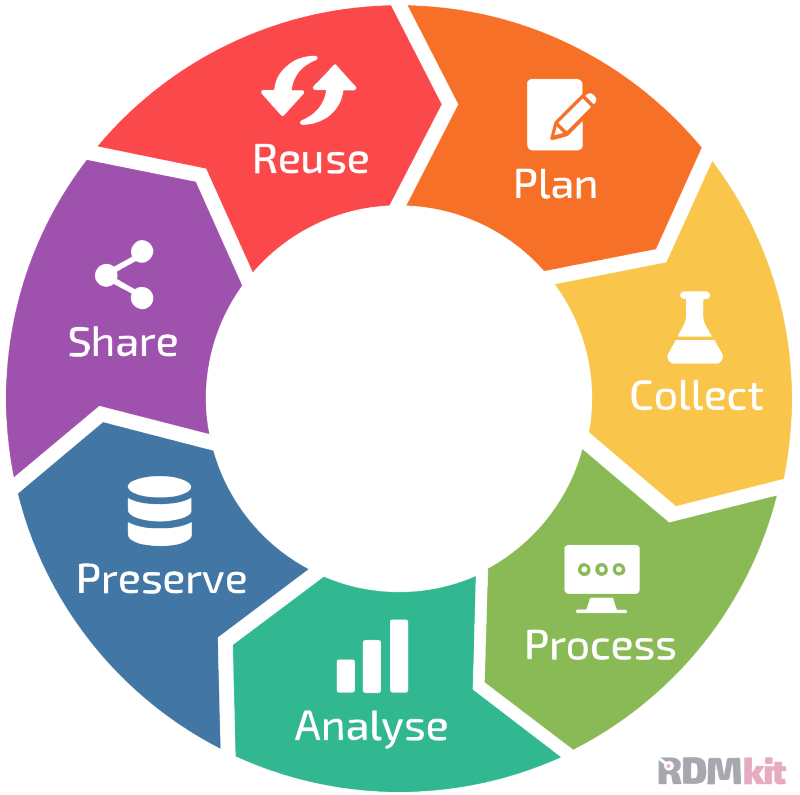
Licensing

Korbinian Bösl
Data management coordinator
ELIXIR Norway/Digital Life Norway

- Data life cycle +
- Your role +
- Your domain +
- Your problem -
  - Compliance monitoring
  - Data analysis
  - Data management plan
  - Data organisation
  - Data protection
  - Data publication
  - Data quality
  - Data storage
  - Data transfer
  - Identifiers
  - Licensing
  - Documentation and metadata
  - Sensitive data
- All tools and resources
- Tool assembly +

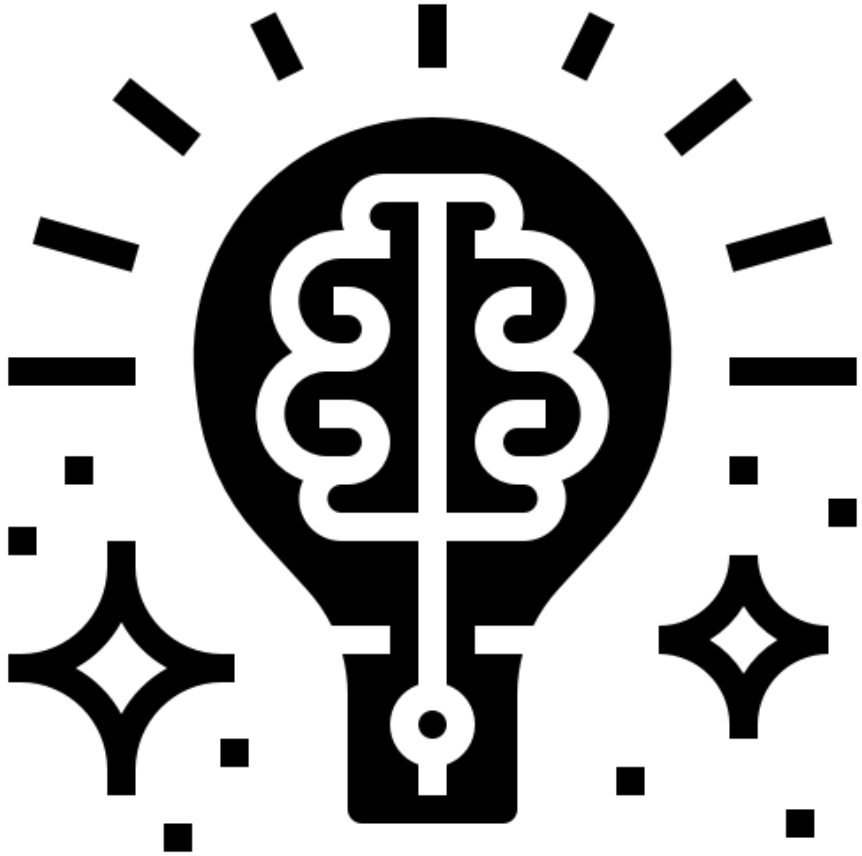


RDMkit

Link to RDMkit: https://rdmkit.elixir-europe.org/

Intellectual property rights (IPRs)

Patent: Protects novel, non-obvious, inventions



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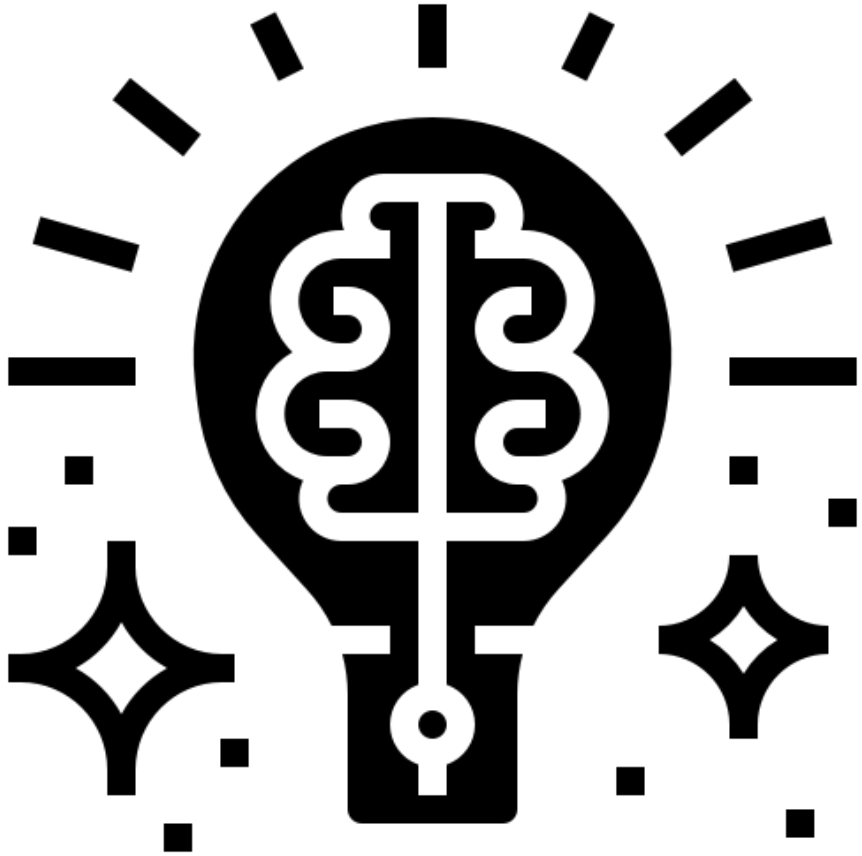
Copyright: creative products: software, writing, figures, photos, some datasets, this presentation



