

Übung: Datenlieferung

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Probleme in einem Lizenzvertrag erkennen

Hinweise: Das Beispiel beruht auf einem realen Fall, der Lizenzvertrag wurde aber gekürzt und auf wesentliche Klauseln reduziert.

Diskutieren Sie in Kleingruppen folgende Fragen:

1. Erörtern Sie warum, die Ihnen zugewiesene Klausel problematisch sein könnte.

Zuordnung: Klauseln - Gruppen	
Gruppe 1	Einleitung+ Nr. 2
Gruppe 2	Nr. 3
Gruppe 3	Nr. 4
Gruppe 4	Nr. 5+6
Gruppe 5	Nr. 7
Gruppe 6	Einleitung+ Nr. 2
Gruppe 7	Nr. 3
Gruppe 8	Nr. 4
Gruppe 9	Nr. 5+6
Gruppe 10	Nr. 7
Gruppe 11	Einleitung+ Nr. 2
Gruppe 12	Nr. 3
Gruppe 13	Nr. 4
Gruppe 14	Nr. 5+6
Gruppe 15	Nr. 7
Gruppe 16	Einleitung+ Nr. 2
Gruppe 17	Nr. 3
Gruppe 18	Nr. 4
Gruppe 19	Nr. 5+6
Gruppe 20	Nr. 7

2. Würden Sie den Forschenden dazu raten, diese Verträge zu unterschreiben?

Beispiel:

Eine Professorin will für eine automatisierte Analyse von einem internationalen Finanzdienstleister Daten bereitgestellt bekommen. Auf ihre Anfrage wird ihr ein Vertragsangebot, das u.a. folgende Klauseln enthält, zugeschickt.

ACADEMIC RESEARCH AGREEMENT

This Academic Research Agreement (the "**Agreement**") is entered into as of date noted below by and between Data Unlimited Ltd. (the "**Data provider**") and the undersigned individual, on behalf of himself and any research assistants individually identified and approved in writing by the data provider (collectively, "**Researcher**"). Data Provider and Researcher (each a "**Party**" to this Agreement) agree as follows:

1. **Background:** Researcher wishes to use the Data provider financial data identified in Exhibit A (the "**DU Content**") to engage in an academic research project ("**Project**").
2. **License:** Data Provider hereby grants to Researcher, for the Term of this Agreement, a non-exclusive, non-transferable, right and license to: (i) receive the DU Content through XML access; (ii) store the DU Content for the duration of the Project; (ii) analyze the DU Content, in conjunction with an application for automated or algorithmic analysis, strictly and exclusively for deriving material for Researcher's planned article/treatise/paper ("**Derived Data**").
3. **Terms of use of DU Content:** Any Paper generated as a result of the Project (a "**Paper**") may be published and made available to academic audiences in the form of conference presentations, web pages, seminars and journal publications, provided that Researcher shall give the Data provider at least 30 days to review the results of any Project prior to publication of any Paper. The Data provider may make reasonable use of such Papers to promote the DU Content. No product derived from a Project, whether tangible or intangible, which utilizes the DU Content may be sold for profit or commercialized in any way without the Data provider's prior written approval.
4. **Restrictions:** Researcher shall not use the DU Content other than for the Project or as expressly permitted herein and shall not reproduce, modify, distribute, transmit, display, perform, publish, transfer, create derivative works from, broadcast or circulate any or all of the DU Content to anyone without the express prior written consent of the Data provider. Researcher shall give the Data provider the opportunity, on at least a quarterly basis, to inspect the use made by Researcher of the DU Content and the results to date of such use, and the security measures Researcher employs to ensure compliance with this Agreement.
5. **Return of Materials:** Upon expiration or termination of this Agreement for any reason, Researcher shall return to the Data provider or destroy the DU Content.

6. Warranties: DU Content is provided on an “as is” basis without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
7. Applicable law and jurisdiction: This Agreement shall be interpreted and construed in accordance with the laws of England and Wales and the Parties submit to the exclusive jurisdiction of the courts in London.