

# Spot Public Comment Orientation

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## About this comment period

Suffolk Legal Innovation and Technology Lab is seeking public comment on a trust-based governance structure for the Spot API. This comment period will be open through August 8<sup>th</sup> 2021 and inform edits to the draft documents presented here to help provide context and answer frequently asked questions. You can make your comments by filling out this webform: <https://forms.gle/HXMCi9bZBF25WAQZ6>

As an AI-powered issue spotter, Spot's performance relies on the creators of tools using Spot sharing data with us, we want to do everything we can to earn and maintain their trust. Most importantly, we want these creators to be able to trust that data they share will be used in a manner that doesn't end up adversely affecting its authors. We've been working on approaches to ensure that trust, and we want to share some of our work with you.

The open-source movement has proven the potential impact of broadly shared no-cost software including its ability to foster innovation and collaboration. A limitation of traditional software licensing, including open-source, however, is that it creates duties only between parties to the license (e.g., the software author and those using it to deliver some service). Machine learning tools such as Spot derive much of their value from community involvement, namely the contribution of data, while impacting these same communities as part of their use. This role suggests such communities should have a seat at the table.

Consequently, we are exploring using a trust structure to mediate Spot's usage and create enforceable responsibilities to this broader community. To this end, we are seeking comment and feedback from current and prospective Spot community members around what they feel constitutes responsible use of Spot.

This document has the necessary background to get you up to speed: it includes a description of Spot, a draft of our click-trust, and a companion FAQ. Don't worry—we aren't asking you to weigh in on questions of trust law. Rather, we'd like to hear from you about the *purpose* we've set out for Spot, the *beneficiaries* that we think Spot is built for, and the *responsibilities* that a trustee/API user will agree to uphold as a condition for using Spot.

## What is Spot?

Spot is an issue spotter. Give Spot a non-lawyer's description of a situation, and it returns a list of likely issues from [LIST](#) (formerly the National Subject Matter Index, Version 2). LIST provides the legal aid community with a standard nomenclature for talking about client needs. It includes issues like eviction, foreclosure, bankruptcy, and child support. Spot is provided as a service over an [API](#). Mostly, this means it's built for use by computer programs, not people. Coders can build things (like websites) on top of the API. The hope is that by automating part of issue identification, developers will use Spot to help people in need of legal assistance better access available resources. See [Pew Grant Will Take 'Learned Hands' Project from Prototype to Production, to Help ID Consumers' Legal Issues](#).

If you are interested in taking Spot for a test drive, you may do so [here](#). Additionally, there you will find links to other sites and tools making use of Spot.

Who is behind Spot, and who can use it?

Spot is funded by foundational support and run by Suffolk University Law School's [Legal Innovation and Technology \(LIT\) Lab](#). We are a non-profit, and *Spot's aim is providing AI-powered issue spotting to promote access to justice*. Currently, Spot is free to use for non-profits and government, but this convening is our attempt to better tailor who can use Spot.

Where does Spot get its data?

Spot builds upon data from the [Learned Hands](#) online game, a partnership between the LIT Lab and Stanford's [Legal Design Lab](#). Learned Hands aims to crowdsource the labeling of laypeople's legal questions for the training of machine learning (ML) classifiers/issue spotters. Currently, this labeling is limited to publicly available historic questions from the r/legaladvice forum on Reddit. See [Stanford and Suffolk Create Game to Help Drive Access to Justice](#). You can find copies of this data and learn more about how it is compiled on our [data page](#).

In addition to the data labeled by Learned Hands, users of the API (those building tools with it) have the option to let Spot forget or remember the content of text shared with it. If Spot is given permission to remember a text, we may use it to improve the issue spotter by having humans perform their own issue spotting and using their insights to retrain the issue spotter.

## Draft Trust Document

### Spot “click-trust” [ID Number]

(We intend to generate new trust documents for each API licensee.)

1. **Trust creation.** The Settlor, Suffolk University LIT Lab (“LIT Lab” or “Settlor”) intends for this document (the “Trust Agreement”) to create a valid revocable trust, legal under the laws of the commonwealth of Massachusetts, and under the laws of any state in which any trust created under this agreement is administered. The terms of this trust agreement shall prevail over any provision of Massachusetts or other state law, except those provisions that are mandatory and may not be waived. The initial trust created under this Trust Agreement shall be known as “Spot click-trust [ID Number]” (hereinafter the “Trust”).