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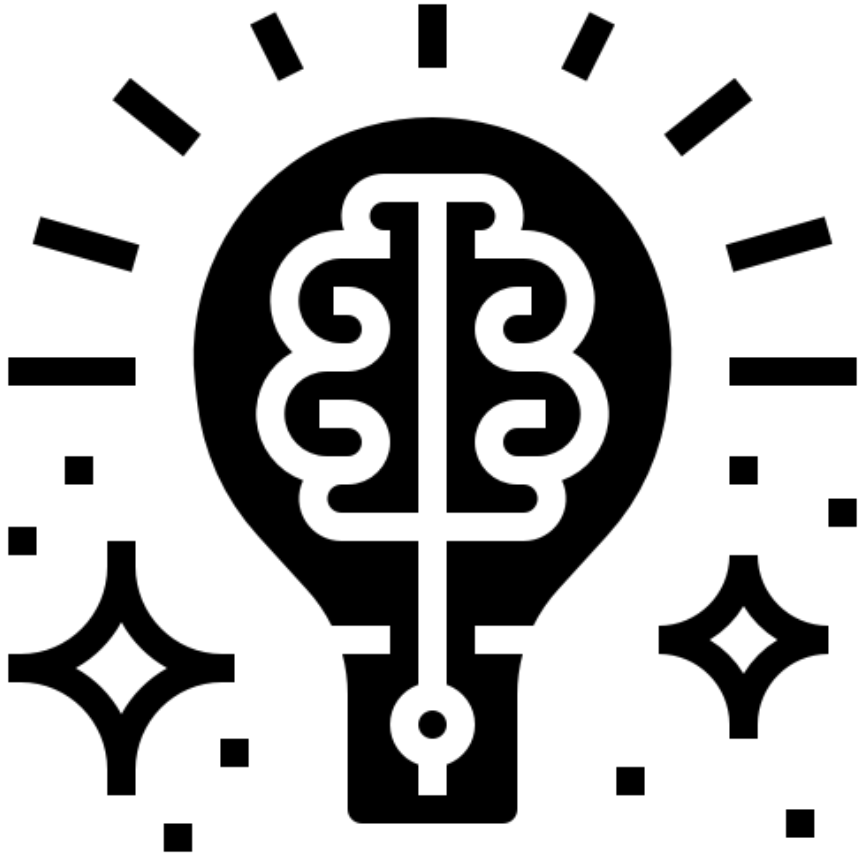

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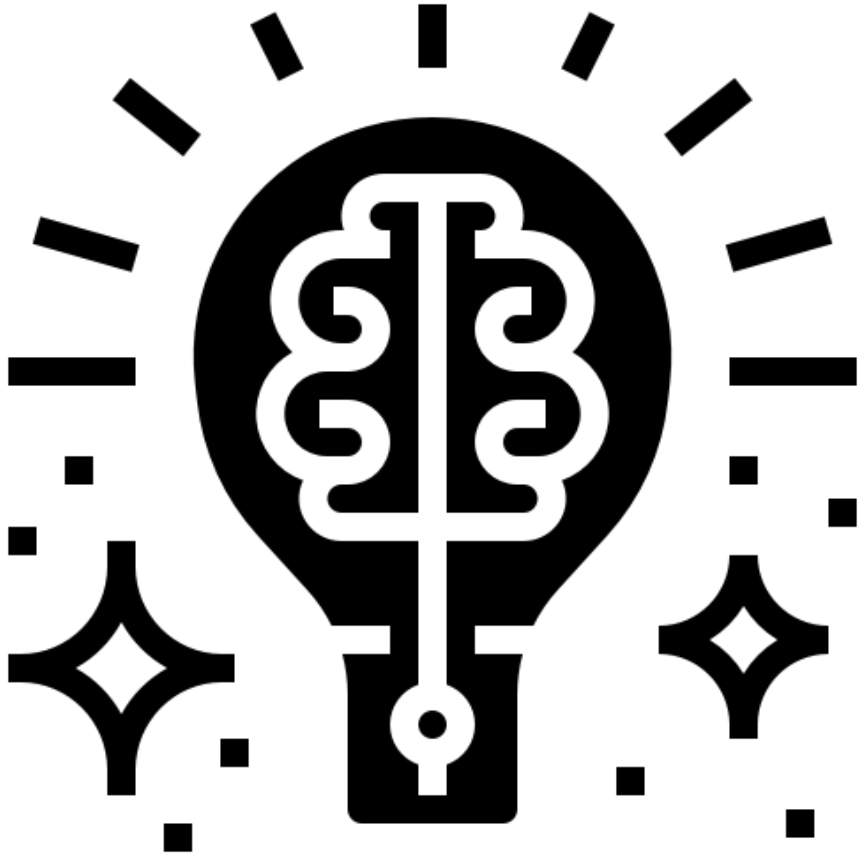

IPR often regulated in work contract

https://www.uio.no/english/for-employees/support/research/funding/units/hf/imv/data-ethics/ipr.html

Patents in Europe

Active process

No prior disclosure

Apply only in limited geographical scopes

Fees (varying by business size and scope)

Apply for max 20 years after application

https://www.digitallifenorway.org/conference/2021/digital-life-2021-know-how-workshop-ipr.html

Copyright in Europe

Creative products: software, writing, figures, photos,...

Applies by default

Does not apply for facts

Economic rights vs. moral rights

Author lifetime + 70 years

Commons:Copyright rules by territory/Norway

Licensing

A licensor may grant a license under intellectual property laws to authorize a use (such as copying software or using a patented invention) to a licensee, sparing the licensee from a claim of infringement brought by the licensor.

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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Allows deposition/mirroring in 2nd databases (Findability)

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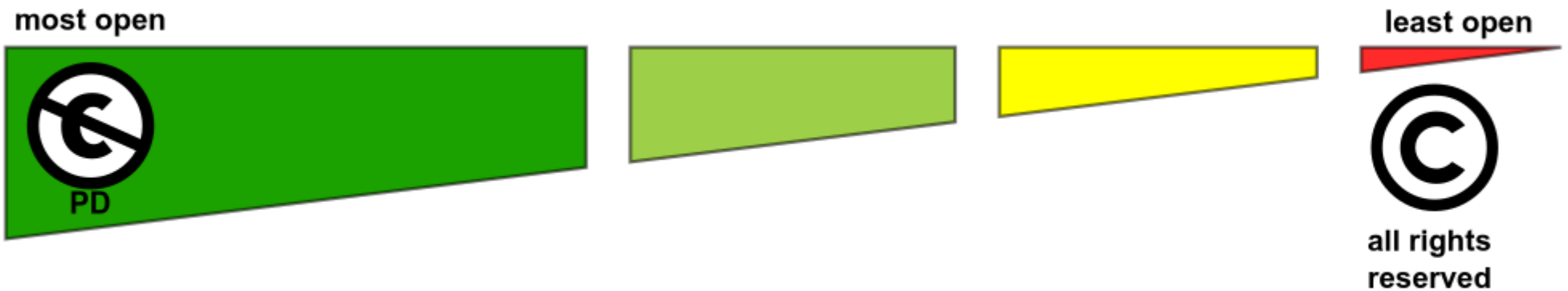

