CLARINO Resources: Lisence clearance and clearing ownership

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Outline

CLARINO

CLARIN

- Common Language Research Infrastructure
- A European infrastructure
- an ERIC (European Research Infastructure Consortium) since 2012
- … in which Norway participates since 2013
- … to which Norway contributes through CLARINO (funded by NFR)

CLARIN'S MISSION

The CLARIN vision is based on eight pillars, two of which being:

1. "Legal issues: No other restrictions on the use for research purposes should apply than those following from confidentiality, privacy or ethical considerations. The rights and legitimate interests of data owners should be protected at all times.

http://www.clarin.eu/ > About > Mission

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2. Preservation: It should be possible to feed results of research projects as well as results obtained through application of services on data back into data collections in order for other researchers to use them. (...) "

`http://www.clarin.eu/` > About > Mission

CLARINO

Juridical challenges

Resources should not only be digitalized, catalogued, get structured metadata, be conerted into relevant standard formats, but also…

- ▶ be cleared wrt. ownership and rights
- ▶ get a clear license for the end user

How can CLARINO contribute juridically?

- inform about available standard licenses and agreements
- offer a 'workflow' regarding how to
    - clear ownership and rights
    - develop an adequate user license

How should each institution contribute juridically?

▶ The more indenpendent each institution is, the better.

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- ▶ The more indenpendent each institution is, the better.
- ▶ The institution should exploit their established relation to a third party to (re)negotatie licenses themselves.

Outline
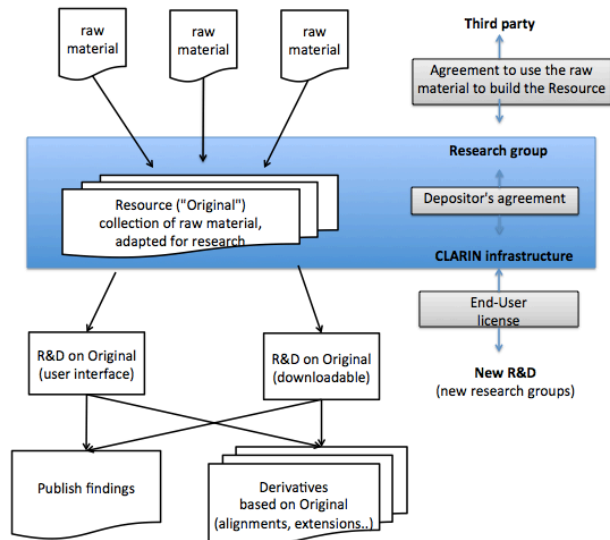
CLARINO

Creating and reusing a resource (1/3)

Typical situation: a resource only cleared for use and reuse with a user interface, derivatives not considered.
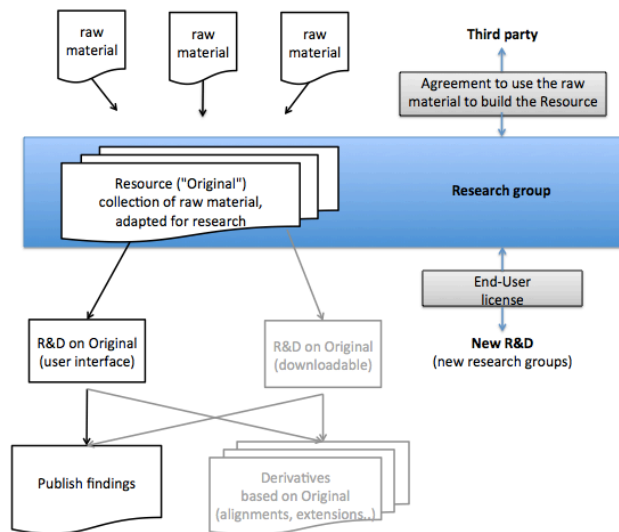
CREATING AND REUSING A RESOURCE (2/3)

The CLARIN vision: facilitate the possibility of creating and sharing derivatives through CLARIN.

