



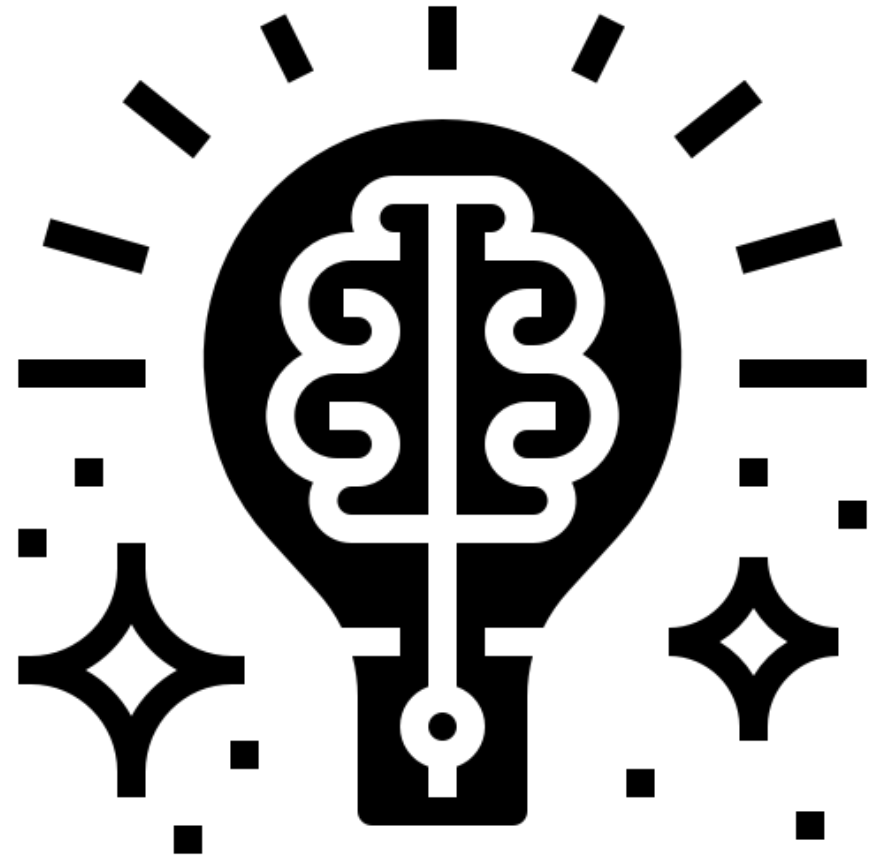
Licensing



Korbinian Bösl
Data management coordinator
ELIXIR Norway/Digital Life Norway
11th December 2020

Intellectual property rights (IPRs)

Patent: Protects novel, non-obvious, inventions

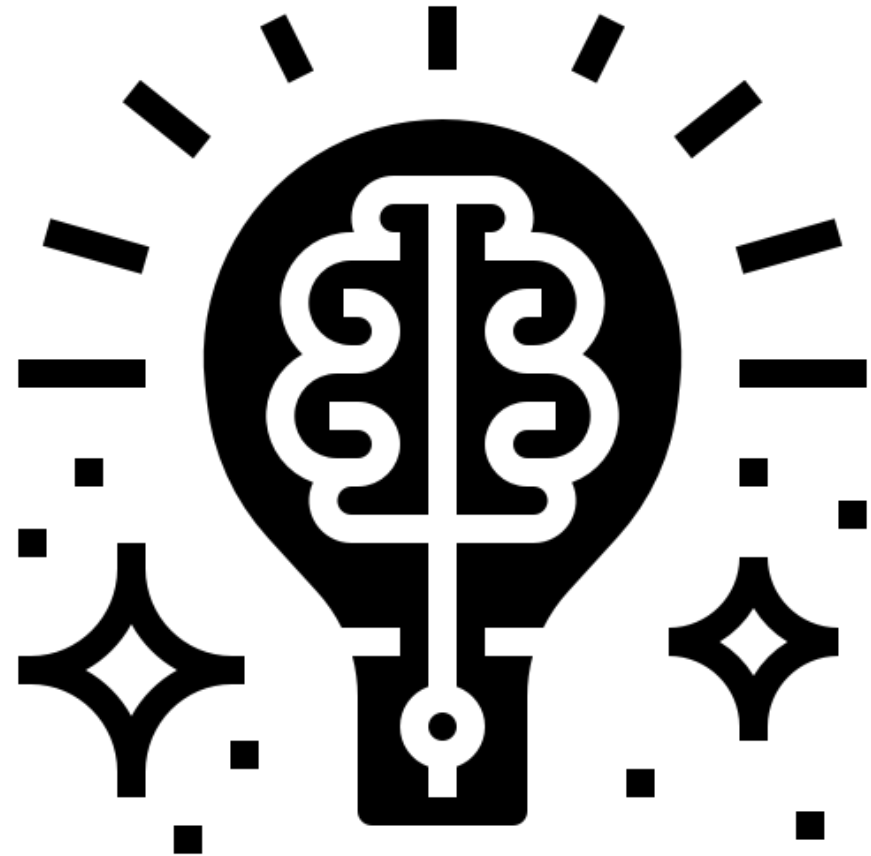


CC-BY 3.0 Wichai.Wi

Intellectual property rights (IPRs)

Patent: Protects novel, non-obvious, inventions

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



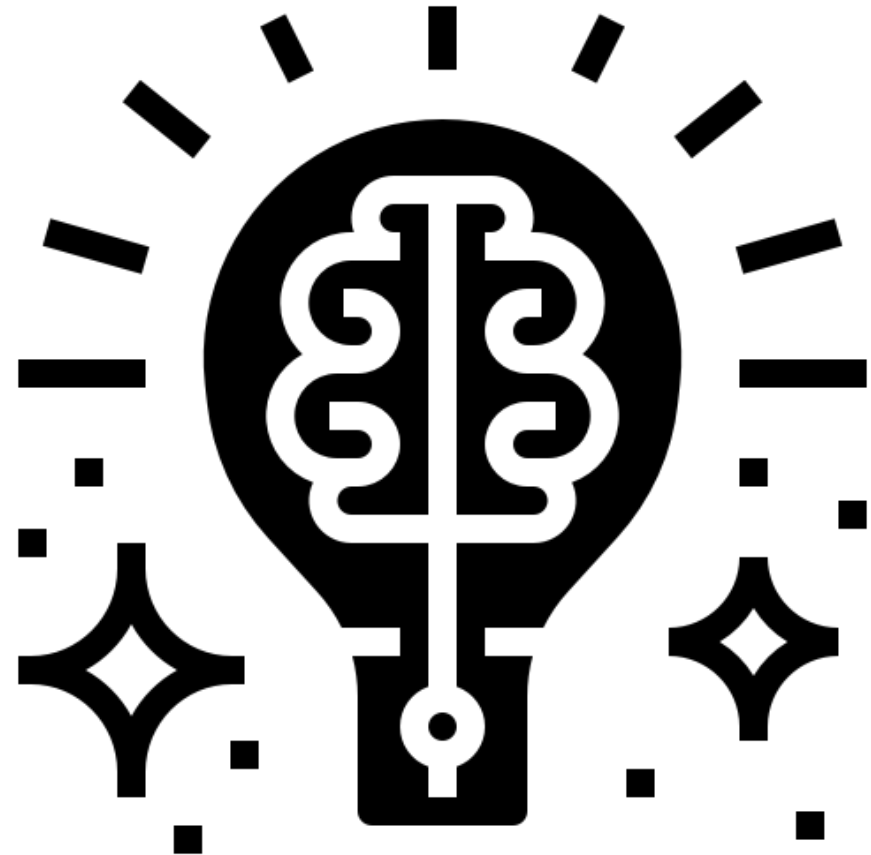
CC-BY 3.0 Wichai.Wi

Intellectual property rights (IPRs)