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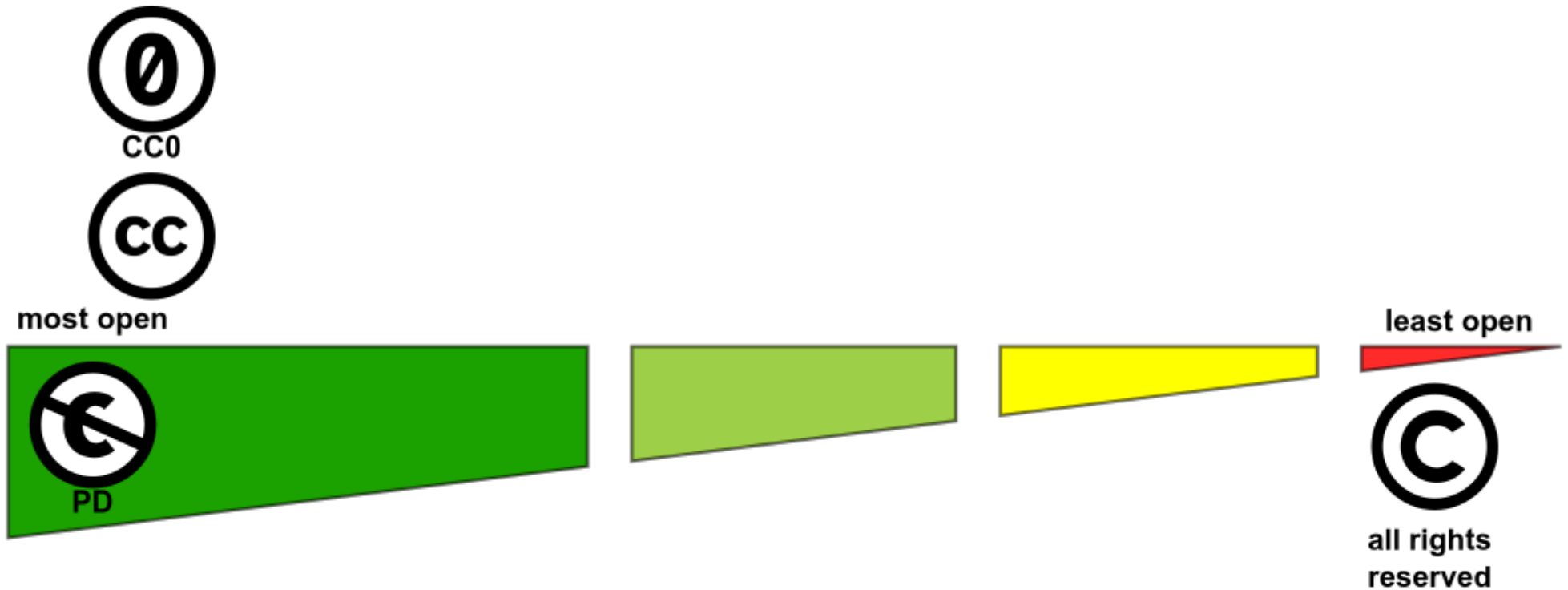

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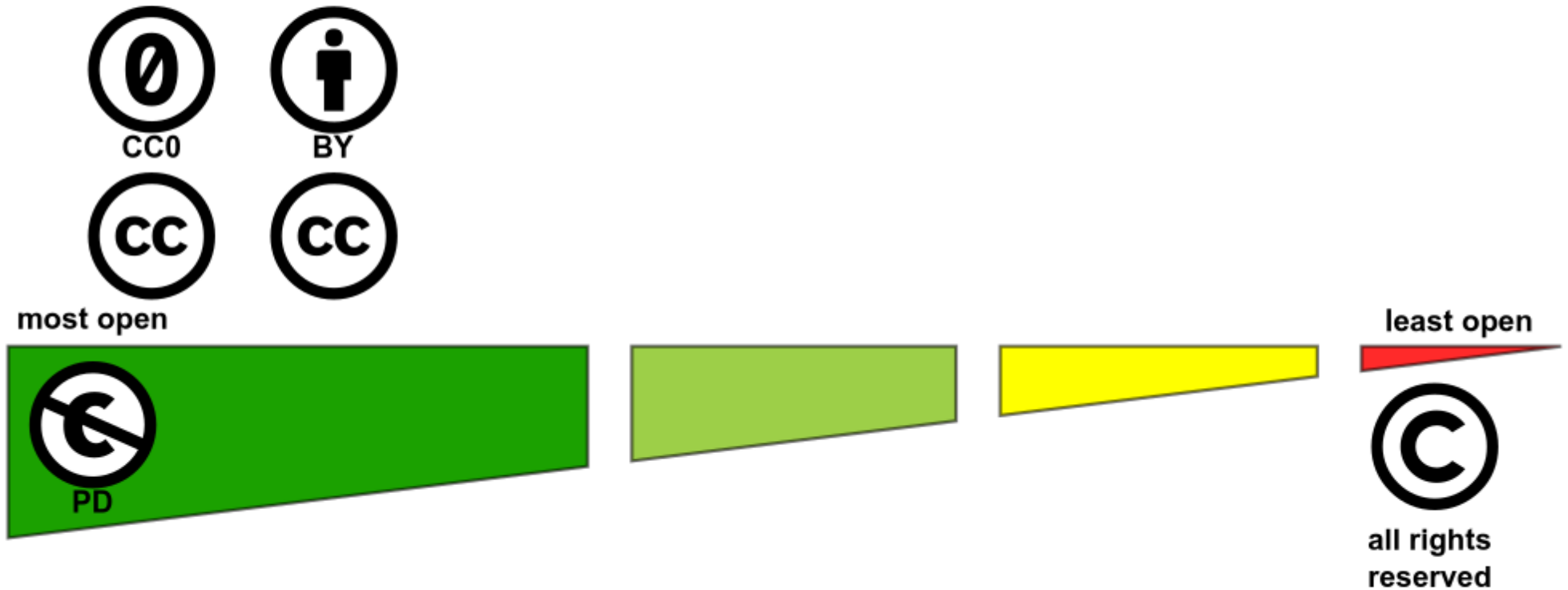