CLARINO

Creating and reusing a resource (3/3)

+ReD: standard condition to share derivatives with CLARIN.

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Derivative / No Derivatives

image source:

http://en.wikipedia.org/wiki/Derivative_work
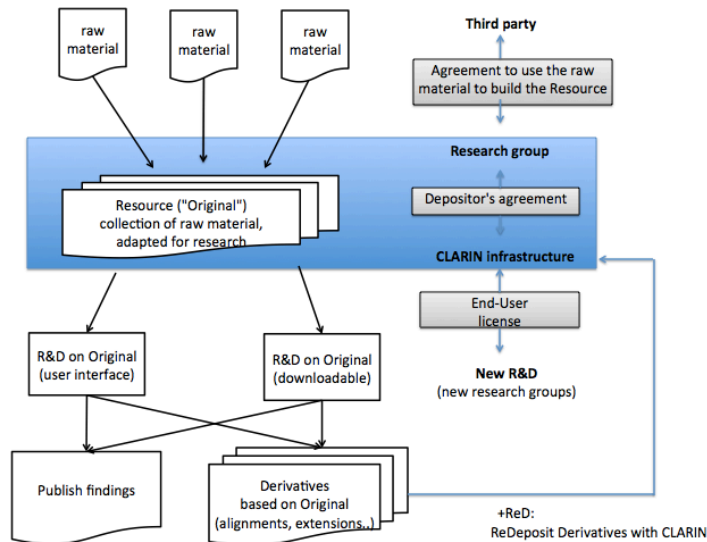
Derivative / No Derivatives (ND)

A derivative is a product that contains a substantial/significant part of a resource.

1. If you cannot distribute a resource, you also cannot distribute its derivative (unless the license specifies otherwise).

2. No Derivatives = even if you may distribute the Original, you cannot give Derivatives to somebody else.

3. In CLARIN: +ReD means you can redeposit a Derivative with CLARIN

image source:

http://en.wikipedia.org/wiki/Derivative_work

CLARINO

Redistribution

- ► No Redistribution (NoRed) = You can make your own copy, you can modify it as you like for your own use, but you cannot give the copy (or your modified version) to anyone else.
- ► In CLARIN: +ReD means you can still redeposit a Derivative with CLARIN, even with NoReD.

Attribution

- ▶ a.k.a. +BY (in Creative Commons)
- ▶ The creator/copyright holder must always be acknowledged. Even if the original work constitutes part of the derivative or the work distributed, the original creator needs to be acknowledged.
- ▶ In CLARIN: Attribution is always part of CLARIN licenses (unless otherwise specified).

CLARINO

SHARE-ALIKE

- ▶ +SA
- ▶ Only relevant if Derivatives are allowed.
- ▶ SA = Derivatives based on the resource must be licensed further with the same license.
- ▶ In CLARIN, it is preferred not to predefine licenses using SA.

CLARINO

+Non-Commercial

- ▶ +NC
- ▶ The use towards commercial benefit is prohibited. Non-academic R&D is still allowed, but no *payment* can be collected.
- ▶ +NC as a standard, optional CLARIN condition: government-funded or non-profit research projects, e.g. projects funded by the Norwegian Research Council, are not regarded as gaining economic benefit even if a portion of the financing is contributed by companies.

+LOC (a standard, optional CLARIN condition

- ▶ LOC: copies of a Resource cannot be brought outside the servers of a trusted centre.
- ▶ Relevant when CLARIN (but not end-users) is given the right to share a Resource copy to trusted CLARIN centres. (e.g. if the end-user only gets access through a user interface via CLARIN, or if the end-user can access the entire resource on the condition that (s)he does not make a copy for use outside the CLARIN centre).

+INF (a standard, optional CLARIN condition)

- INF: If the Resource is used as material for a scientific publication, the Copyright holder is to be informed.

