

MSBA 5507.1 Ethics, Risk Management and Data Security

Intellectual Property

July 31, 2023



Donaldson v Becket (1774))

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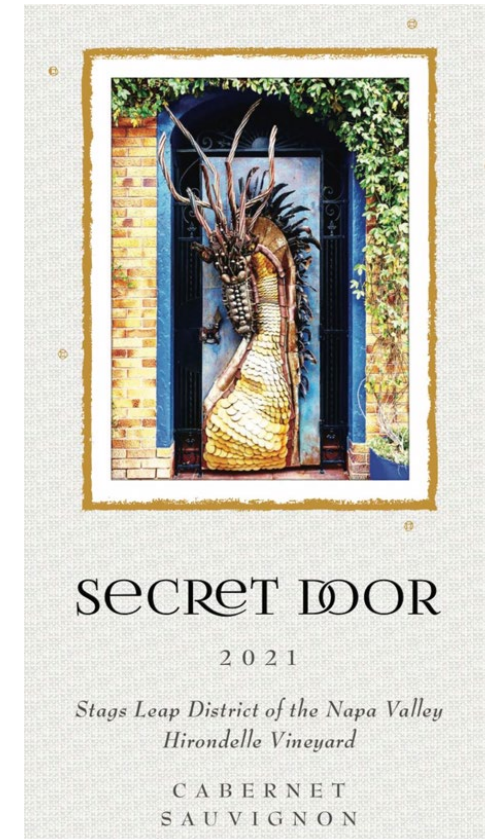
Office hours: Wed 1-3 pm by appointment

7/31/2023

MSBA 5507.1

Intellectual Property

Why are we talking about intellectual property, licensing, terms of use, data acquisition?

Discussion

TOPIC

DESCRIPTION/SOURCES

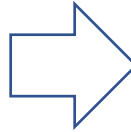
Intellectual Property

Andreas Stoffelbauer, *Intellectual Property Rights for Data Scientists*, Towards Data Science (September 9, 2020)

Creative Expression

Copyrights

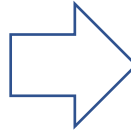
- Author of an original work (tangible medium)
- Expression (not idea)
- Sufficiently creative



- Can copyright the literal expression of code, but not the idea
- Data that simply represents facts cannot be copyrighted
- Might copyright a database (the creative way data is combined, but typically not its factual content)

Trademarks

- A sign that distinguishes



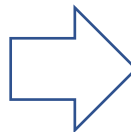
- Not applicable to data or code

Discussion

Ideas & Inventions

Patents

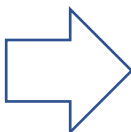
- Requires application
- Protects inventions, machines, processes
- Cannot patent facts, abstract ideas



- Can patent code (if new idea or invention), but must disclose source code (leads to reverse engineering)
- Algorithms (mathematical methods) are typically difficult to patent (must be broken down into steps and procedures that mechanize a process)

Trade Secrets

- Proprietary info not made public



- Keep data, algorithms and code secret
- Must take reasonable measures

TOPIC	DESCRIPTION/SOURCES
<p><u>Protecting IP</u></p>	<p>Stacy Collett, <i>How to protect algorithms as intellectual property</i>, CSO (July 13, 2020)</p> <p>Andrew MacArthur, <i>IP for AI: How Companies Can Protect Artificial Intelligence Tech</i>, Law360 (February 8, 2018)</p>
<p><u>Discussion</u></p>	<ul style="list-style-type: none"> • Primarily trade secrets (difficulty/limitations of patents) • What are reasonable measures (controls) to keep something secret? <ul style="list-style-type: none"> • Importance of identification and prioritization • Policies and training • Confidentiality agreements • Zero trust approach <ul style="list-style-type: none"> • Restricting access (MFA) • Need to know • Logging/monitoring • Proof of ownership <ul style="list-style-type: none"> • Markings • Embedding • Disclosure (Williams v Detroit)/Redaction • Licensing <div data-bbox="1801 549 2364 1029"> <p>Sidebar</p> <ul style="list-style-type: none"> • Using algorithms offensively to protect IP • Using machinable copyrights/terms of use to help protect information publicly exposed </div>

TOPIC	DESCRIPTION/SOURCES
<u>Commercial licensing/terms of use</u>	Daniel Masur, <i>Data Licensing – Tips and Tactics</i> , Corporate Compliance Insights (June 23, 2020)
<u>Discussion</u>	<p>Key considerations – data license agreements</p> <ul style="list-style-type: none"> • Does the entity have the right to license the data? • What is the manner, frequency, format and mechanism of delivery? • Who can use the data and on what devices? • Can it be used for commercial purposes? • Where can it be used? • What are the disclaimers or warranties? • What is the term of the license

Open Source/Licensing

Andreas Stoffelbauer, *Intellectual Property Rights for Data Scientists*, Towards Data Science (September 9, 2020)