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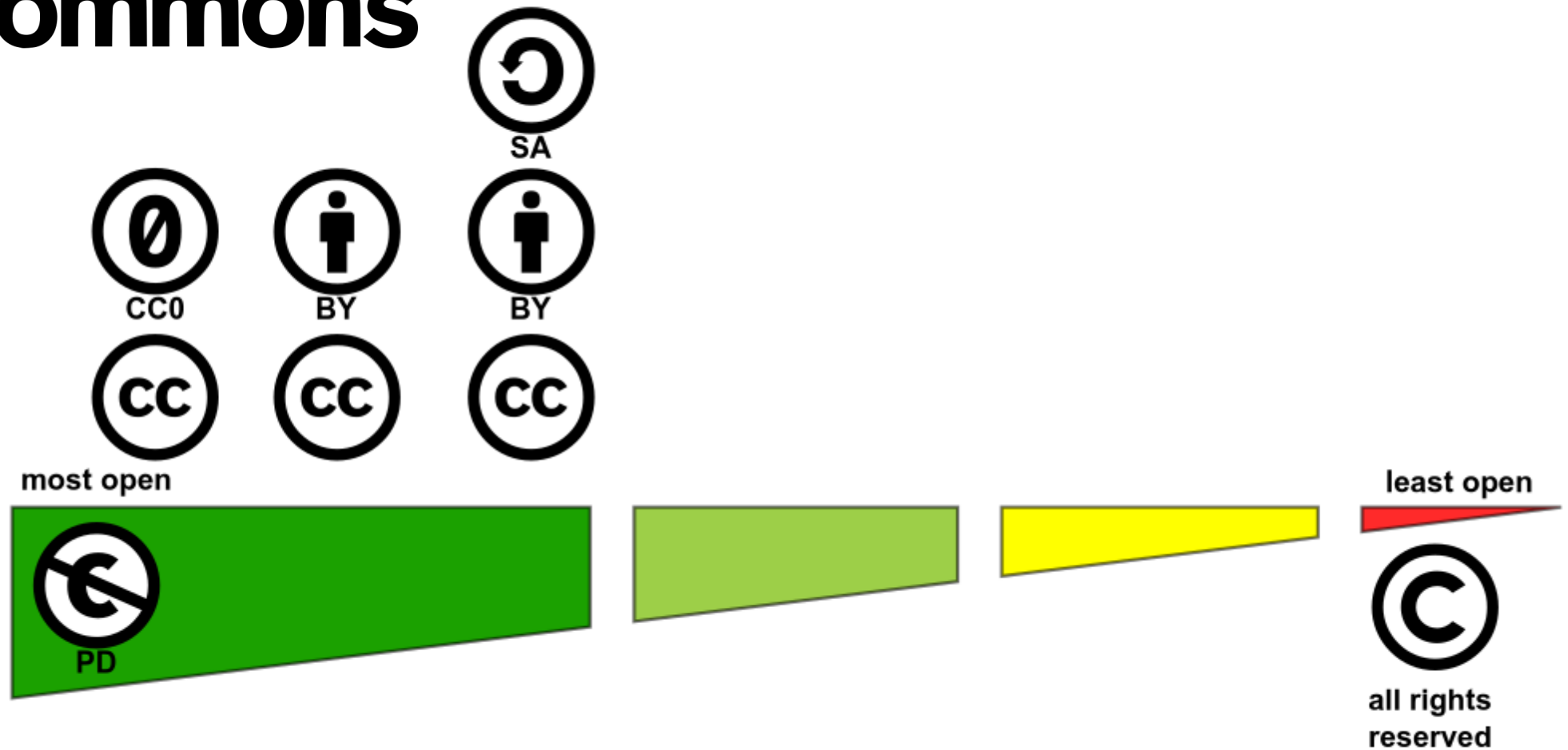

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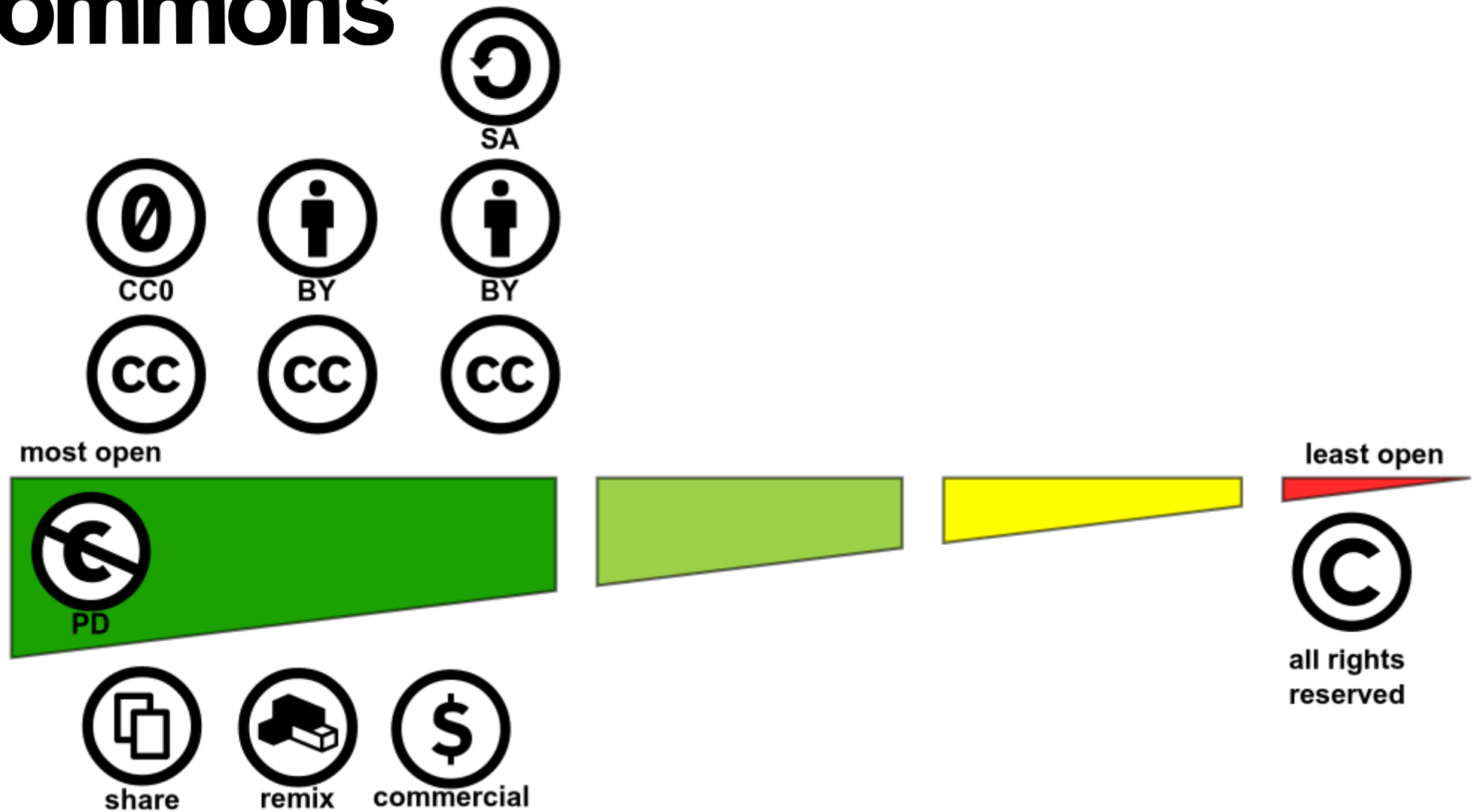