Patent: Protects novel, non-obvious, inventions

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

Trademark: Protects a name/brand



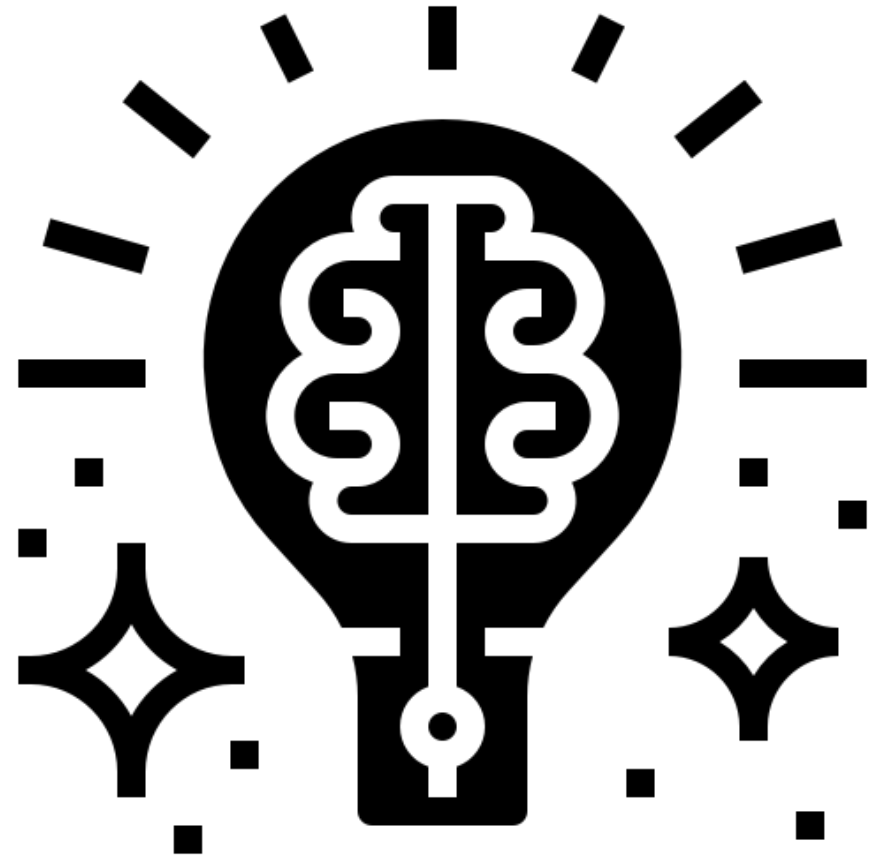
CC-BY 3.0 Wichai.Wi

Intellectual property rights (IPRs)

Patent: Protects novel, non-obvious, inventions

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

Trademark: Protects a name/brand



CC-BY 3.0 Wichai.Wi

IPR often regulated in work contract

Why should I licence my research outputs?



Legal security for users (Accessibility)

Why should I licence my research outputs?



Legal security for users (Accessibility)



Increase of willingness to reuse outputs (Reusability)

Why should I licence my research outputs?



Legal security for users (Accessibility)



Increase of willingness to reuse outputs (Reusability)



Allows deposition/mirroring in 2nd databases (Findability)

Concepts in open licenses



Waive all your interests that may exist in your work

Concepts in open licenses



Waive all your interests that may exist in your work

Copy left:

Concepts in open licenses



Waive all your interests that may exist in your work

Copy left:



Credit for the original creation

Concepts in open licenses



Waive all your interests that may exist in your work

Copy left:



Credit for the original creation



License new creations under identical terms

Concepts in open licenses



Waive all your interests that may exist in your work

Copy left:



Credit for the original creation



License new creations under identical terms



Non-commercial

Concepts in open licenses



Waive all your interests that may exist in your work

Copy left:



