

Novel Models for Licensing of Software, Content and Data

Daniel Dardani, CLP, Duke University
Dinesh Divakaran, PhD, Owkin
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SPEAKERS



Dinesh



Daniel



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AGENDA

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



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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



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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 3rd Party code issues
 - Vet for funding/sponsorship obligations



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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)



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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?



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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.



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DUAL LICENSING DATA

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

LICENSES	TERMS
	 Attribution Others can copy, distribute, display, perform and remix your work if they credit your name as requested by you
	 No Derivative Works Others can only copy, distribute, display or perform verbatim copies of your work
	 Share Alike Others can distribute your work only under a license identical to the one you have chosen for your work
	 Non-Commercial Others can copy, distribute, display, perform or remix your work but for non-commercial purposes only.
	



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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 PROPRIETARY)
 - 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



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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?

Daniel.Dardani@duke.edu
Dinesh.Divakaran@owkin.com



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