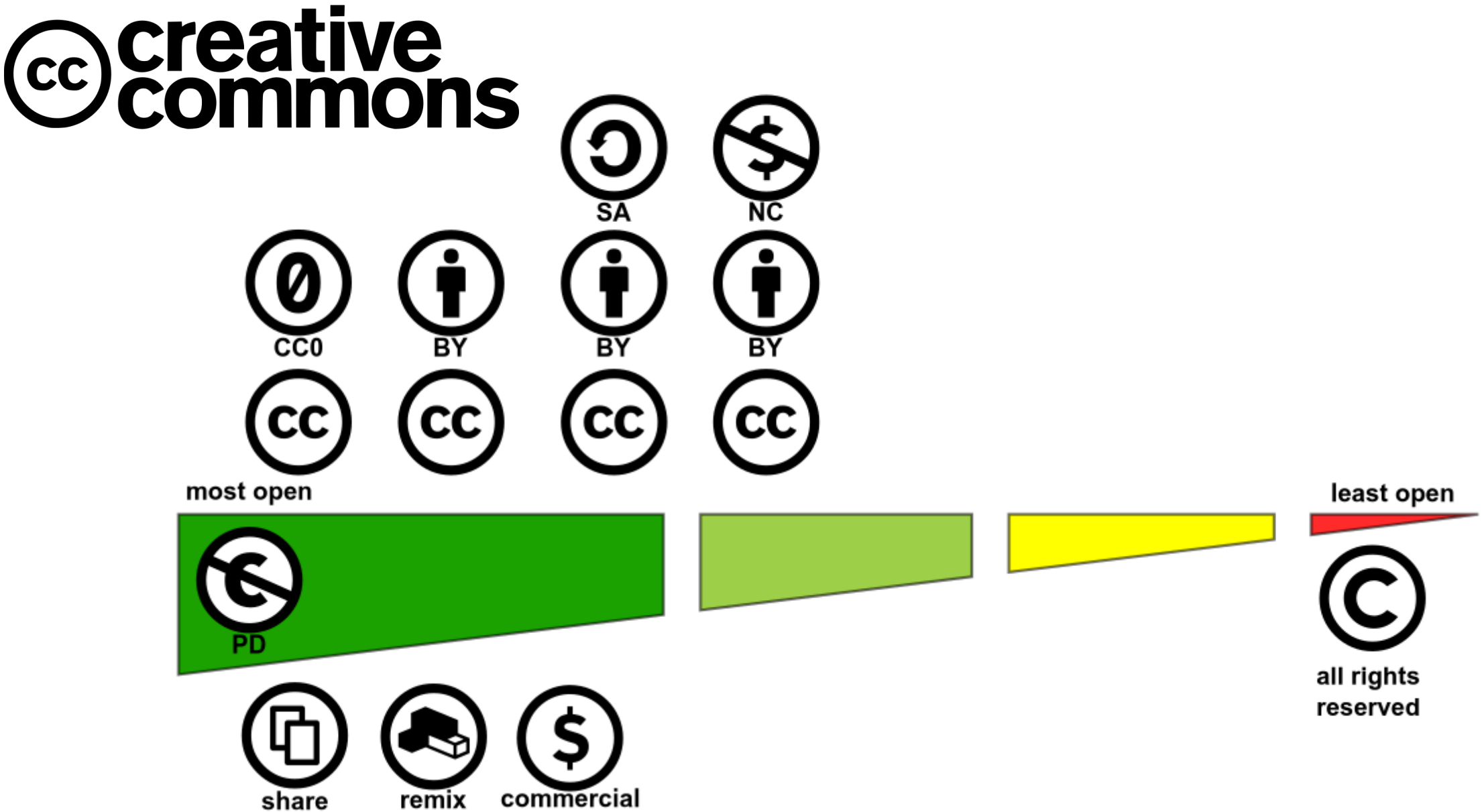

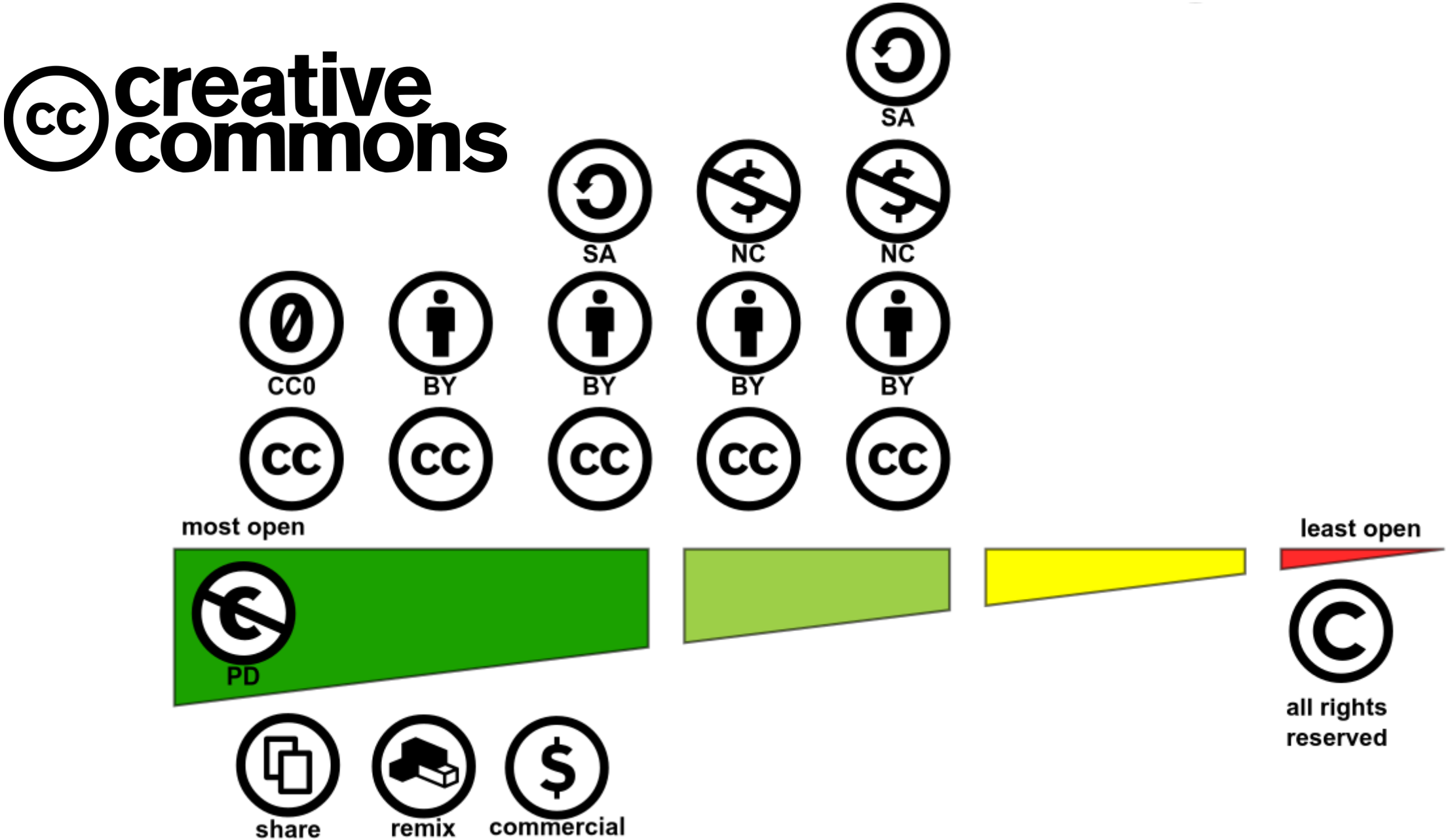

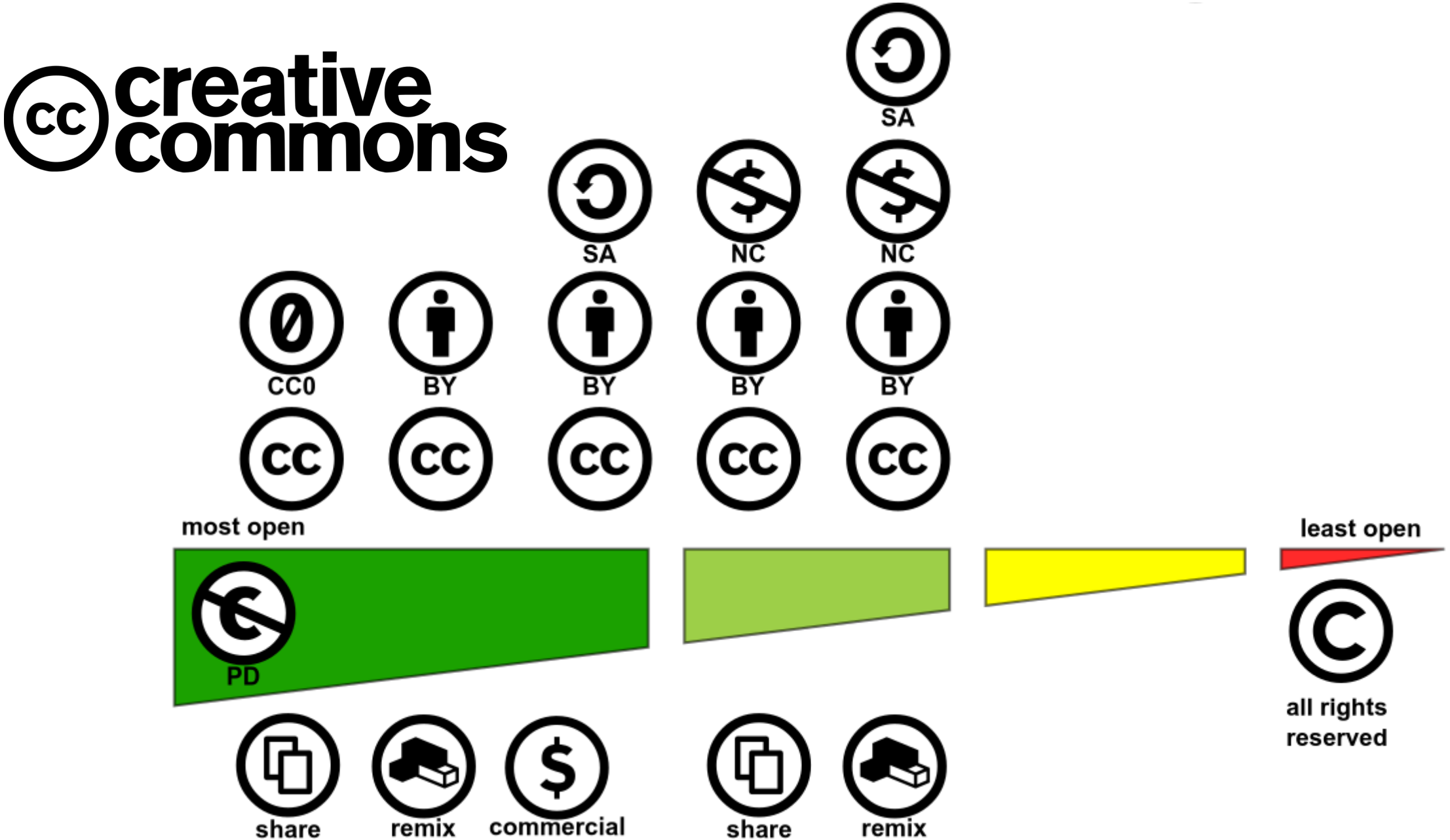