By clicking “I accept”, LIT Lab hereby establishes the Trust, assigns the property described in this Trust Agreement to the Trust, and appoints you to be a trustee of the Trust. You hereby acknowledge receipt of the Trust property, consent to hold in trust such property and any additional property as may be added to the Trust pursuant to this Trust Agreement. You agree to use the trust property in accordance with the interests of the beneficiaries, the responsibilities laid out in this trust document, and the mission of the Suffolk LIT Lab.

2. **Trust property.** The settlor hereby assigns the following property (Property) to the trust:
  - a. A single text-string key (“API Key”) and single-user access rights (“API Access Rights”) to the Spot application programming interface (“Spot API”) associated with the API Key. Use of the Spot API is also subject to the Spot API Terms of Service, which may change from time to time. If there is a conflict between the Terms of Service and this trust document, the terms of this trust shall prevail.
  - b. Any response objects that the Spot API returns in response to requests made using the API Key shall be added to the trust and considered trust Property.
3. **Adding trust property.** The Settlor may assign new property to the trust by executing a restatement or amendment of this trust agreement, by updating the access rights for the API key, or by any other means permitted by law. The terms of this agreement extend to derivatives and models you may generate or create that directly use Property, including statistical, software, or mathematical models trained with Property.
4. **Beneficiaries.** The trust beneficiaries include:
  - a. Suffolk University, Suffolk Law School, the LIT Lab and their successors and assigns;

- b. Individual members of the legal aid and access to justice community whose work may be advanced by your use of the Property and your contributions to improving Spot;
  - c. Individual members of the general public who may benefit from improved legal information or advice or improved access to legal help as a result of your use of the Property and your contributions to improving Spot;
- 5. **Purpose.** The purpose of this trust is to make issue-spotting tools available to organizations and government agencies working to promote access to justice.

## 6. Responsibilities of the trustee

As trustee, you will use the Property to support the trust purpose. Your responsibilities include, but are not limited to:

- a. **Facilitate legal services or legal research.** You may use the Property to facilitate delivery of legal information, advice, and referral services, or to conduct non-commercial research. These services [or research outputs and derivatives] are not considered derivatives of Trust Property.
- b. **Recontribution.** If end users consent, and where otherwise possible and ethical, you will contribute data on the use of the Property back to Spot/Suffolk, so Spot can be improved.
- c. **Transparency.** You will be transparent to end users about how Spot is used.
- d. **No screening/risk scores.** You will not use the Property for risk scoring, or to screen users for any relationship or service other than legal or social services. For example, you may not use Spot to screen users for housing or employment purposes. You will not use the Property to surveil a third party, such as social media scanning, or for any purpose other than delivery of legal and social services to a user.
- e. **No derivative models.** You will not use the Property to develop any derivative or proprietary model, or seek any intellectual property protections on the use of the Property. You will not resell access to the API.
- f. **No reverse engineering.** You will not reverse-engineer the Property or the underlying model.

## 7. Miscellaneous; No Warranties

- a. **Termination.** This Trust shall terminate upon the election of the Settlor or fifty (50) years after the formation date.
- b. **Amendment.** The Settlor has the power from time to time, by duly acknowledged, written instrument, to alter, amend, modify, restate, revoke, or terminate any of the provisions of this Trust Agreement.
- c. **Severability.** If any clause or term of this Trust Agreement is held to be unenforceable or invalid as a matter of law, all other provisions of this Trust Agreement shall remain in effect to the fullest extent permissible under the governing law of this Trust Agreement.
- d. **Counterparts.** This Trust Agreement may be executed in multiple counterpart originals, and the counterparts shall all constitute a single, original instrument.

- e. **No Warranties.** LIT Lab makes no representations and extends no warranties of any kind regarding the Property.

## Draft FAQ

*This FAQ is intended to help users of the Spot API understand how the click-trust works, and how it differs from a regular license agreement.*

### **How does the Spot API Trust differ from a regular API License agreement?**

A license agreement is a contract between two parties. Parties in a contract owe duties to one another, and no more.

A trust is different. A trustee has a duty to manage property to benefit a trust's beneficiaries, which could include the public or other groups.