+ReD (a standard, optional CLARIN condition)

- ► ReD: A derived work of the Resource may be redeposited with the CLARIN Service.
- ► The conditions for redepositing will be agreed separately.
- ► ReD does not predefine which license to attach to the Derivative, but the new license cannot be more open that the license of the Original (unless the creator of the Derivative renegotiates with the relevant Original licensors). The new license may, however, be stricter than that of the Original.

  (source: email from Krister Lindén <krister.linden@helsinki.fi>, Date: March 10. 2013)

Outline

CLARINO

CLARIN Main categories/laundry tags (1/2)

There are three main categories for the shared resources and tools in CLARIN:
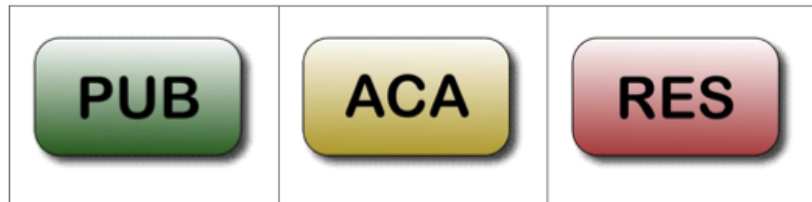
- ▶ PUB(licly) available resources
- ▶ Resources licensed to ACA(demic) use and researchers, the main CLARIN focus area
- ▶ RES(tricted) resources requiring individual authorization

CLARINO

CLARIN Main categories/laundry tags (2/2)

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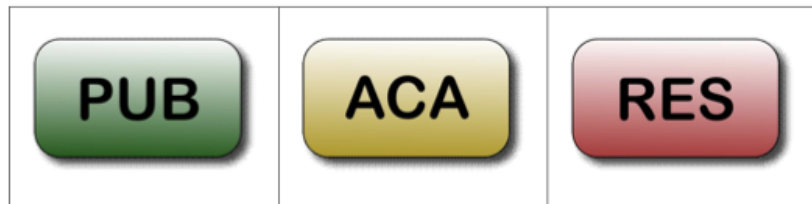
PUB (public)	-authentication	-authorization
ACA (academic)	+authentication	-authorization
RES (restricted)	+authentication	+authorization

Motivation for 'laundry tags'

Understand the basic user terms without reading the full license.
Examples from the LINDAT Repository:

- ▶ Integrated lexicographic platform for Russian: PUB

  https://ufal-point.mff.cuni.cz/xmlui/handle/11858/00-097C-0000-0001-CCCE-E

- ▶ Prague Dependency Treebank 2.0 (PDT 2.0): ACA

  https://ufal-point.mff.cuni.cz/xmlui/handle/11858/00-097C-0000-0001-B098-5

- ▶ Prague Czech-English Dependency Treebank 2.0: RES

  https://ufal-point.mff.cuni.cz/xmlui/handle/11858/00-097C-0000-0015-8DAF-4

CLARINO

Licenses and Depositor's Agreements
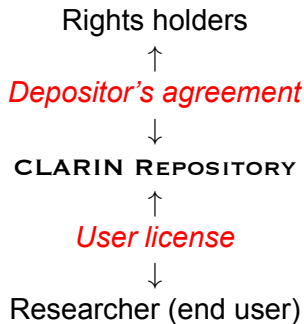
Rights holders

↑

Depositor's agreement

↓

CLARIN Repository

↑

User license

↓

Researcher (end user)

CLARIN MODEL CONTRACTS FOR

DEPOSITION LICENSE AGREEMENT (DELA) = depositor's
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TERMS OF SERVICE (TOS) - Set the grand rules that apply for
any EULA in any category (defining User Identity,
stating research ethics etc).

Outline

CLARINO

Who signs for the Copyright holder in the DELA?

- ▶ Two signing parts in the DELA: the Copyright curator (CLARIN) and the Copyright holder.

