

FOUR SIMPLE RULES FOR LICENSING DATA AND MODELS



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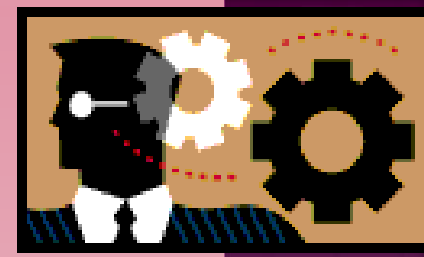
by Williams AJ, et al. (2012) Why Open Drug Discovery
Needs Four Simple Rules for Licensing Data and Models.

PLoS Comput Biol 8(9): e1002706.
doi:10.1371/journal.pcbi.1002706

RULE 1. GATHERING

- 1. Before the initiation of a database-related project, convene a meeting of all of the stakeholders. Try to highlight all of the anticipated outputs of the group and decide if your goals are primarily scientific, commercial, or mixed. If mixed, take a stern look at the actual commercial potential of the project. Invite technology transfer offices to join you—they have greater experience in the realities of commercialization.





RULE 2. TRY OPEN LICENSING

- If your project is scientific by its nature, and lacking a commercial trend, explore the benefits and drawbacks of open licensing. Go through the various definitions and find the most common ground possible, always placing the burden of proof on those who want strict control. This will create less “default enclosure” but allow to avoid increasingly rare situations in which “open” is not appropriate. Attempt to keep up as closely as possible to the admittedly rigorous open definitions and standards, and do not write your own intellectual property licenses—instead, use existing and well deployed ones.



RULE 3. PREPARE SIMPLE SUMMARY

- ◉ Develop simple explanations of your terms of use, and make them easy to find for users. Make sure that your licensing, expectations for attribution, terms of use, and so on are linked in different ways to your data and database. Do not think that your users will carefully read the legal text of your terms and conditions and licenses; instead, create simple summaries with linkages to the detailed text for users to access.
- ◉ Whenever possible, use metadata to indicate the licensing terms explicitly—the Creative Commons Rights Expression Language [2] is a good tool for this.

RULE 4. AVOIDING METADATA INPUT



Don't ever input (lock up) metadata. A significant swath of data (букв. прокошенная полоса, в данном контексте - свод данных) will be incompatible with an open regime, whether it's to protect trade secrets or patient privacy. But the metadata that describes closed data, and how to access closed data, can be almost as valuable. If you can't make the data public domain, make the metadata public domain.



FRANCHISING VS LICENSING

- ◉ A company looking forward to expansion, **franchising** and **licensing** are two business models. In a **franchising model**, the franchisee implies another firm's effective business model and brand name to operate as an independent branch of the company. The **franchiser maintains a considerable degree of control** over the operations and processes used by the franchisee, but also helps with branding and marketing. The franchiser also typically ensures that **branches do not cannibalize** each other's revenues.
- ◉ Under a **licensing model**, a company sells licenses to other (typically smaller) companies to use intellectual property (IP), brand, design or business programs. These **licenses are usually non-exclusive**. It means the licenses can be sold to a range of competing companies serving the same market. So, the licensing company may exercise control over the use of its IP. But it has no right to **control the business operations** of the licensee. Both models require that the franchisee/licensee make payments to the original business that owns the brand or IP. There are laws that govern the franchising model and define what constitutes franchising; some agreements end up being legally viewed as franchising though they were initially drafted as licensing agreements.

SIMILARITIES

FRANCHISING VS LICENSING

	Franchising	Licensing
Royalty payments	Yes	Yes

DIFFERENCES

FRANCHISING VS LICENSING

	Franchising	Licensing
Governed by	Securities law	Contract law
Registration	Required	Not required
Territorial rights	Offered to franchisee	Not offered; licensee can sell similar licenses and products in same area
Support and training	Provided by franchiser	Not provided

THE TOP 5 GLOBAL LICENSORS 2018 BY THE LICENSE GLOBAL

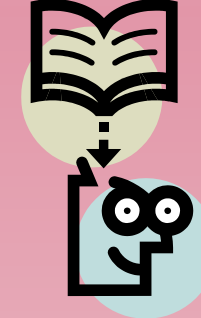
- ◉ The Walt Disney Company - \$53B.
- ◉ Meredith Corporation - \$23.2B.
- ◉ PVH Corp. - \$18B.
- ◉ Universal Brand Development - \$7.3B.
- ◉ Hasbro - \$7.1B.

CONCLUSION

- ◉ We can hence imagine a near future in which many scientists will blog some or all of their research results while data aggregators will in turn consume this content and repackage it for others [3].



LITERATURE



- 1 Williams AJ, Wilbanks J, Ekins S (2012) Why Open Drug Discovery Needs Four Simple Rules for Licensing Data and Models. PLoS Comput Biol 8(9): e1002706. doi:10.1371/journal.pcbi.1002706
- 2 Creative Commons (n.d.) ccREL: Creative Commons rights expression language. <http://www.w3.org/Submission/ccREL/>. Accessed August 2012.
- 3 Ekins S, Clark AM, Williams AJ (2012) Open drug discovery teams: a chemistry mobile app for collaboration. Molecular Informatics. doi:10.1002/minf.201200034.

- ◎ **4 Franchising vs. Licensing**

https://www.diffen.com/difference/Franchising_vs_Licensing

- ◎ **5 Top 150 Global Licensors 2018**

<https://www.prnewswire.com/news-releases/license-global-magazine-reveals-2018-top-150-global-licensors-300628946.html>

- ◎ **6 Top 125 Global Licensors**

<https://www.licenseglobal.com/top-125-global-licensors-0>