Discussion

- Describes code that is “created free of proprietary rights” and “royalty restrictions”*
- Basic types
 - Public domain (copyright expires)
 - Public Domain Equivalent Licenses (waiver of rights)
 - Permissive Software Licensing (use but attribute)
 - Right to revoke with respect to future versions
 - Copyleft Licensing
 - Any derivative work must have the same terms

Open Source Attributes*

- Free redistribution
- Source code
- Derived works
- Integrity of source code
- No discrimination (persons or fields)
- Distribution
- Not specific to a product
- Cannot restrict other software
- Must be technology neutral

*Open Source Initiative: opensource.org

* Richard Stim, **Patent, Copyright & Trademarks**, Nolo Press, 16th Ed. (2020)

TOPIC	DESCRIPTION/SOURCES
<u>Open Source/Licensing</u>	<p>Andreas Stoffelbauer, <i>Intellectual Property Rights for Data Scientists</i>, Towards Data Science (September 9, 2020)</p> <hr/> <p>Permissive License – Creative Commons Zero License</p>
<u>Discussion</u>	<p>No Copyright</p> <p>The person who associated a work with this deed has dedicated the work to the public domain by waiving all of his or her rights to the work worldwide under copyright law, including all related and neighboring rights, to the extent allowed by law. You can copy modify, distribute and perform the work, even for commercial purposes, all without asking permission.</p>

* Richard Stim, **Patent, Copyright & Trademarks**, Nolo Press, 16th Ed. (2020)

TOPIC	DESCRIPTION/SOURCES
<u>Open Source/Licensing</u>	Andreas Stoffelbauer, <i>Intellectual Property Rights for Data Scientists</i> , Towards Data Science (September 9, 2020)

Public Domain License - Basic MIT License

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Discussion

* Richard Stim, **Patent, Copyright & Trademarks**, Nolo Press, 16th Ed. (2020)

TOPIC	DESCRIPTION/SOURCES
<u>Open Source/Licensing</u>	<p>Andreas Stoffelbauer, <i>Intellectual Property Rights for Data Scientists</i>, Towards Data Science (September 9, 2020)</p>
<u>Discussion</u>	<p>Copyright – GNU GENERAL PUBLIC LICENSE</p> <p>GNU GENERAL PUBLIC LICENSE</p> <p>...</p> <p>1. You may copy and distribute verbatim copies of the Program's source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice and disclaimer of warranty</p> <p>...</p> <p>2. You may modify your copy or copies of the Program or any portion of it, and copy and distribute such modifications under the terms of Paragraph 1 above, provided that you also do the following:</p> <p>...</p> <p>b) cause the whole of any work that you distribute or publish, that in whole or in part contains the Program or any part thereof, either with or without modifications, to be licensed at no charge to all third parties under the terms of this General Public License . . .</p>

* Richard Stim, **Patent, Copyright & Trademarks**, Nolo Press, 16th Ed. (2020)

Terms of Use

Chatbots and Machine Readable

User: Hi!

Chatbot: Hello! I'm the Terms of Use bot. To proceed, please type "Terms."

User: Terms

Chatbot: Great! Here are our Terms of Use:

1. Introduction: Welcome to our website! By accessing and using this website...
2. User Conduct: You agree not to engage in any conduct that violates...
3. Intellectual Property: All content on this website, including text, graphics, logos...

... (and so on, displaying all the sections)

Chatbot: For more details, you can visit our Terms of Use page at [link]. Please review and accept the terms to continue using our website. Let me know if you have any questions!

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  "effective_date": "2023-07-31",
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  "content": [
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      "text": "Welcome to our website! By accessing and using this website."
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    },
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      "text": "All content on this website, including text, graphics, logos"
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      "text": "Our website may contain links to third-party websites..."
    },
    {
      "section": "Disclaimer",
      "text": "The information provided on this website is for general..."
    },
    {
      "section": "Governing Law",
```

TOPIC	DESCRIPTION/SOURCES
<u>Data acquisition</u>	<p><i>hiQ Labs, Inc. v. LinkedIn Corp</i>, 938 F.3d 985 (9th Cir. 2019)</p> <p>Rita Heimes, <i>Data Scraping and the implications of the latest LinkedIn-hiQ court ruling</i>, IAPP (September 20, 2019)</p>
<u>Discussion</u>	<div data-bbox="440 554 1472 939"> <ol style="list-style-type: none"> 1. What are your privacy expectations on a site like LinkedIn? 2. Who should own the personal data on a site like LinkedIn? 3. What is unauthorized access? 4. What limits should there be on data collection on the internet/social media sites </div> <div data-bbox="1620 386 2372 694"> <p>Computer Fraud and Abuse Act</p> <ul style="list-style-type: none"> • Intentionally accesses • Without authorization or exceeds authorized access • Obtains information </div> <div data-bbox="1620 732 2372 1158"> <p>Three basic types of data*</p> <ul style="list-style-type: none"> • Open to the public and permission is not required • Permission is given and authorization is required • Authorization is required but has not been given </div>

* *hiQ Labs, Inc. v. LinkedIn Corp*, pp 29-30