Credit for the original creation



License new creations under identical terms



Non-commercial



Cannot be shared with others in adapted form



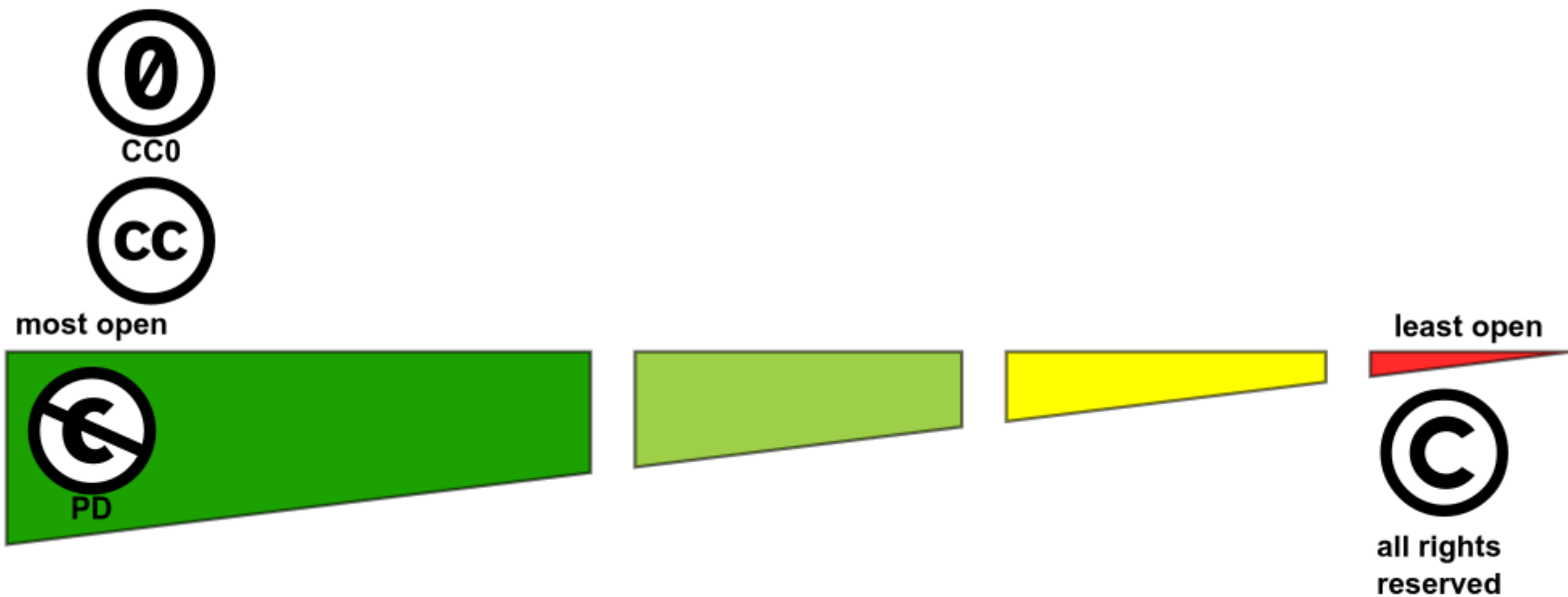
most open

