BBF RFC 60: Open licensing of BioBrick parts

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1. Purpose

   This document provides recommendations for licensing of community-created biological parts, especially in BioBrick standard.

2. Relation to other BBF RFCs

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before publishing Your work.

5. Current situation

Currently licensing of community-created biological parts is very similar to the situation on software scene before General Public License (aka. GNU GPL) was created.

There are many great parts and devices created by the community members and released freely to the community. In addition there is very little awareness of keeping community-developed parts and their derivatives free-as-in-freedom[2], meaning that the work is available free of charge but can also be freely accessed and used by anyone to create new parts that still remain in the Public Domain.

This can lead to the situation when work which was intended to remain in the Public Domain would be patented as a part of some project and the results of this project would not be returned to the community. Moreover this allows the situation in which it's legal to remove original author attribution information from parts containing elements developed by others.

6. Licensing recommendations

We RECOMMEND that all biological parts released to the community SHOULD be licensed in a way that ensures that the original part as well as all other parts using it can be obtained used and modified without any limitations.

We also RECOMMEND that single licensing scheme based on Creative BioCommons licenses (see below), a Creative Commons derivative applied to biological parts, SHOULD be adopted by synthetic biology community.

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References

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