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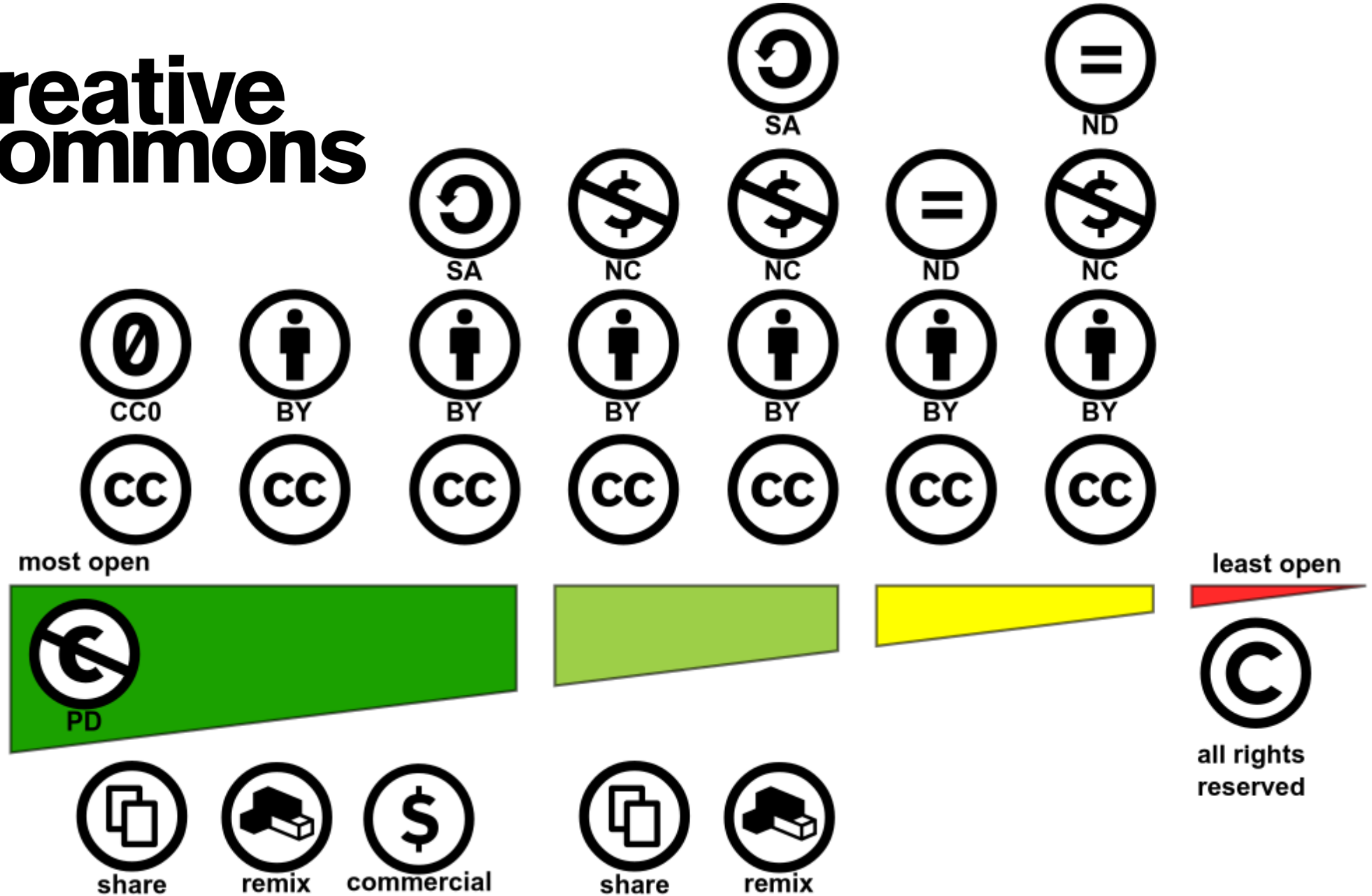

