

Why do we need licenses?

What are licenses?

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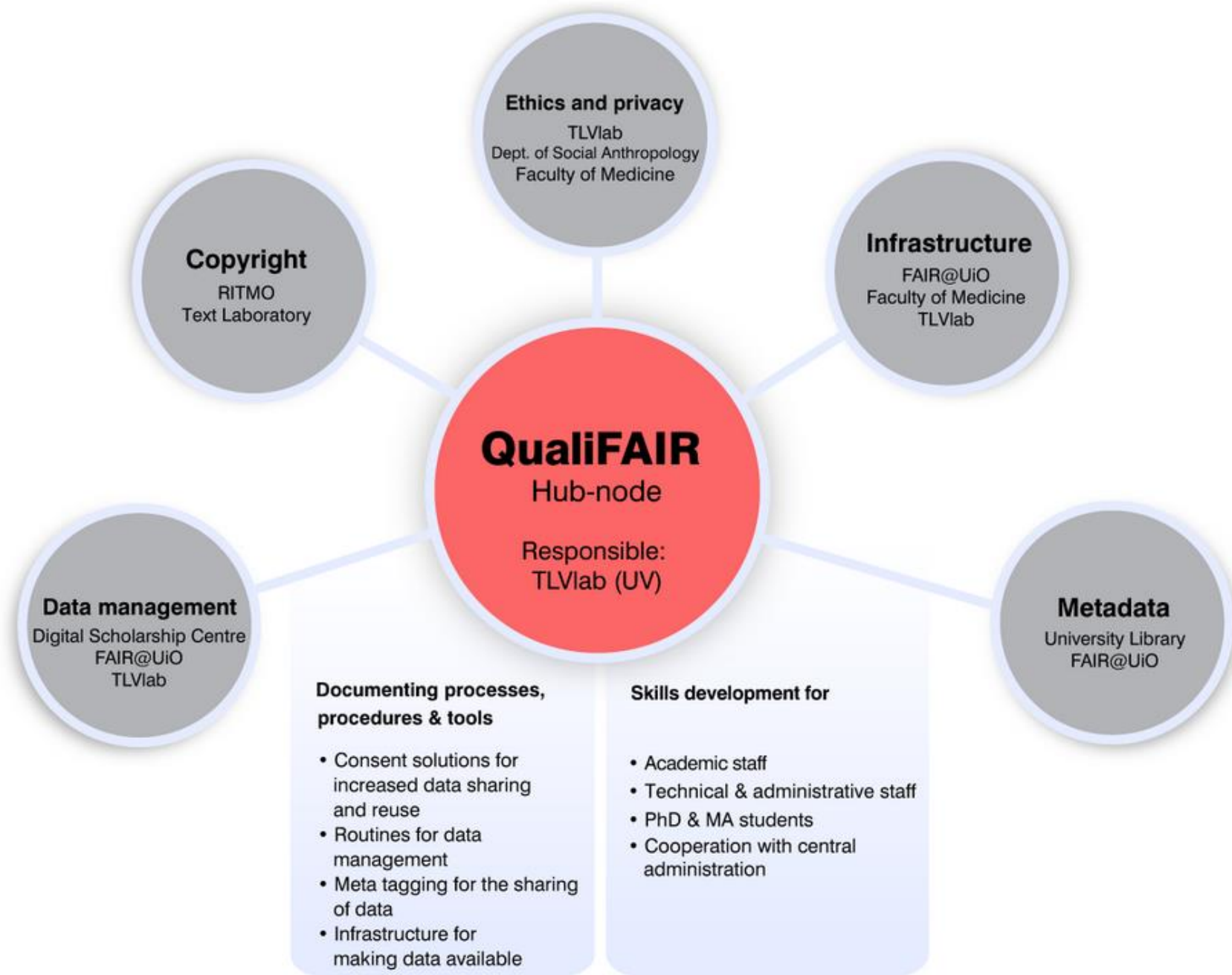
Who has rights to research data?

Rebecca Josefine Five Bergstrøm
Law Library, UiO

Why do we need licenses on data?

Professor Alexander Refsum Jensenius
RITMO, UiO





What are licenses?



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QualiFAIR breakfast seminar 19.03.2024

“**Open Science** has the potential of making the scientific process more **transparent, inclusive and democratic**. It is (...) a true game changer in bridging the science, technology and innovation gaps and fulfilling the **human right to science**.”