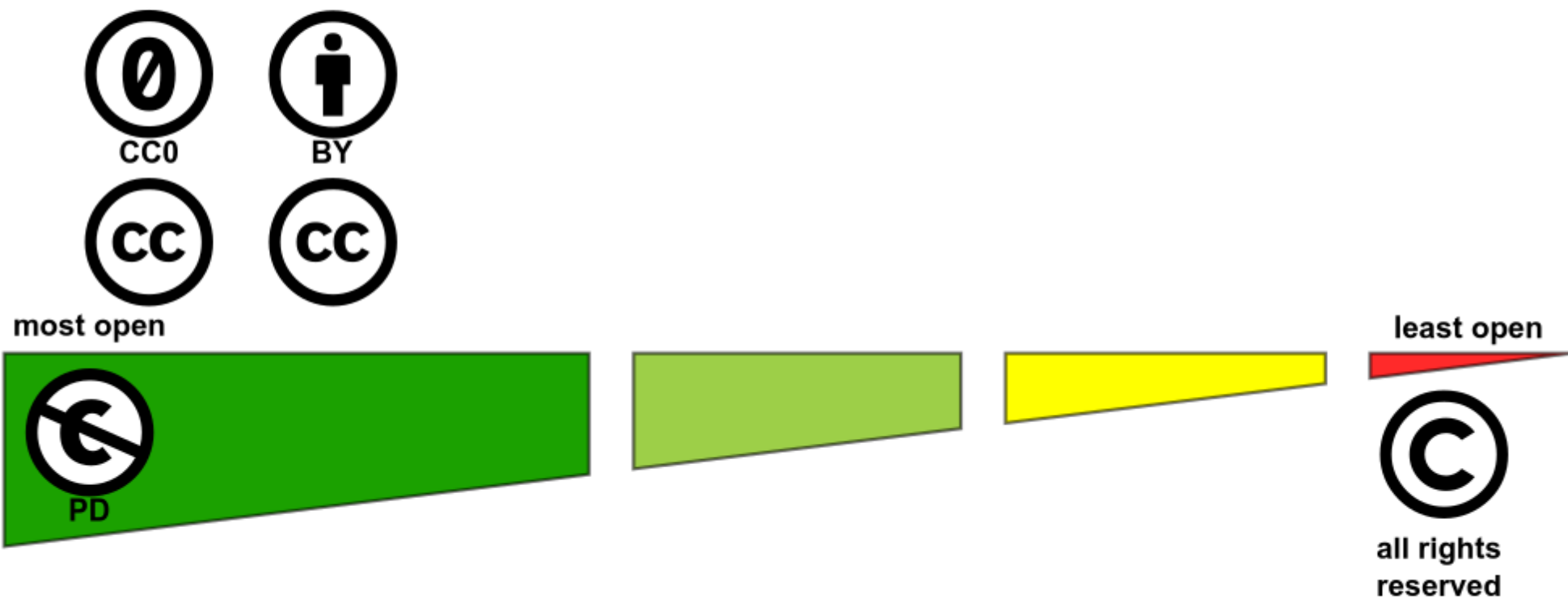


least open

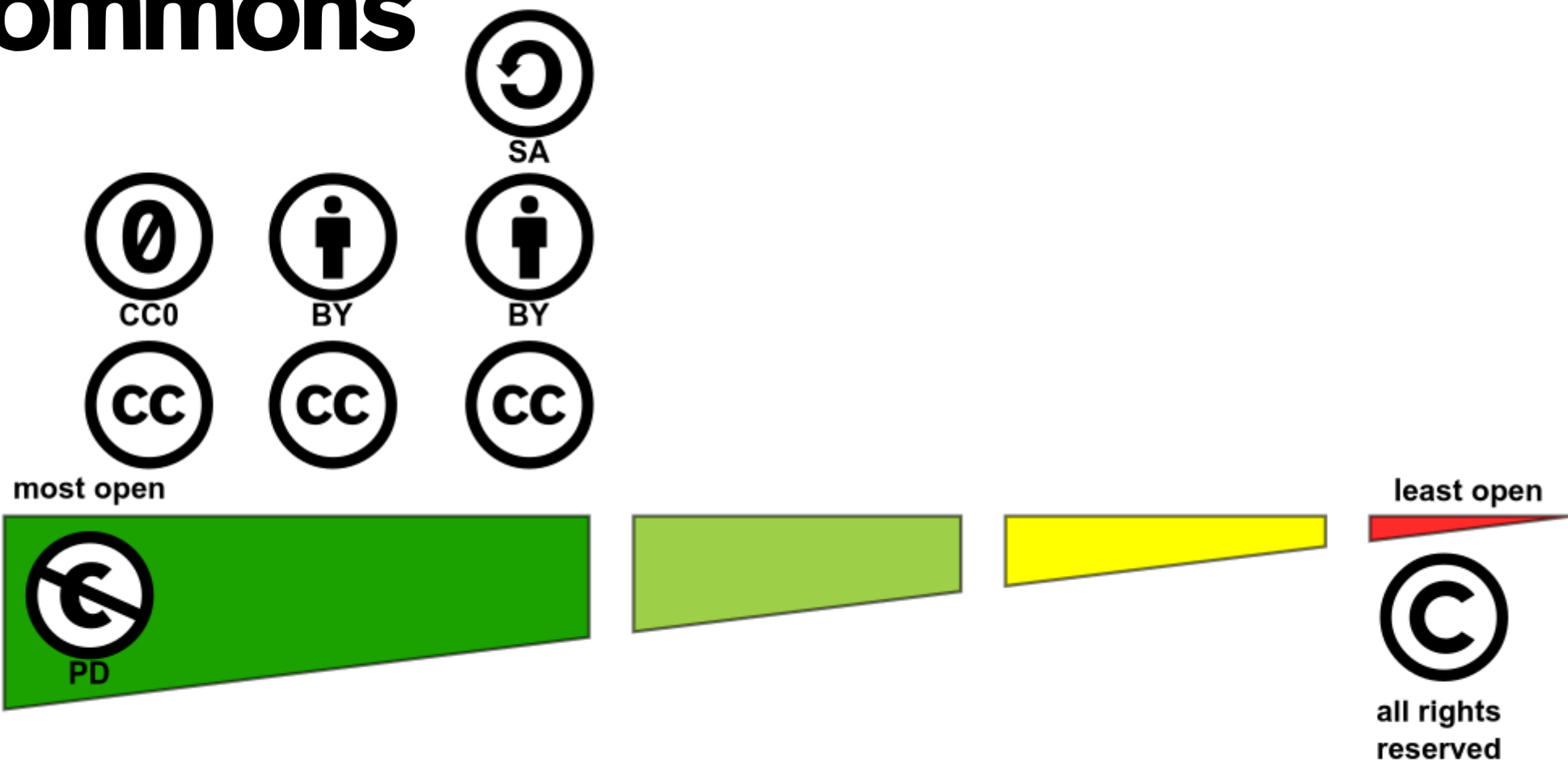


all rights
reserved

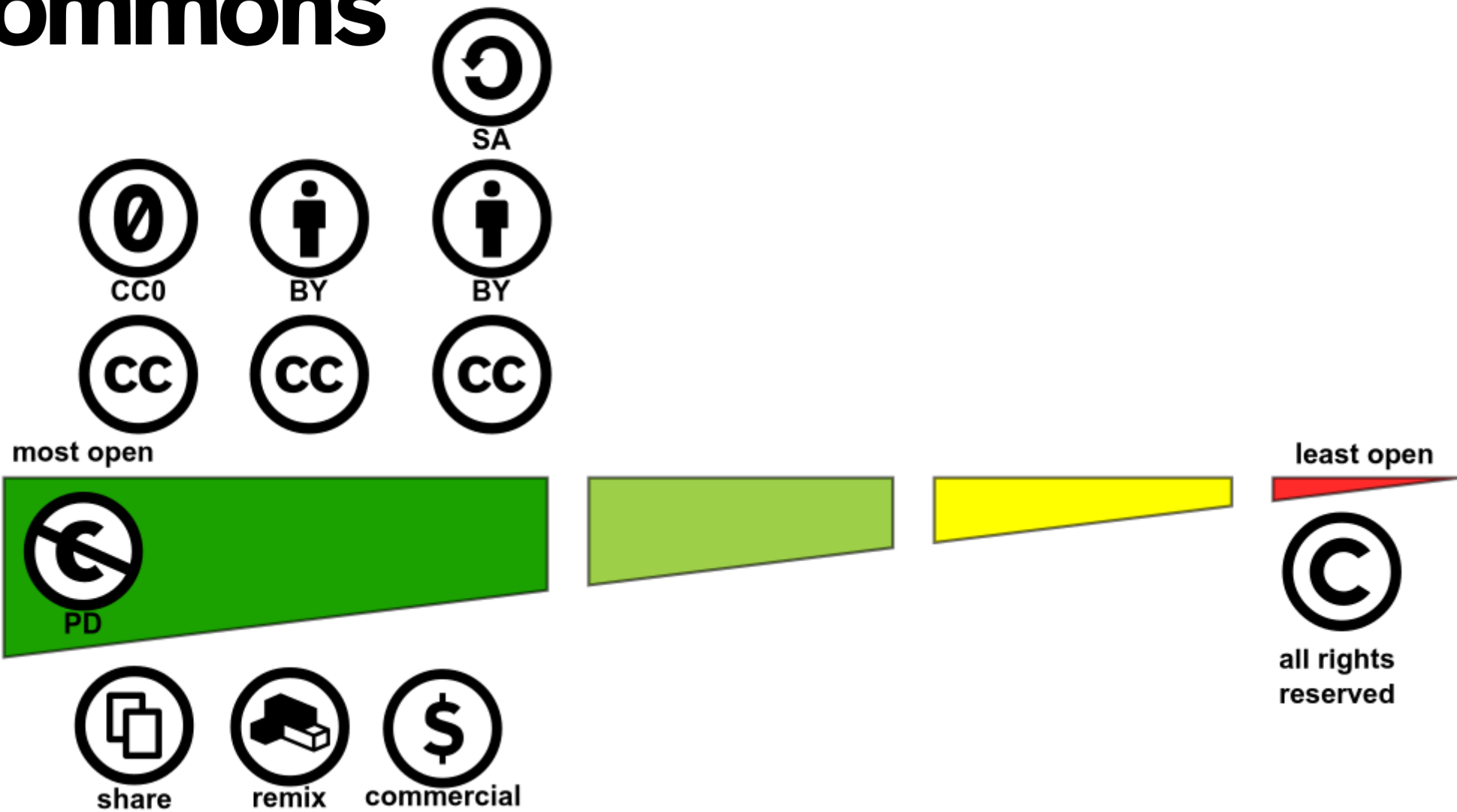


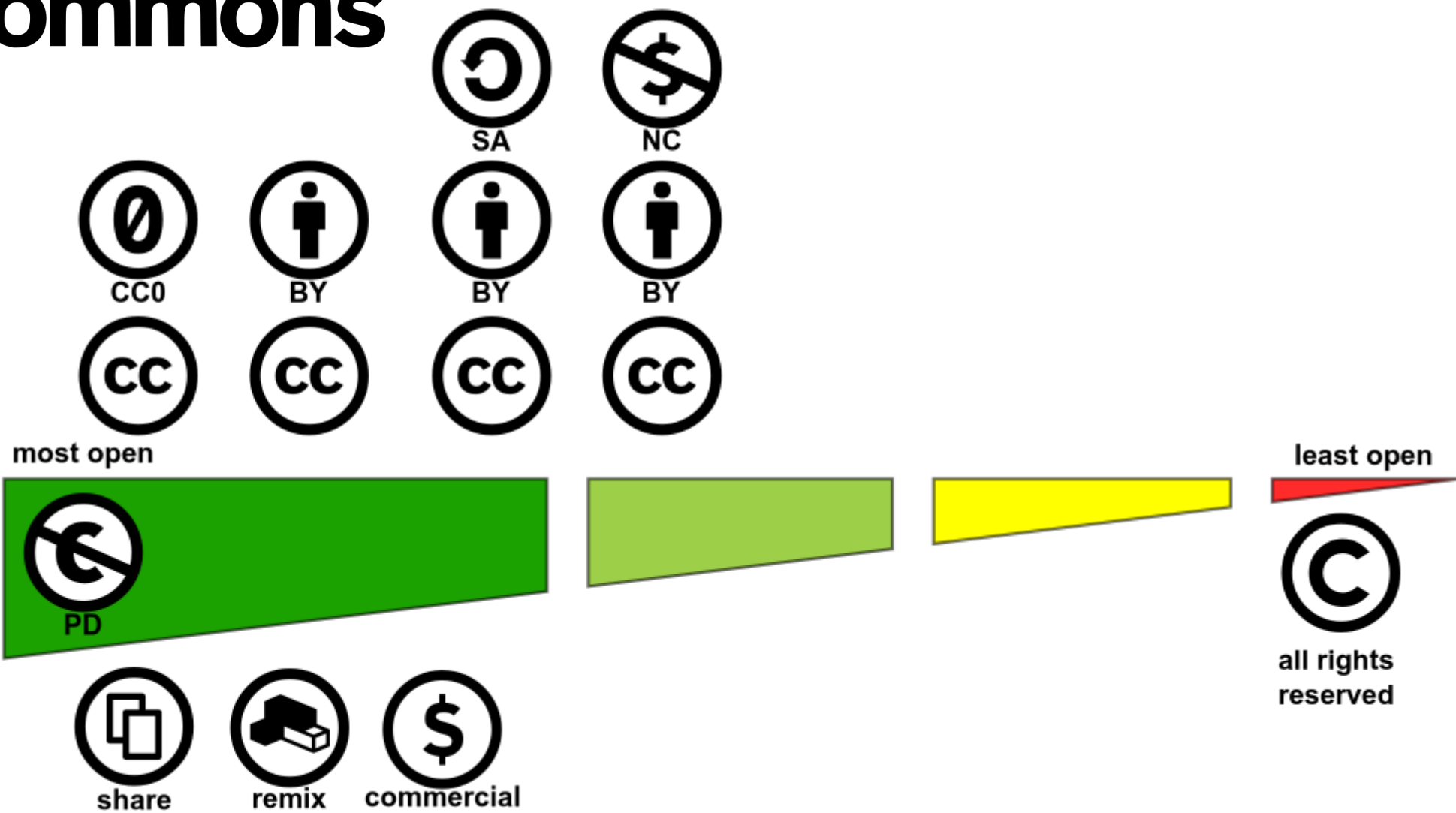