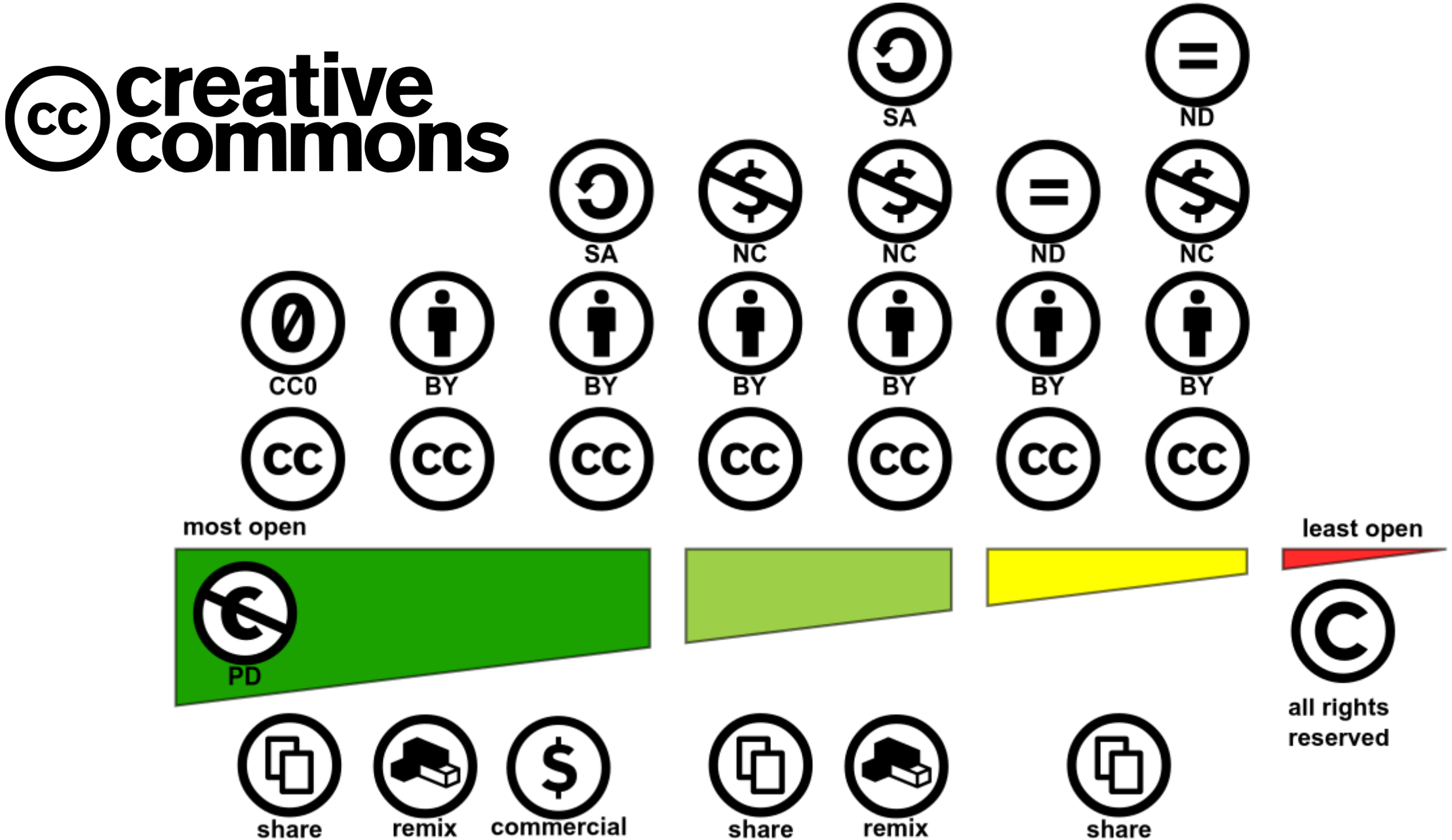

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“open”

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- Legal code, harmonized for national/international law

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- Legal code, harmonized for national/international law
- Human readable, understandable text

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

Challenges

Multiple Attributions for several sources (license stacking)

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Multiple incompatible source licenses

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Legal commercial definition (e.g. use by journals)

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Unintentional restrictive

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Databases are different to simple data (e.g. EU-copyright)

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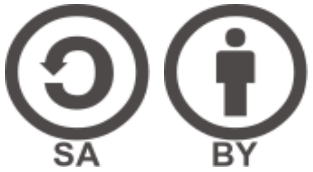

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- Network use = Distribution?

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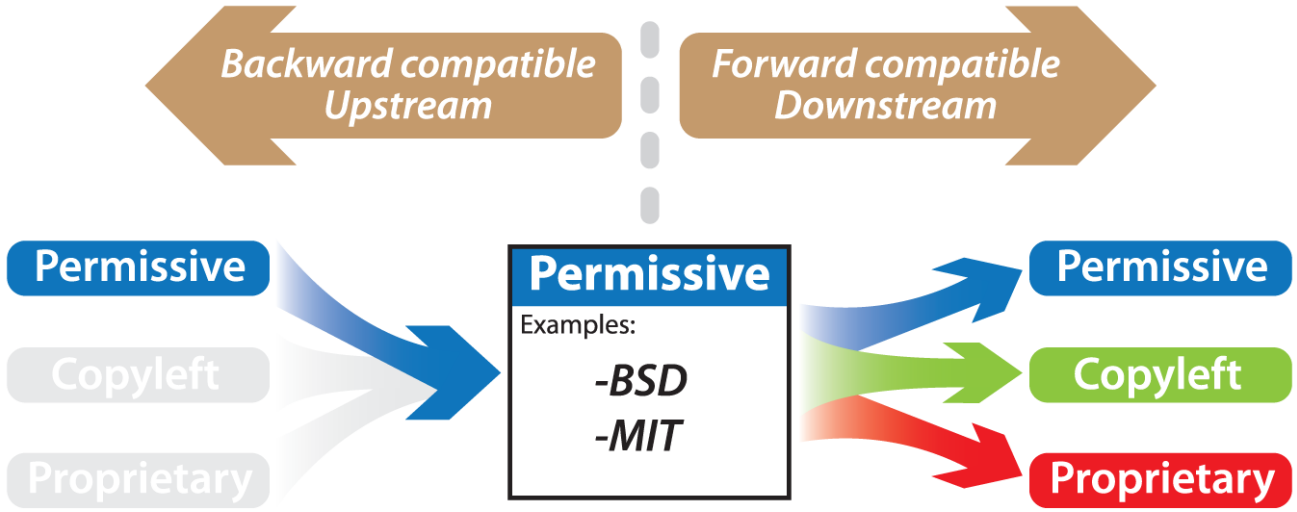