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- ▶ Two signing parts in the DELA: the Copyright curator (CLARIN) and the Copyright holder.
- ▶ juridically: CLARIN/CLARINO does not have the juridical responsibility if the the Copyright holder did not hold a copyright or a sufficient license to distribute the Resource with CLARIN.
  (cf. 10.1 *Legal Obligations* in DELA)

CLARINO

Resources financed by NFR (Norwegian Research Council)

- The rights to research results are normally transferred from the employed who created the results to their employer.

"Rettigheter til prosjektresultater skal i utgangspunktet overføres fra de tilsatte som har skapt resultatene, til deres arbeidsgivere. Til forskningsformål bør prosjektresultatene være vederlagsfritt tilgjengelig for alle deltakere i prosjektet. I samarbeidsprosjekter og ved doble tilsettingsforhold skal partene avtale hvordan eiendoms- og utnyttelsesretten skal fordeles og forvaltes. For enkelte søknadstyper kan Forskningsrådet unntaksvis fastsette særlige bestemmelser om eiendoms- og utnyttelsesretten."

Prinsipper for Norges forskningsråds rettighetspolitikk. Vedtatt 2008. (section 2, p. 4)

CLARINO

Some examples from META-NORD and CLARINO (1/5)

- ► Resource 1: Financing from NFR, owned by UiB. For as long as the project lasts, the project manager represents the owner.

- ► "Så lenge prosjektet pågår, er det prosjektlederen for prosjektet som utøver eieransvaret på vegne av universitetet. De generelle vilkårene for forskningsbevilgninger fra NFR slår fast at det etter at prosjektet er avsluttet, skal gis tilgang til materialet for andre forskere." (formal clearance from UiB).

- ► Copyright holder=UiB, person to sign: project leader.

Some examples from META-NORD and CLARINO (2/5)

- ▶ Resource 2: Ph.D. stipendiary funded by CLARA (EU)
- ▶ the CLARA agreement states that the host institution owns the resource.
- ▶ Copyright holder=UiB, person to sign: institute leader.

Some examples from META-NORD and CLARINO (3/5)

- ▶ Resource 3: ph.d. stipendiary funded by UiB, Meltzer and META-NORD (EU).
- ▶ The ph.d. stipendiary was declared to be the owner (Copyright Act, §1), while the META-NORD (EU) contract states that UiB owns META-NORD's contribution.
- ▶ The ph.d. stipendiary transferred the formal ownership to UiB/HF through a separate contract.
- ▶ Copyright holder=UiB/HF, person to sign: Deputy Director General, faculty director at the Faculty of Humanities.

Some examples from META-NORD and CLARINO (4/5)

- ▶ Resource 4: resource financed by UiO and The Language Council of Norway (Norsk Ordbank)
- ▶ shared ownership between UiO and The Language Council of Norway

Some examples from META-NORD and CLARINO (5/5)

- ▶ Resource 5: bilingual dictionary where the ownership was transferred from the Publishing House and back to the research group.
- ▶ A separate agreement defined the current representative of the research group and the future representatives.
- ▶ Copyright holder=Research group, represented by two individuals, and the institute representing this research group in the future.

Outline

CLARINO

From License categories to concrete Licenses

CLARIN templates - can be modified to meet the requirements of the copyright holder.

Generally, it is advisable to use a fixed license, if applicable.

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- ▶ **Creative Commons (CC)** licenses
- ▶ **META-SHARE Commons** - CC-based, restricted to META-SHARE members only (i.e. LT domain)

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  (i.e. LT domain)
- ▶ **META-SHARE No Redistribution** licenses -
  open user group (cf. CC)

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CLARINO

THE CLARIN PUB CATEGORY

- ▶ Licenses that allow the distribution via CLARIN with no limitations on:
    - ▶ who can access and use the tools and resources.
    - ▶ the purpose the tools and resources are used for.
- ▶ Examples:
    - ▶ CLARIN template: CLARIN PUB
    - ▶ Creative Commons, META-SHARE NoReD, other open, standard or non-standard licenses.
    - ▶ (thus, non-standardized user terms for resources in Språkbank may be classified in CLARIN as CLARIN PUB)