creative commons

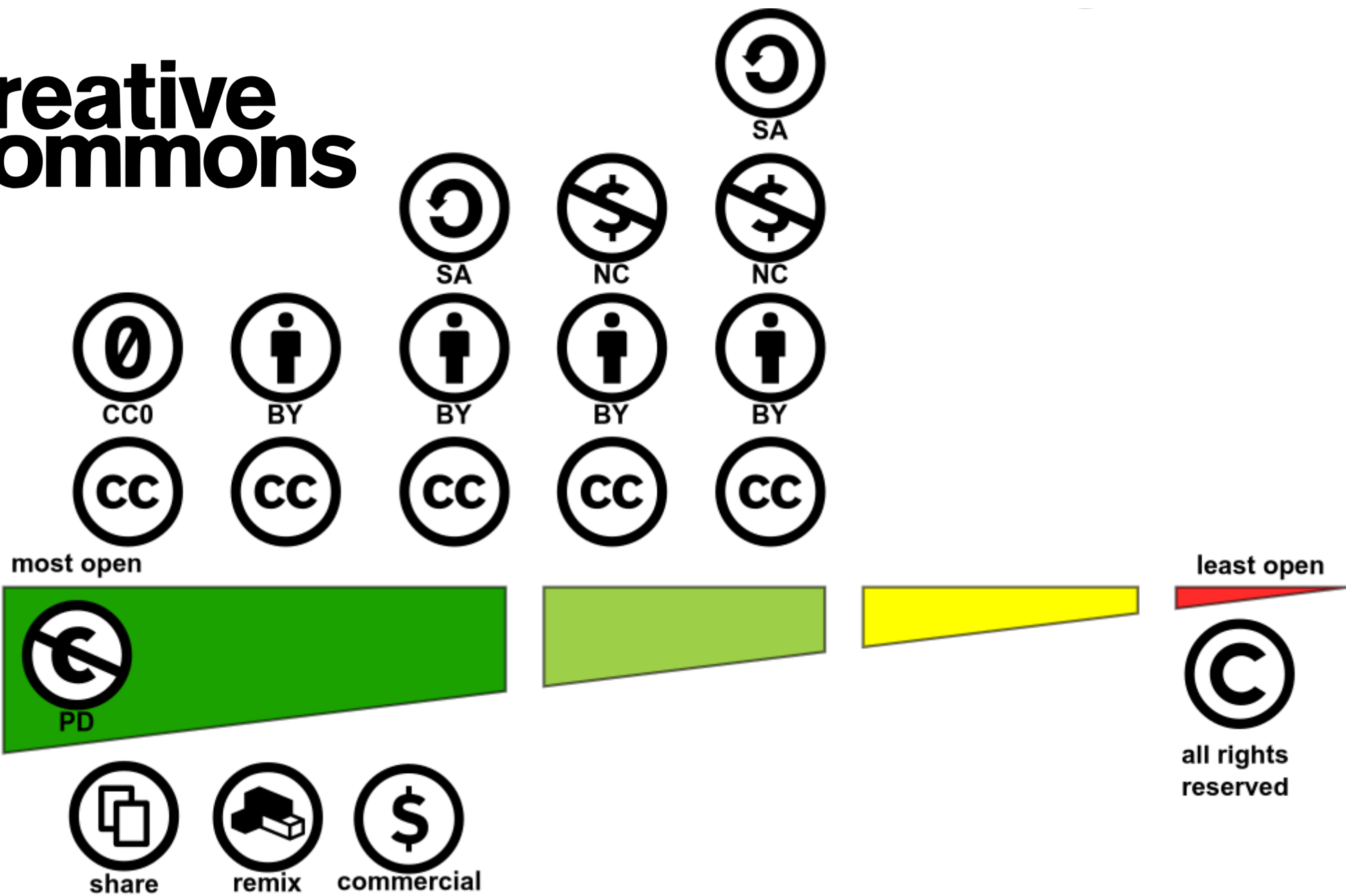


creative commons

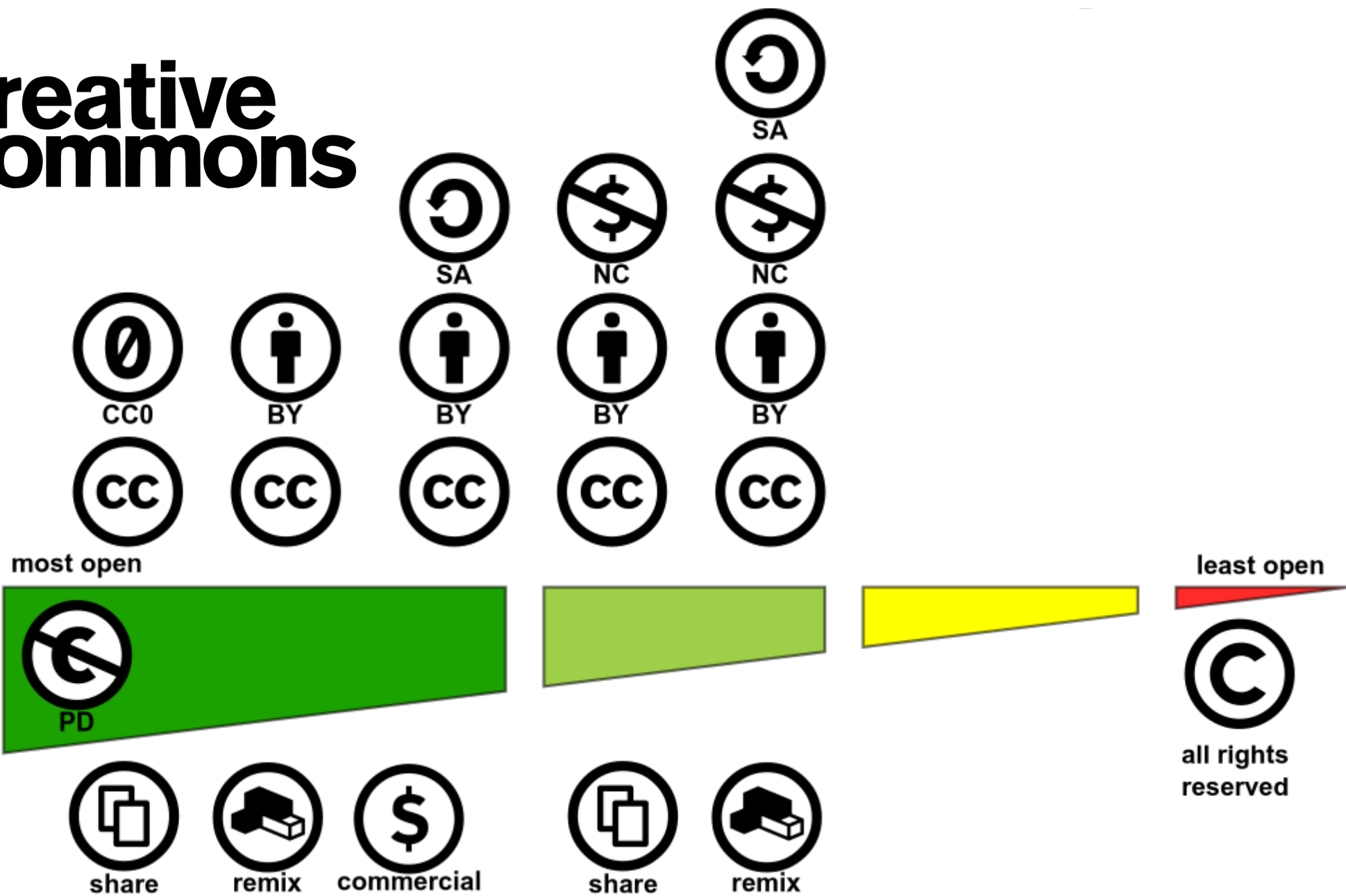


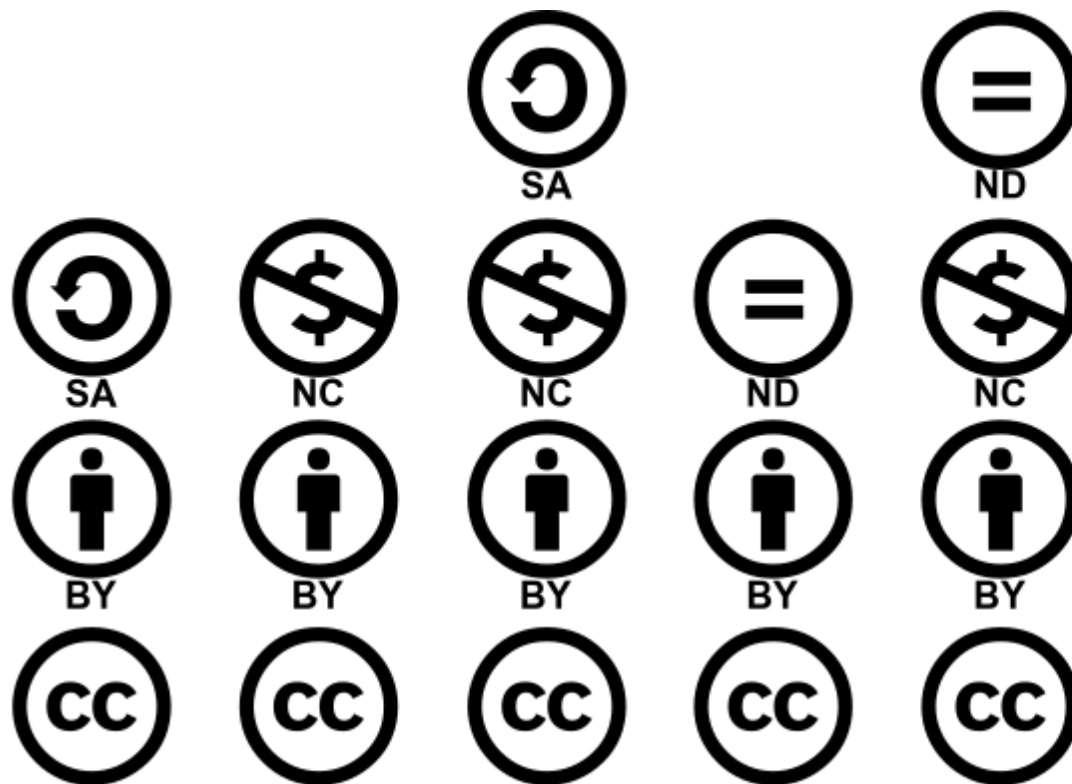


 **creative
commons**



