



Licensing of research data

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2020-03-04

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Outline

- Research data and intellectual property rights (disclaimer: we are not jurists)
- You must use licenses to share your data
 - Creative Commons
 - Open data commons
 - How to ensure interoperability? (FAIR)



The Norwegian Intellectual Property Rights (IPR) Act, Åndsverksloven



Copyright to original and creative products including:

- Scientific texts (research articles)
- Computer programs (models)
- Scientific maps, drawings, and graphic reproductions
- Some databases
- Oral presentations and associated slides

Similar (nærstående) rights includes **exclusive rights** to:

- **Databases**

Not protected:

- Single data entries





What is copyright?

The right:

- of an author, composer or creative artist to own work
- to use the work for own economic benefit
- to control others use of the work
- to be cited

Two types:

ECONOMIC RIGHTS

The right to:

Reproduce
Distribute
Publicly perform
Transform

MORAL RIGHTS

The right to be correctly cited

Duration: the lifetime of copyright holder and 70 years after





What is protected by copyright?

- Literary, scientific and artistic works
- Original, creative work
- The expression, not the idea
- Created by a person
- Copyright exists from the moment work is created
- No need for ©





Exclusive rights to databases/research data

Creator has exclusive rights to the whole or substantial parts of the content in the database

- Extractions
- Reuse

Duration: 15 years after creation or making it public

Database:

- Formula
- Table
- Programme
- Or similar

Where the collection, control or presentation of the content involve a substantial investment

More information:

<https://lovdata.no/lov/2018-06-15-40/§24>





The rights to your own work

- Creator always owns moral rights -> Cannot be transferred
- Creator owns economic rights as long as the work is protected
 - if not transferred by contract:
 - Work made in employment relationship UiB: as of today you own your publications and research data
 - In standard publishing contracts: Authors transfer the copyright of the articles and all related material to the publisher (exclusive license)
 - **Open licenses**





Research data with no license

What are you allowed to do with this data according to the Norwegian IPR Act?

- Extract single data entries or maybe insubstantial parts, for example for use in a publication or for the production of a new database
- You must acknowledge the creator!

Or ask the creator for explicit permission to reuse and share the data.





Take home messages:

- Always check what permissions you have to reuse research data
- Use open licenses to share your research data



Creative commons (CC)

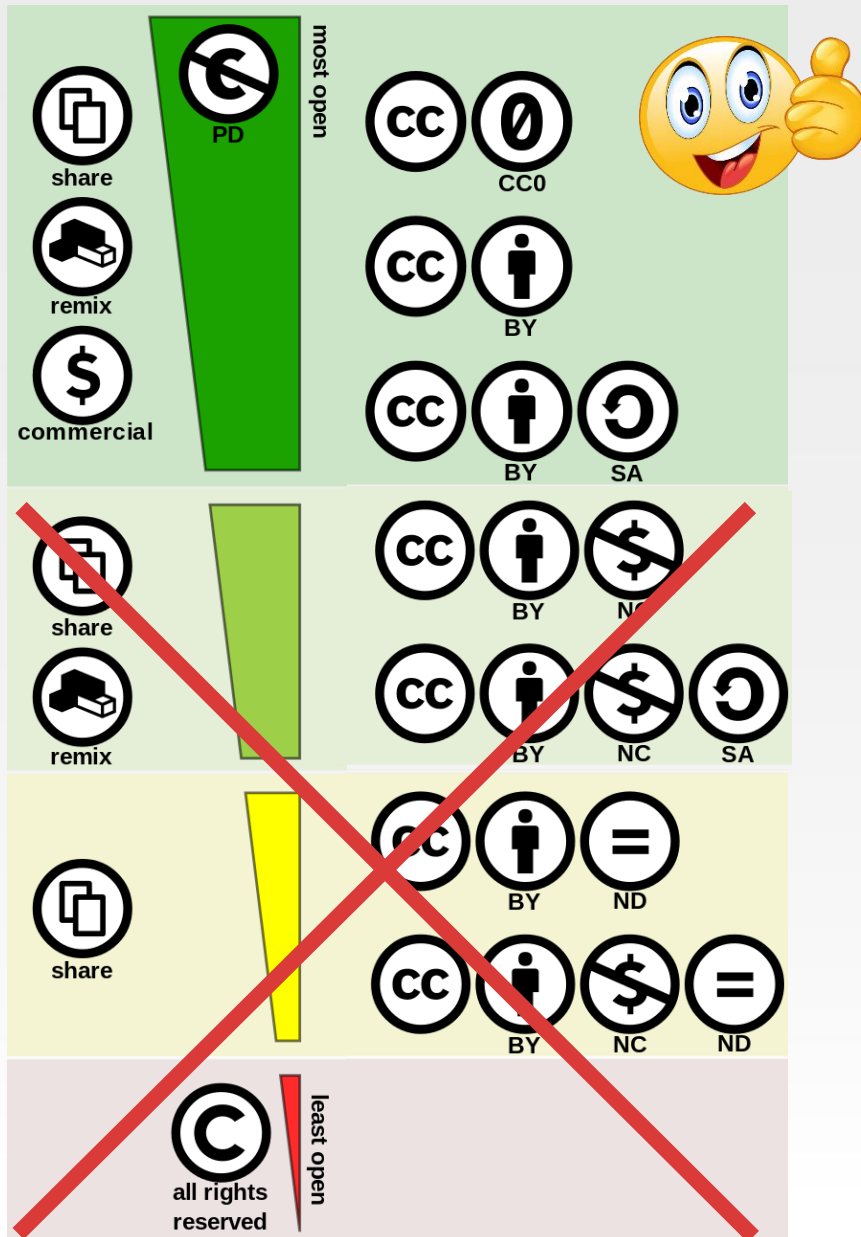
- Legal code, harmonized for national/international law
- Human and machine readable