CLARINO

THE CLARIN ACA CATEGORY

- ▶ Comprises existing licenses that allow the distribution via CLARIN for:
    - ▶ Academic Users = "a User who fulfils the criteria set by the national identity providers for Academic users and defined by CLARIN ERIC." (cf. TOS)
    - ▶ Academic Use = use by an Academic User

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- ▶ The ACA template (for new licenses) contains the conditions:
    - ▶ Attribution
    - ▶ No redistribution
    - ▶ Optional extra conditions: +ReD, +NC, +LOC, +INF
      (cf. flowchart for CLARIN ACA)
    - ▶ ACA licenses may include non-standard provisions which
   the user is required to accept separately for a specific tool
      or resource.

THE CLARIN RES CATEGORY

- ▶ Comprises existing licenses that allow the distribution via CLARIN for:
  - ▶ Authorized Use = "use by a User who is accessing the CLARIN Services via the identity provided by a national identity provider." (cf. TOS).

CLARINO

THE CLARIN RES CATEGORY

- ▶ Comprises existing licenses that allow the distribution via CLARIN for:
    - ▶ Authorized Use = "use by a User who is accessing the CLARIN Services via the identity provided by a national identity provider." (cf. TOS).

- ▶ The RES template (for new licenses) contains the conditions:
    - ▶ Personal Use (no predefined user group)
    - ▶ Must provide a research plan (authorized by content owner or CLARIN)
    - ▶ No redistribution
    - ▶ Attribution
    - ▶ Optional extra conditions: +PD, +ReD, +NC, +LOC, +INF (cf. flowchart for CLARIN RES)
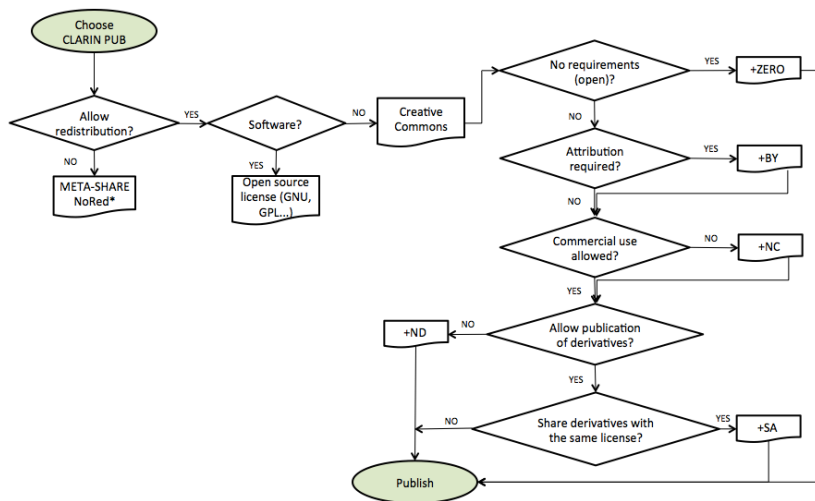   - ▶ Extra conditions may be added.