 **creative commons**





least open



all rights reserved



share



remix



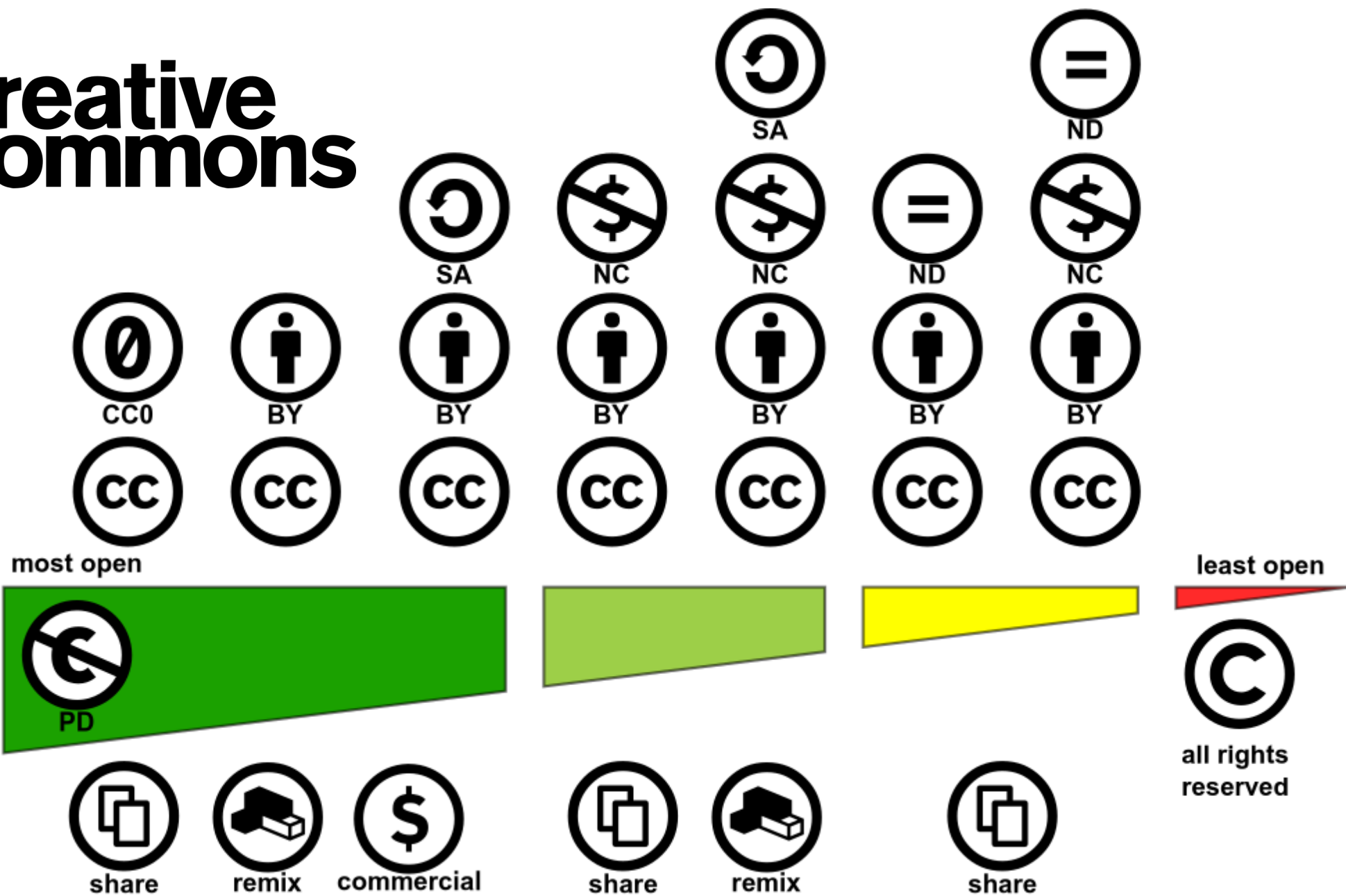
commercial

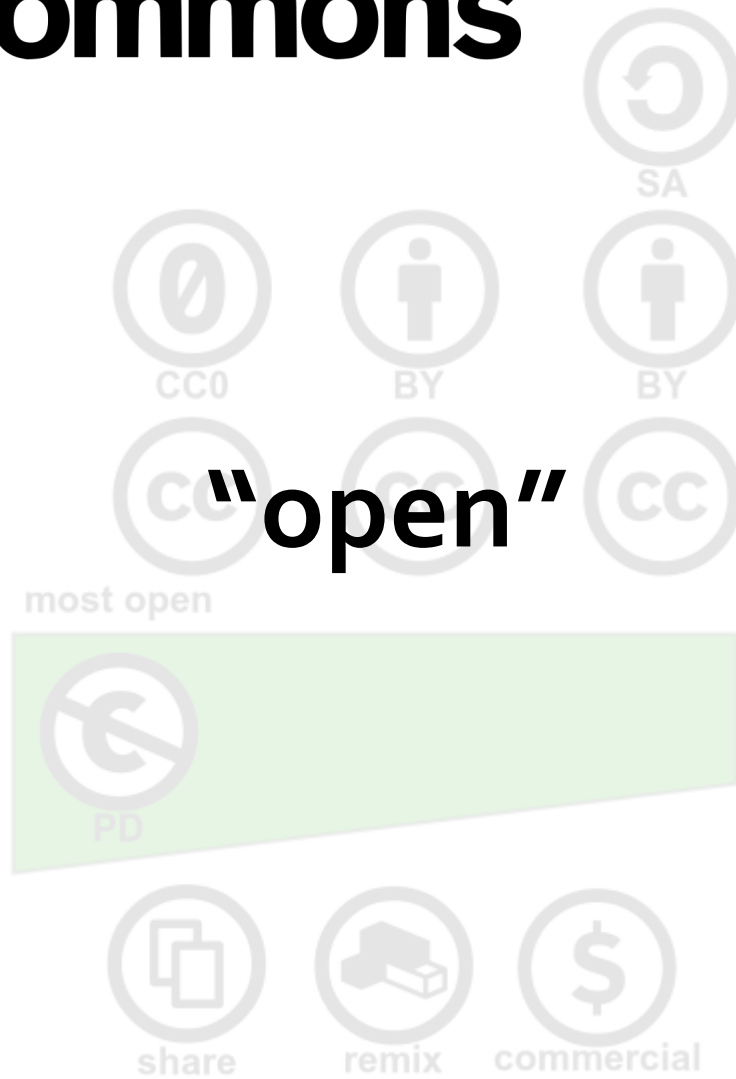


share



remix





“open”