BY = Attribution

NC = Non-Commercial

ND = No-Derivatives

SA = Share-Alike





Open Data Commons (ODC)

- PDDL = Public Domain Dedication and License
- ODC-By = Attribution License — “Attribution for data/databases”
- ODC-ODbl = Open Database License — “Attribution Share-Alike for data/databases”

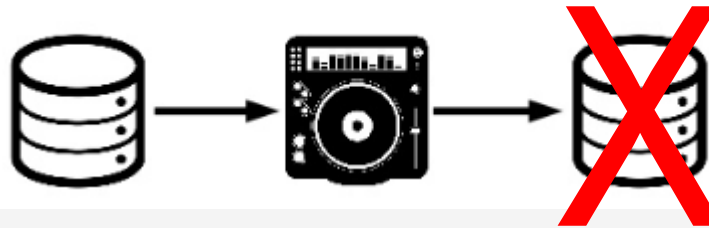
<https://www.opendatacommons.org/index.html>

Licence compatibility



Case: you want to build upon an existing dataset

No-derivatives
(ND)



No dataset!

Share-Alike (SA)



Must use
same licence



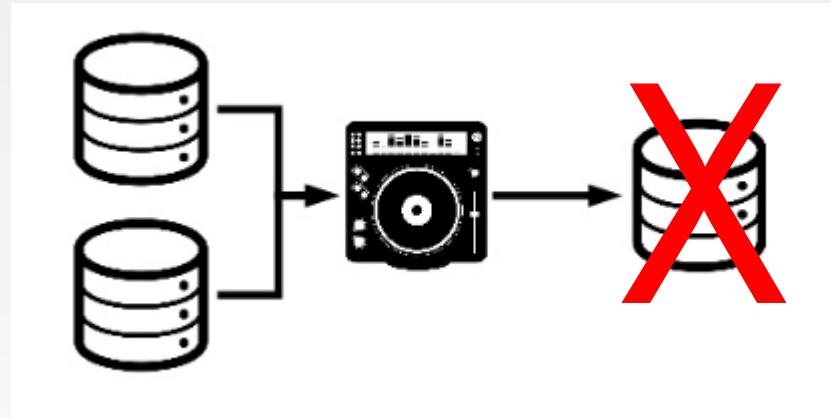
Licence compatibility



Case: you want to build upon multiple existing datasets

Share-Alike-
Non-Commercial
(SA-NC)

Share-Alike (SA)



No dataset!

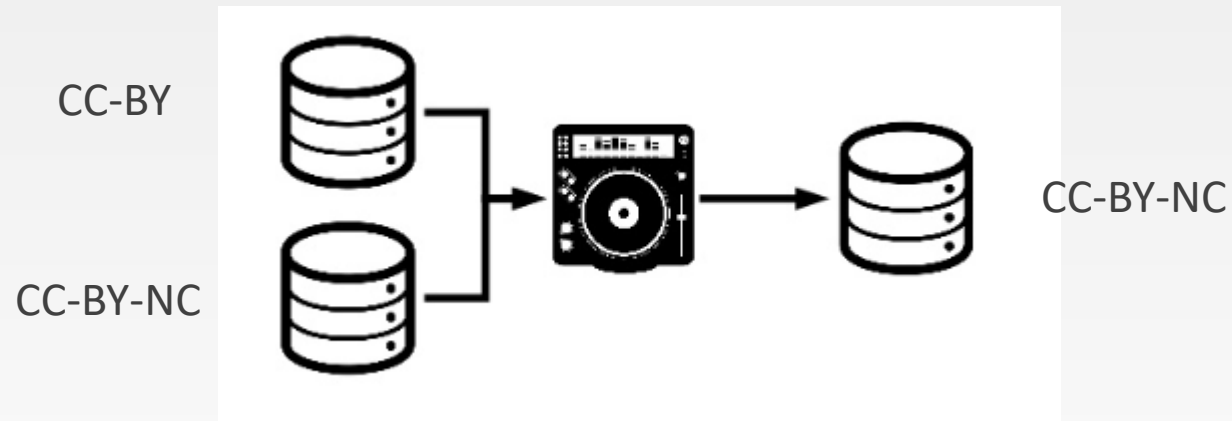
Share-Alikes Don't mix!



Licence compatibility



Case: you want to build upon multiple existing datasets



Least open wins



Why CC0 and not CC-BY?