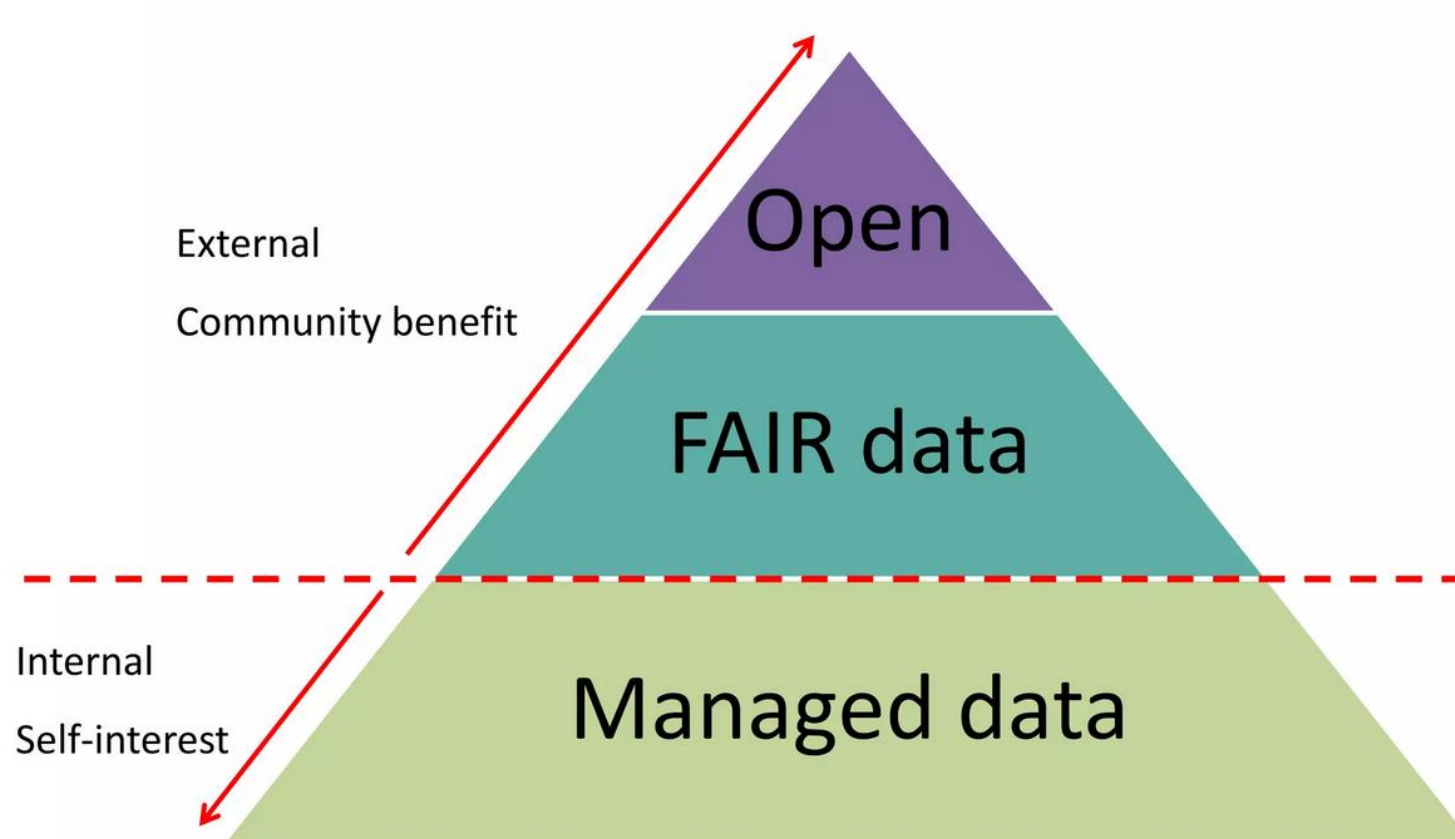
https://youtu.be/l3Wkvx_ZaFo

<https://www.unesco.org/en/natural-sciences/open-science>



**UNESCO Recommendation
on Open Science**

As **open** as possible,
as **closed** as necessary



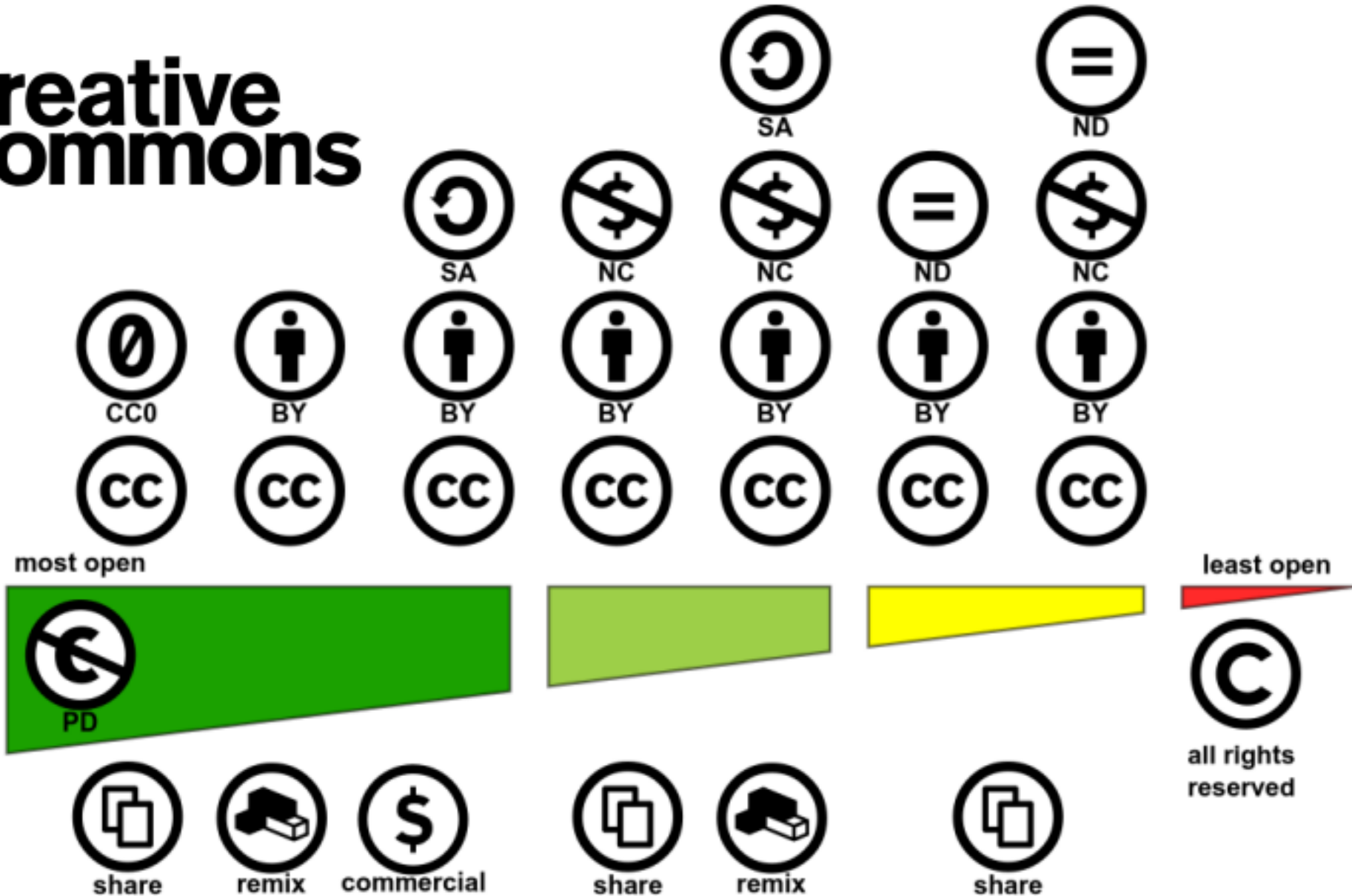
License makes data reusable

What is a license?

A license agreement is a **legal arrangement** between the creator/depositor of the dataset and the data repository, signifying what a user is **allowed to do with the data**.



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Licenses for code/software

Examples of licenses for code:

MIT

Apache 2.0

GNU GPLv3

MIT License

A short and simple permissive license with conditions only requiring preservation of copyright and license notices. Licensed works, modifications, and larger works may be distributed under different terms and without source code.

Permissions

- Commercial use
- Distribution
- Modification
- Private use

Conditions

- License and copyright notice

Limitations

- Liability
- Warranty

Creative Commons Generator:

<https://creativecommons.org/choose/?lang=en>

Choosing an **open source license:**

<https://choosealicense.com/>

Local Requirements

Research data at the University of Oslo shall:

- be **made openly available** for further usage
- be made available at an **early stage**
- have a **data management plan**
- have **metadata** and be **documented**
- must be securely **archived**
- have **licenses** for access, reuse and redistribution
- made **freely** available
(but the actual distribution cost should be covered)



Source: <https://www.uio.no/english/for-employees/support/research/research-data-management/policies-and-guidelines/>

How should we share research data?

Report and recommendations relating to licensing
and making research data available

Research data should be assigned a standard international license which:

- ✓ has as few access and use restrictions as possible
- ✓ promotes principles of interoperability for research data as much as possible
- ✓ is both human and machine readable

Can I license this dataset?

- Do you hold rights to the dataset?
- If not, who holds (full or partial) rights to the dataset (e.g. when working with secondary/existing data)
- Do you need to ask for any permissions?
- Are there any other copyright/ownership considerations for this material?

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The QualiFAIR's copyright working group sees the need for:

- ✓ developing **information pages** about copyright and licenses
- ✓ recommending **licenses for different data types**
- ✓ developing systems that help with **license management**
- ✓ developing **copyright courses** for employees and students
- ✓ raising **copyright awareness** among managers
- ✓ clarifying the **distribution of responsibilities** and who acts as the first, second and third line of contact



Full report here!

Agata Bochynska, Rebecca Josefine Five Bergstrøm, Alexander Refsum Jensenius
<https://zenodo.org/records/10830072>