- Legal code, harmonized for national/international law





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



- 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)



Challenges



Multiple Attributions for several sources (license stacking)



Multiple incompatible source licenses



Challenges



BY

Multiple Attributions for several sources (license stacking)



SA

Multiple incompatible source licenses



NC

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



Challenges



BY

Multiple Attributions for several sources (license stacking)



SA

Multiple incompatible source licenses



NC

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



ND

Unintentional restrictive



OPEN KNOWLEDGE
FOUNDATION

Open Data Commons

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

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



Open Data Commons Public Domain Dedication and License
(PDDL)

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



Open Data Commons Public Domain Dedication and License
(PDDL)



Open Data Commons Attribution License (ODC-BY)

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



Open Data Commons Public Domain Dedication and License (PDDL)



Open Data Commons Attribution License (ODC-BY)



Open Data Commons Open Database License (ODbL)

Repository specific regulations



Repository specific regulations



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.
- The INSDC will **not attach statements to records that restrict access to the data**, limit the use of the information in these records, or prohibit certain types of publications based on these records. Specifically, no use restrictions or licensing requirements will be included in any sequence data records, and no restrictions or licensing fees will be placed on the redistribution or use of the database by any party.

...

Repository specific regulations



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.
- The INSDC will **not attach statements to records that restrict access to the data**, limit the use of the information in these records, or prohibit certain types of publications based on these records. Specifically, no use restrictions or licensing requirements will be included in any sequence data records, and no restrictions or licensing fees will be placed on the redistribution or use of the database by any party.

...



Norwegian Licence for Open Government Data (NLOD) 2.0



Digitaliseringsdirektoratet
data.norge.no

Norwegian Licence for Open Government Data (NLOD) 2.0



Digitaliseringsdirektoratet
data.norge.no

A licence compatible by contract shall mean the following licences:

for all information: Open Government Licence (version 1.0, 2.0 and 3.0), **Creative Commons Attribution Licence (international version 4.0 and norwegian version 4.0)**

for those parts of the information which do not constitute databases: **Creative Commons Attribution Licence (generic version 1.0, 2.0, 2.5 and unported version 3.0)** and **Creative Commons Navngivelse 3.0 Norge**

for those parts of the information which constitute databases: **Open Data Commons Attribution License (version 1.0).**

Norwegian Licence for Open Government Data (NLOD) 2.0



Digitaliseringsdirektoratet
data.norge.no



A licence compatible by contract shall mean the following licences:

for all information: Open Government Licence (version 1.0, 2.0 and 3.0), **Creative Commons Attribution Licence (international version 4.0 and norwegian version 4.0)**

for those parts of the information which do not constitute databases: **Creative Commons Attribution Licence (generic version 1.0, 2.0, 2.5 and unported version 3.0) and Creative Commons Navngivelse 3.0 Norge**

for those parts of the information which constitute databases: **Open Data Commons Attribution License (version 1.0).**

Open Source Software licenses

Special considerations for Software

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



Open Source Software licenses





Open Source Software licenses



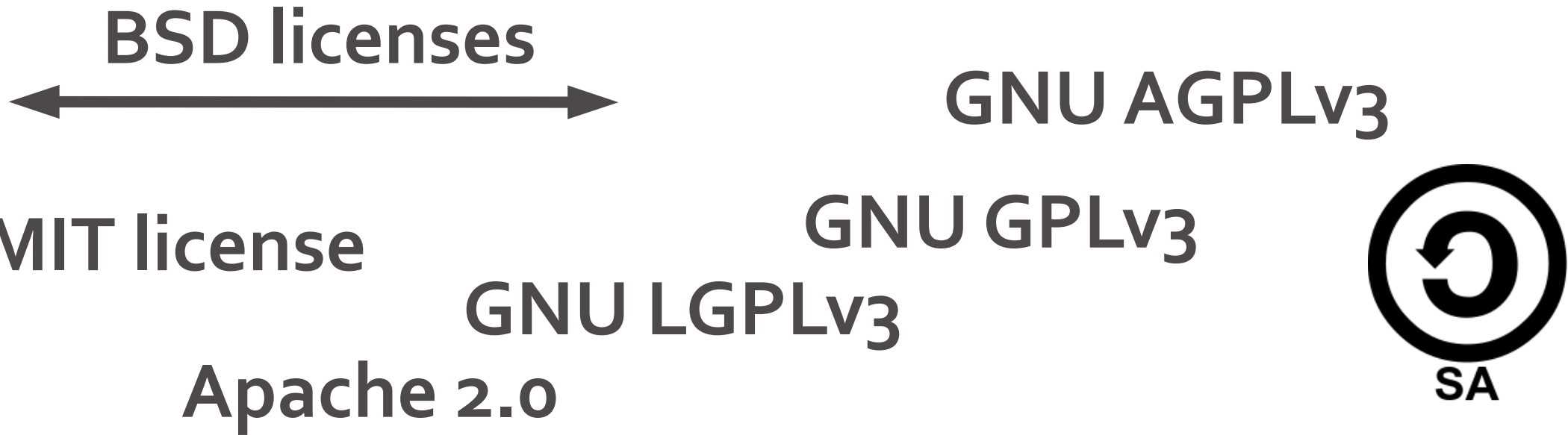
MIT license

GNU AGPLv3





Open Source Software licenses



<https://opensource.org/licenses>
<https://choosealicense.com/>



Open Source Software licenses

BSD licenses
←→

GNU AGPLv3



MIT license

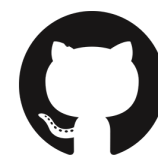
GNU GPLv3

GNU LGPLv3

Apache 2.0



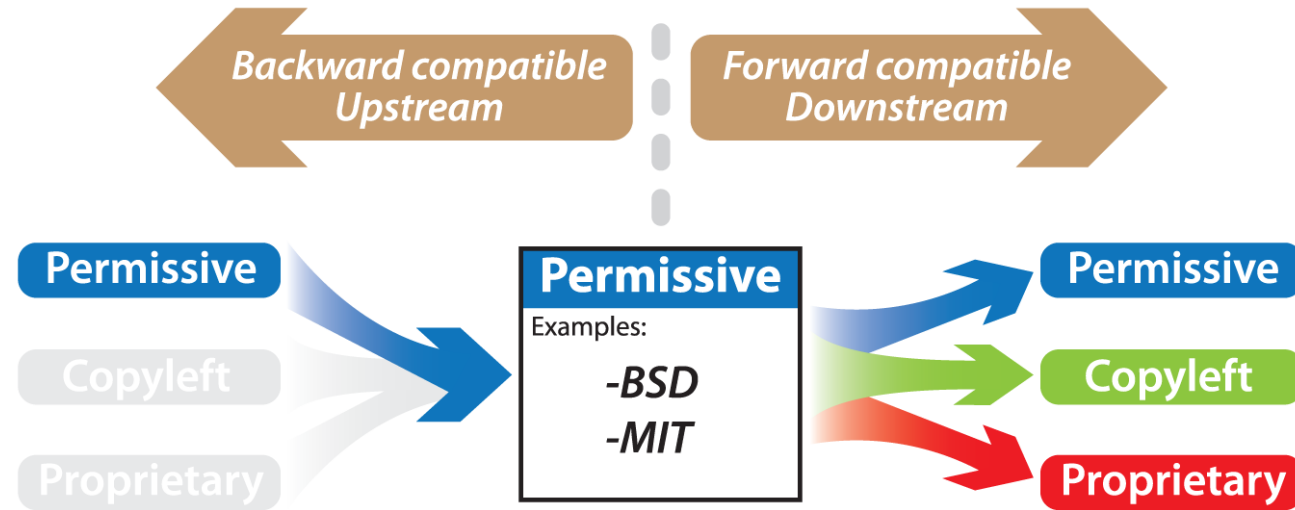
<https://opensource.org/licenses>
<https://choosealicense.com/>



