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# Introduction

This contribution analyse existing data license schems and retrieve required information.

R01 version includes the following changes:

* Added the definition of licensee and licensor
* Did proofreading
* Added references

### -----------------------Start of change 1-------------------------------------------

# 2 References

The following text block applies.

References are either specific (identified by date of publication and/or edition number or version number) or non‑specific. For specific references,only the cited version applies. For non-specific references, the latest version of the referenced document (including any amendments) applies.

## 2.1 Normative references

*As a Technical Report (TR) is entirely informative it shall not list normative references.*

The following referenced documents are necessary for the application of the present document.

Not applicable.

## 2.2 Informative references

Clause 2.2 shall only contain informative references which are cited in the document itself.

The following referenced documents are not necessary for the application of the present document but they assist the user with regard to a particular subject area.

[i.1] oneM2M Drafting Rules (<http://member.onem2m.org/Static_pages/Others/Rules_Pages/oneM2M-Drafting-Rules-V1_0.doc>)

[i.2] Data Licensing – Tips and Tactics (https://www.corporatecomplianceinsights.com/data-licensing-tips-and-tactics/)

### -----------------------End of change 1-------------------------------------------

### -----------------------Start of change 2-------------------------------------------

# 6 Data License Schemes and Management

## 6.x Information in Data License Schemes

A licensing agreement is a legal contract between two parties, known as the licensee and the licensor. These parties are defined as follows:

* Licensee: is the party that receives a license.
* Licensor: is the party that grants the license.

There is no right answer as to which license scheme to assign to data. Typically the holder of data or dataset selects one of the well-known data license schemes. However, if none of the well-known data license schemes are applicable, then a customized data license scheme can be prepared by the licensor. Most data license schemes are written in a way that contain necessary information to describe how data can be used by licensee. Table 6.x-1 provides information that needs to be considered when selecting a well-known data license scheme or formulating a custom data license scheme.

Table 6.x-1 Information to consider when selecting a license scheme [i]

|  |  |
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| **Information** | **Description** |
| Data ownership | A license agreement should accurately address the ownership of the data. |
| Licensee | The data license scheme should specify who is permited to use the licensed data. |
| Exclusivity | This is required when a licensee requires an exclusive license to the data. In this case, this information grants rights to the data to the licensee, but does not allow use or access by other parties, including the licensor. |
| Sole license | If a licensee does not want the data to be licensed to other 3rd parties, but does allow the licensor to continue to access and use the data, a sole license should be mentioned in the data license. |
| Purpose | In some cases, data is needed to be licensed for a specific purpose and only for that purpose. |
| Location | This information is to specify where the data can be stored, accessed and used. For example, a license for EU citizens’ healthcare data may limit storage, access and use of healthcare data from EU citizens. |
| Privacy and security | Considering strong privacy and security related regulations (e.g., GDPR and PIPA), it is important to address in the terms of the data license that the licensee is obligated to protect the data and the licensee’s potential liability if a data breach occurs. |
| Quality | If licensors want to disclaim any representation or warranty with respect to the completeness, accuracy, timeliness of the licensed data, a licensor needs to specify such intention to the data license. For example, the following disclaimer can be used for a licensor if the licensor is not in the business of licensing the specific type of data:  *“The data is licensed ‘as is’ and ‘as available’ and the licensor does not assume any responsibility for the use of the licensed data”* |
| Rights | It is important for licensees to satisfy through the license agreement that the licensor possesses and is able to grant the licensee all of the rights that the licensee requires to use the data for the anticipated purposes. |
| Termination | Often, data is licensed for a limited subscription term. After the subscription term, licensed data will be returned or destroyed. |

*Editor’s note: Further information will be added to Table 6.x-1.*

### -----------------------End of change 2-------------------------------------------