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Choose a license type
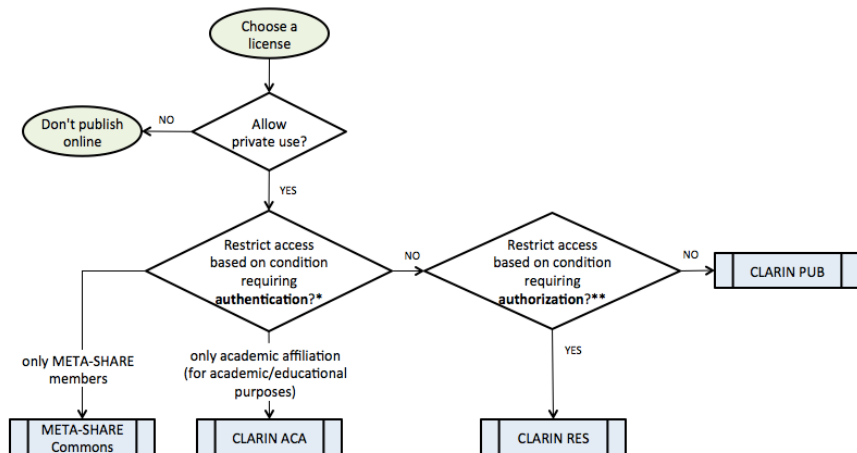
* condition = identity, group membership, …
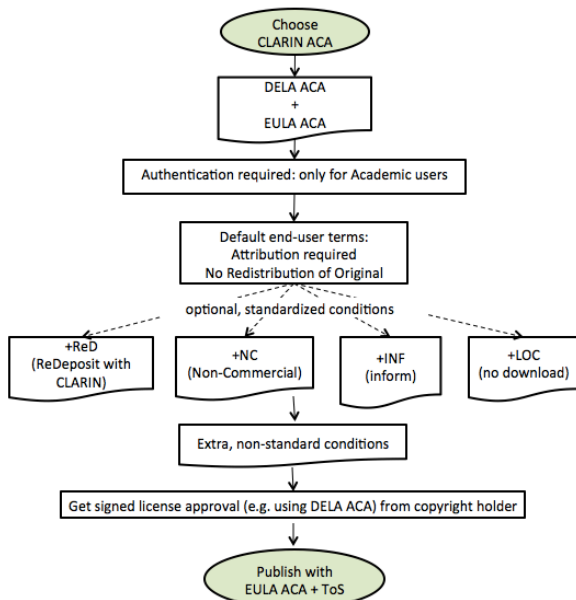** condition = research plan, personal data, license, …
*** META-SHARE Commons, see http://www.meta-net.eu/meta-share/licenses
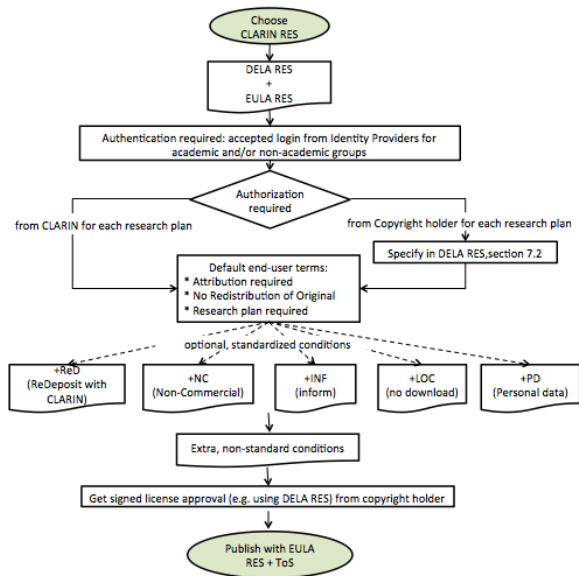
Choose a CLARIN PUB

* META-SHARE NoRed, see http://www.meta-net.eu/meta-share/licenses

Choose CLARIN ACA conditions

Choose CLARIN RES conditions

Outline

CLARINO

References

- Download **CLARIN** templates:

  www.helsinki.fi/finclarin/legal

- Report D7S-2.1: about the **CLARIN** classification scheme (CLARIN-2010-12)

  http://hdl.handle.net/1839/00-DOCS.CLARIN.EU-62

- Milestone M7S-2.3: CLARIN Classification Guide for Deposition Licenses - First comprehensive summary about licensing problems (CLARIN-2010-4)

  www-sk.let.uu.nl/u/M7S-2.3.pdf

- META-SHARE licenses:
  http://www.meta-net.eu/meta-share/licenses

- Prinsipper for Norges forskningsråds rettighetspolitikk. Vedtatt 2008.

  http://www.forskningsradet.no/

CLARINO