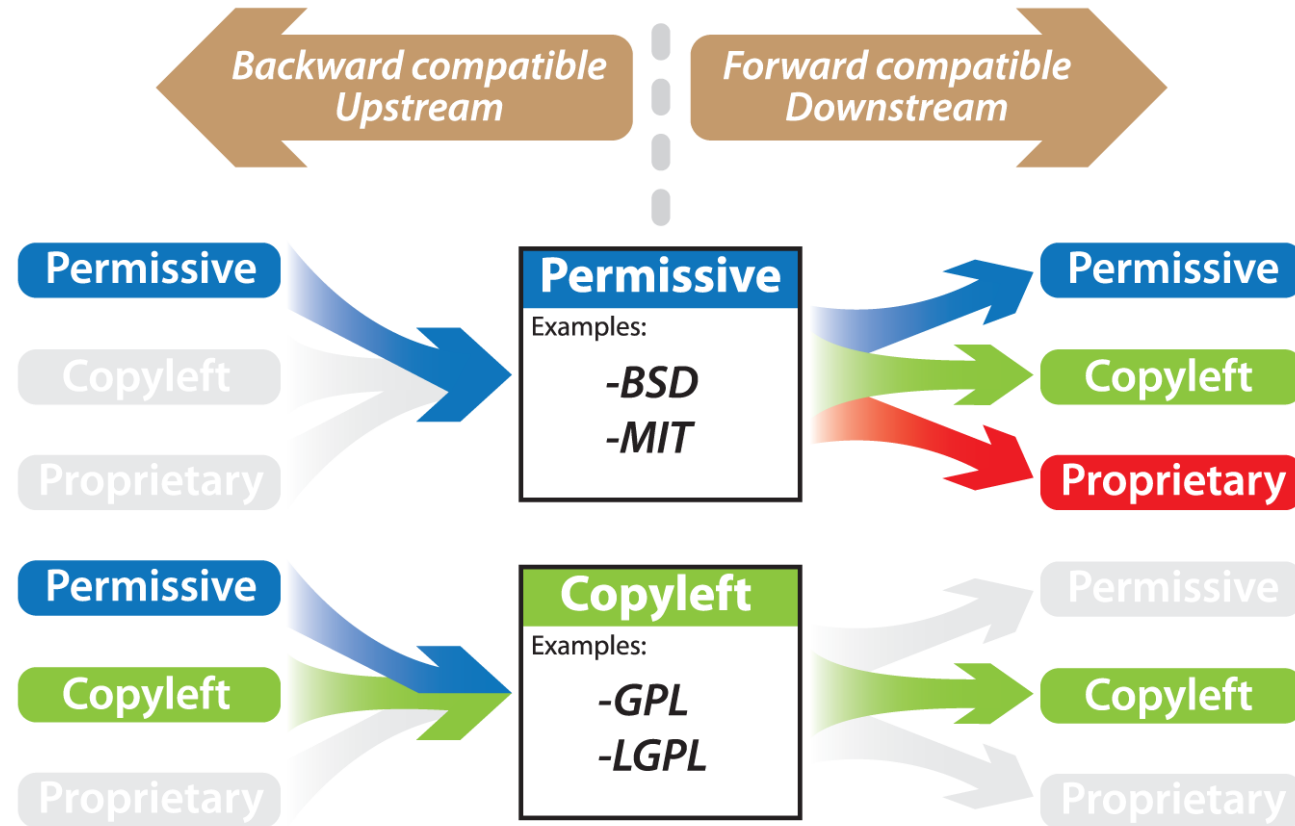
GitHub

Icons [CC-BY 4.0](https://creativecommons.org/licenses/by/4.0/)
<https://creativecommons.org/>

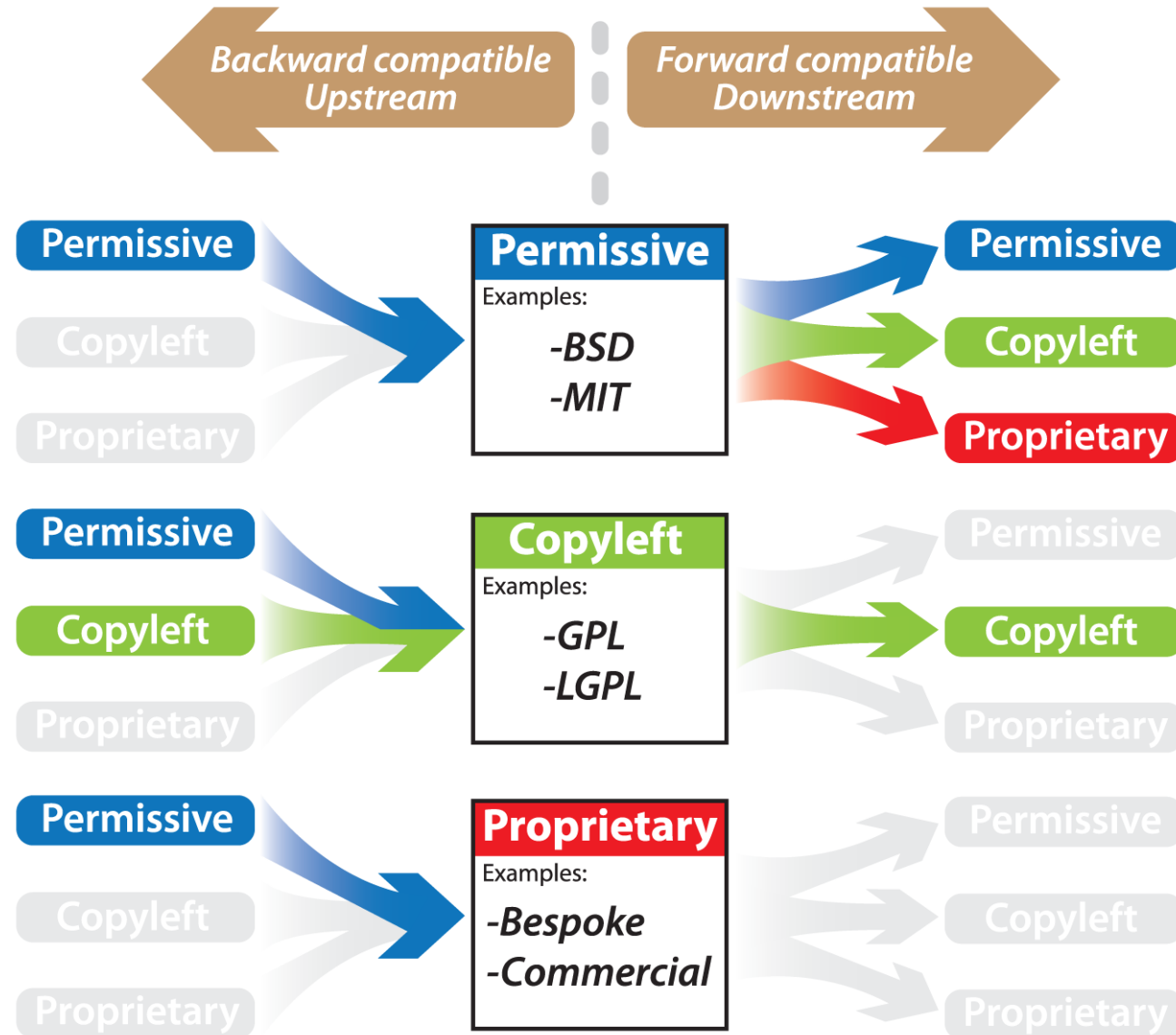
Open Source Software licenses



Open Source Software licenses



Open Source Software licenses



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 not 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
- Publishing without editorial comment or review by provider
- Limited liability