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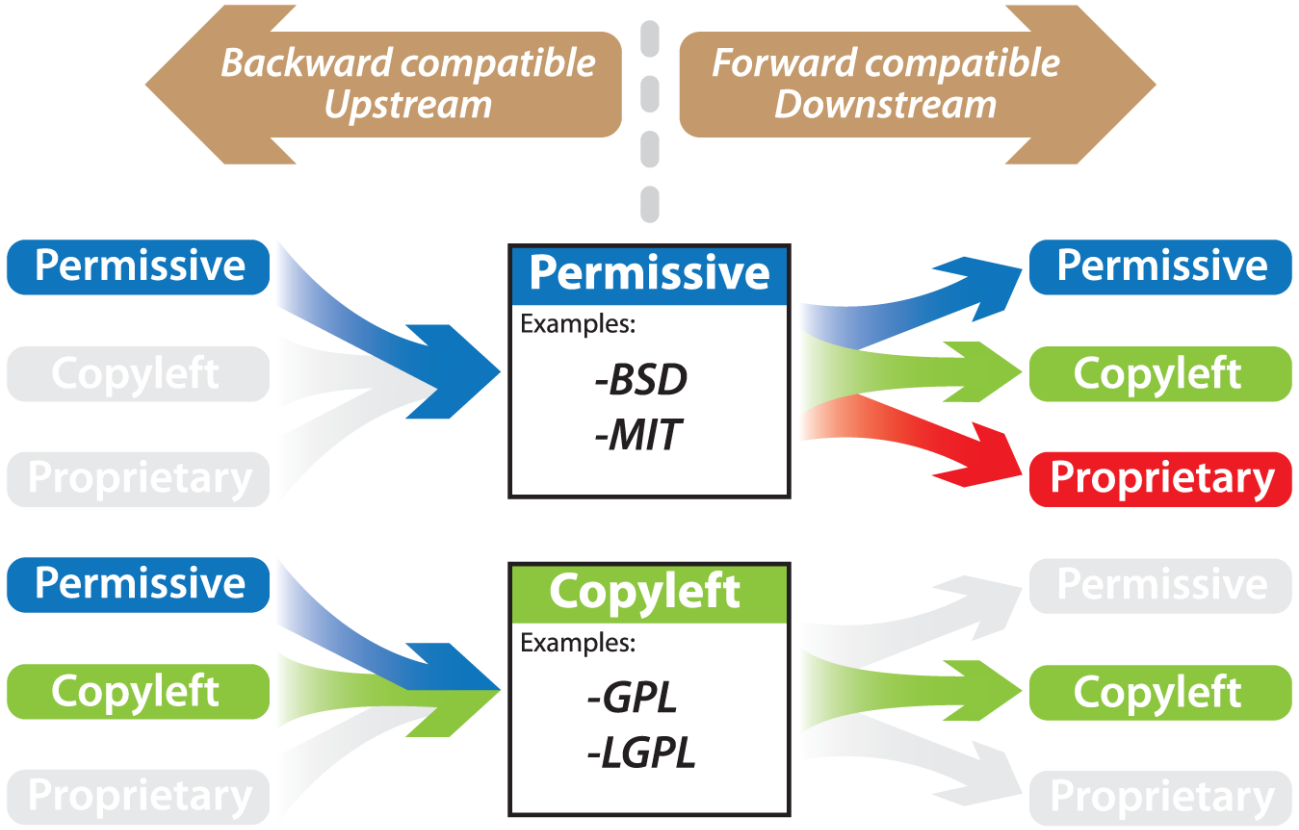

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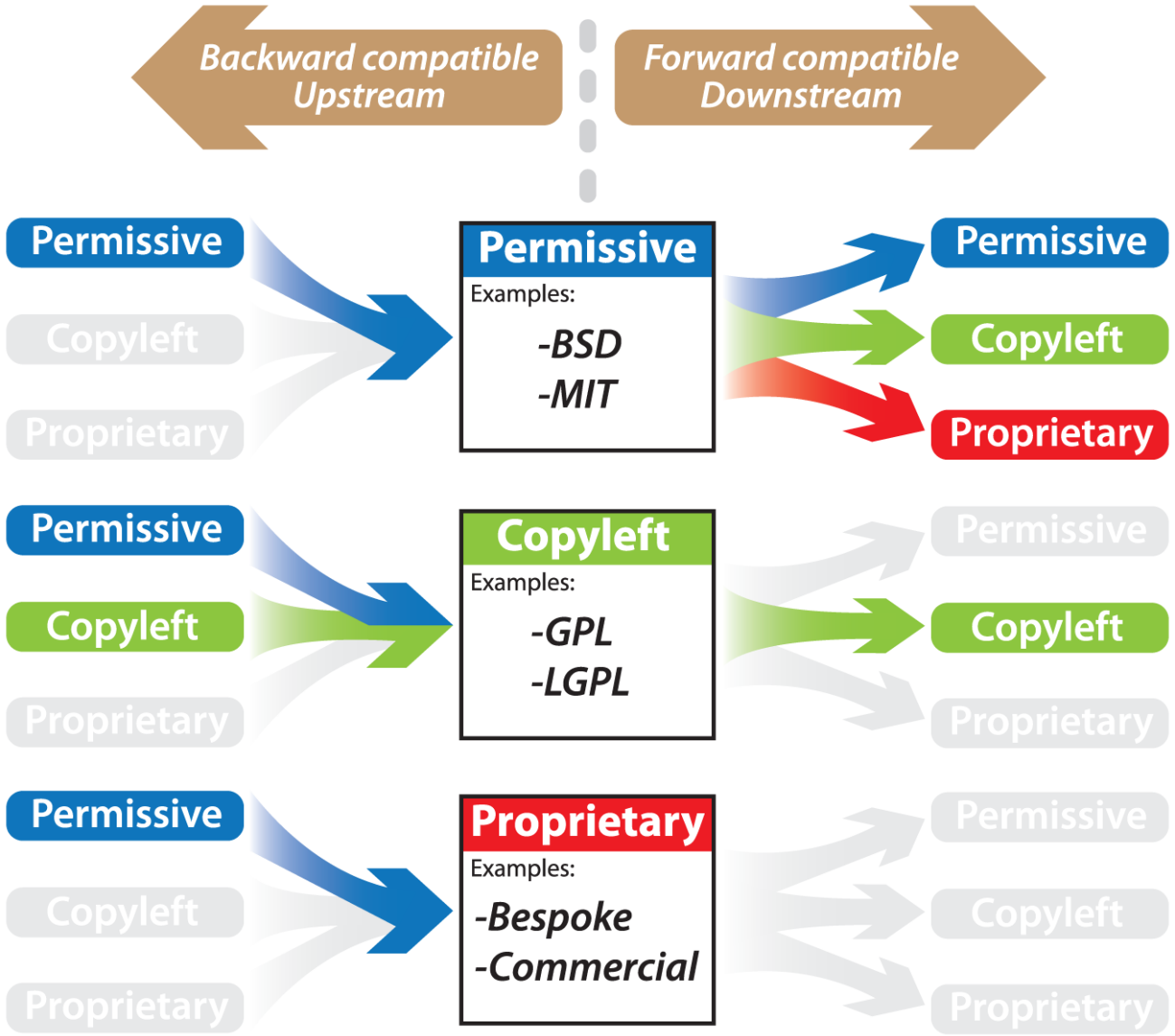

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Can ensure attribution

Can enforce remain in Public Domain

Uniform Biological Material Transfer Agreement

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