# Novel Models for Licensing of Software, Content and Data



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# **SPEAKERS**



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# **AGENDA**

- 1. TYPES OF ASSETS
  - SW
  - COPYRIGHT OTHER
  - DATA
- 2. LICENSING MODELS
  - BASIC
  - INTERMEDIATE
  - ADVANCED
- 3. EXAMPLES
- 4. Q&A



#### 1. TYPES OF ASSETS

- SOFTWARE
  - Source
  - Object
  - SaaS
  - End Use v Developer
  - Enterprise
  - Open source
  - Sometimes coupled with a patent



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# 1. TYPES OF ASSETS (Cont'd)

- COPYRIGHT OTHER
  - Non SW content
  - · Curriculum or course materials
  - Photographs, images, artwork
  - Questionnaires
  - Specialized Ed-tech, Fin-tech or Health-tech documents



### 1. TYPES OF ASSETS (Cont'd)

- DATA
  - · raw vs copyrighted
  - polished/annotated
  - EHRs, medical or patient data (structured/unstructured/multimodal)
  - identifiable/de-identifiable
  - compilations/database
  - · locally sourced v publicly aggregated
  - · IRB compliant, releases and permissions
  - Regulatory body compliant (HIPAA, GDPR)
  - Medical images (annotated/copyrightable vs raw/public domain)



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#### 2. LICENSING MODELS (BASIC)

- END USER SOFTWARE LICENSES
  - Simple
  - Grant is to use; Often no rights to create or own derivatives
  - · Includes short term trial or tests to try out the code
  - Often fee-based (upfront or annual)
  - Variable terms (1yr, 5 yr, 10 yr, etc.)
- OPEN SOURCE LICENSES
  - Vet for 3<sup>rd</sup> Party code issues
  - · Vet for funding/sponsorship obligations



# 2. LICENSING MODELS (BASIC Cont'd)

- EQUITY ONLY SOFTWARE LICENSES
  - Meant to streamline negotiations with CS faculty and SW researchers
  - Often for early stage research grade SW assets only
  - Financial provisions limited to a small amount of equity (1 5 %)
  - Can include antidilution protection language
- DATA USE AGREEMENTS
  - · Straightforward data use contracts
  - Grants can be tied to different types of data (restricted v unrestricted)
  - Clear title of data (provenance) is a requirement
  - Sharing/distributing royalties may be subject to custom data policy



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### 2. LICENSING MODELS (INTERMEDIATE)

- SaaS SOFTWARE LICENSES.
  - Is the university hosting the server? Should it be?
  - Are there subscribers? Who owns subscriber data? Check the ToS
  - Monetization models can be tricky
- DEVELOPER or ENTERPRISE LEVEL SW LICENSES
  - Most comprehensive license template
  - Often grants rights to use, copy, create derivatives and distribute program and derivatives
  - Wide range of financial provisions (cash, running royalties)



# 2. LICENSING MODELS (ADVANCED)

- PATENT and SOFTWARE LICENSE
  - Can be separated out into two licenses
  - Different grant of rights for the two IPs; different terms of expiration
  - · Careful attention to defining sublicense and sublicensee
  - Flexible range of financial provisions (cash, royalty, sublicense income, equity, etc.)
    - Consider a royalty step down for patent expiration
  - · Exclusive v Nonexclusive for software v patents; or all together



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## LICENSING MODELS (ADVANCED)

- THIRD PARTY SERVICES AGREEMENT
  - Universities generally restricted from providing services.
  - License on SW to provide services between university and dev shop.
  - Licensee receives SW from university and services from dev shop.
  - Win-Win for both university and dev shop.
  - Royalty on services revenue from dev shop.
  - License on SM to provide services on open source software?



# LICENSING MODELS (ADVANCED)

- JOINT COPYRIGHT AGREEMENT
  - · For SW and content only.
  - Agreement on collaboration between university and company.
  - Copyrights in software code or content are jointly owned.
  - · All commercial rights are consolidated with company.
  - University only retains limited academic and research rights.



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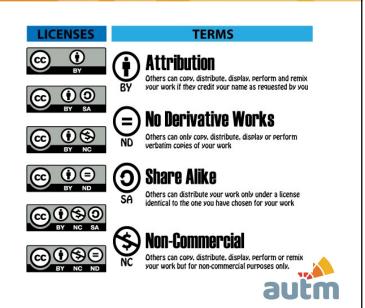
#### LICENSING CLINICAL DATA

- Non-Exclusive
- Deidentified data vs PHI (limited data set)
- · Field of use.
- Term.
- Territory
- Sublicensing rights restrictions.
- Derivative rights on copyrightable data and database.



#### **DUAL LICENSING DATA**

- Creative Commons (CC) Non-Commercial Licenses to release data for academic research
- CC licenses can be used with Database (Al Training Data) and Copyrightable Data (Annotated Medical Images)
- CC-BY-NC vs CC-BY-NC-SA vs CC-BY-NC-ND



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#### 3. EXAMPLES

- END USER SOFTWARE LICENSES.
  - Numerical Solvers (Fourier Transforms; Turbines & Airfoil Analyses)
  - Non exclusive, Commercial licenses
  - One Time Fee
  - Standalone license; (FFTW can be incorporated into other sw)
- HYBRID SW LICENSES (OSS and COMMERCIAL PROPIETARTY)
  - Use OSS (copyleft) for academic and non commercial\* use/users
  - Use proprietary license for commercial users not wanting to be bound by copyleft terms and conditions

# 3. EXAMPLES (Cont'd)

- THIRD PARTY SERVICE AGREEMENTS
  - HealthTech Companies
  - EdTech Companies
  - Software Startups
- DATA LICENSE
  - · Structured and Unstructured EHR data
  - DICOM images
  - · Histological and Genomic Data
  - PHI



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#### 4. Q & A

# **QUESTIONS?**

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