Under the Spot trusts, a user of the Spot API accepts a duty to benefit the public and the Spot community by:

1. Using Spot to facilitate the delivery of legal and social information, advice, and referral services;
2. Where possible, contributing data back to Spot so Spot can be improved;
3. Agreeing not to use Spot to develop proprietary models or to seek proprietary IP; and
4. Agreeing not to use Spot to surveil or screen users for non-legal services.

### **Why use a trust instead of a license?**

We want to build and preserve a community around Spot, and foster a sense of shared ownership over Spot. We hope that a trust structure will help achieve this, and signal to potential community members that Spot is safe to use and contribute to.

We also realize that API Terms of Use are often left unread, and we hope that a trust structure will draw more attention to our goals.

### **What does it mean to be a trustee?**

Being a trustee creates a legal duty to use the Spot API to support our public mission of improving access to legal services. [We could talk about remedies here.]

### **Who are beneficiaries?**

Beneficiaries are people or groups who should benefit from Spot and the trust. Our trust's beneficiaries include the Spot community and the general public, in keeping with Spot's mission to improve access to legal services.

### What should I tell my users about Spot?

We know every use case is different. In general, we encourage you to explain to your users what Spot is, how we handle data, and how it works. If you are allowing us to use data to improve Spot, you should also explain that to your users (and where possible, give them the option to opt in or out).

Developers are encouraged to consider their use case carefully when deciding how to incorporate end user input regarding the remembering of texts. For most cases it will be prudent to have the end user either opt in or opt out (2 below). Given the benefit that accrues to all users when data is shared, an opt out, as opposed to opt in, is encouraged for most use cases.

Below you will find several options for sharing information with Spot along with links to model explanations for your users. These behaviors are controlled by the value you pass through the *save-text* parameter. See [documentation](#). The more sensitive the information involved in your use case, the further down the list you should go. Please read the descriptions below to determine what is best for your agency:

1. **Remember all query data by hard coding the *save-text* parameter as 1.** If your agency deploys this version of Spot you are helping the legal community by allowing Spot to keep the text of queries so that it can learn to be faster and more accurate. This choice allows you to send data on subsequent user actions that indicate whether Spot's recommendations were correct. See the [actions](#) endpoint. It also allows our team to review and label queries even if no subsequent data is sent. For an example of such an implementation visit the [MA Legal Resource Finder](#).

If you choose this option and are actively collecting data from users, as opposed to using Spot on historic data, you should make this dataflow clear to your users as part of that process. Feel free to link to, or adapt, this model page to provide them with an overview of the dataflow: [Always remember](#).

2. **Set the *save-text* parameter based on end-user interaction (i.e., let your users decide).** This use case is most appropriate if you are actively collecting data and have end-users, as opposed to using Spot on historic data. It allows end-users to individually decide if they will let Spot keep the text of their questions. When end-users enter text for Spot you present them with the option to share information with Spot. For an example of such an implementation visit [Court Forms Online](#).

You can still send data on subsequent user actions to indicate whether Spot's recommendations were correct, but this will only be associated with the text of a user's query if they have opted to have us save that information.

If you choose this option and are actively collecting data from users, as opposed to using Spot on historic data, you should make this dataflow clear to your users as part of that process. Feel free to link to, or adapt, this model page to provide them with an overview of the dataflow: [User-Driven](#).

3. **Forget all query data by hard coding the *save-text* parameter as 0.** You may use Spot even if you do not contribute data to make it better. This use case envisions using Spot on sensitive data that you do not wish to persist on our servers.

If you choose this option and are actively collecting data from users, as opposed to using Spot on historic data, you should make this dataflow clear to your users as part of that process. Feel free to link to, or adapt, this model page to provide them with an overview of the dataflow: [Always forget](#).

### **I want to share my API access with someone else. How can I do that?**

Anyone using the API needs to sign the trust document. You're ultimately responsible for use of the API that happens under your key.

### **Can I develop proprietary models based on the API?**

No.

### **Can I stop being a trustee?**

Yes. You'll need to stop using the API, delete any response data covered under the Spot trust agreement, and contact us to revoke your API key. Even if you stop using the API, you still have responsibilities as a trustee, so long as you're holding data that Spot has returned.

### **How do I report misuse?**

[Email us at [litlab@suffolk.edu](mailto:litlab@suffolk.edu)]

[Credit to SGC]