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Rethinking Licensing for an AI World

New tools, new models, and new assets

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WHERE WE START

Before — the (too much legal) deal.

Legal time cost more than the license income. So you said no - or you buried it in a general license and hoped.

WHERE WE'RE GOING

After — the (just enough legal) deal.

Legal draws the lines once. The AI issues the routine license inside them. People handle the exceptions.

THE CENTRAL IDEA

AI changes licensing in three connected ways

1

What we license

New assets: from a patent to a bundle of data, weights, know -how and people.

2

How we structure the deal

New models: a relationship that keeps changing, and payment that follows value.

3

How we find and negotiate

New tools: AI that finds licensees, prepares the negotiation, and issues the routine license.

Plus what **can** we promise?

YOUR SPEAKER

Scientist, patent agent, builder



Scientist, then patent agent

PhD pharmacology, Human Genome Project programmer, US Registered Patent Agent since 1996, on three continents.

Builder

Founder and CEO of RocketSmart AI: AI tools for technology transfer, including the licensing sandbox in today’s demo.

Governance

ForHumanity Fellow in AI governance; UL Standards committee for AI -based products; author, The AI Process Playbook for Business.

PART ONE · NEW ASSETS

01

What exactly are we licensing?

If you license an AI-enabled technology, what does your licensee need to make it work?

01 · NEW ASSETS

From a patent to an AI asset bundle

- Patents and software
- Training and validation datasets
- Model weights and fine-tuned versions
- Evaluation methods and benchmarks
- Confidential implementation know-how
- Researchers, updates and support

Six things the licensee needs to make it work. Only one of them is a patent.

What they want, and what lets you control it

Asset	What the licensee wants	What lets you control its use
Patent	To practise the invention	The patent right
Software	Code they can run and adapt	Copyright, plus the license terms
Dataset	Clean, labelled, documented data	Contract and confidentiality; database rights in some places
Model weights	A model that works today	Contract and trade secret; copyright status is unsettled
Know-how	Shortcuts that took years to learn	Trade secret and confidentiality
People and updates	A working relationship	A support or services agreement

01 · NEW ASSETS

The hidden value: research data and know-how

1. What exists beyond the published paper and the patent?
2. What would take a licensee the longest to recreate?
3. What documentation makes the research reproducible?
4. Which third -party permissions or restrictions must be checked before we offer access?

01 · NEW ASSETS

Separate permissions for 5 separate AI uses

1. Train a new model
2. Fine-tune an existing model
3. Retrieve and ground
4. Run inference through an API
5. Redistribute, or embed in a product

What activities are we authorizing, for whom, and with what downstream rights?

PART TWO · NEW MODELS

02

How should the deal work?

What happens when the licensed technology changes every month?

02 · NEW MODELS

From a static handover to an evolving relationship

Version and updates

Which model version is covered? Are updates included, or priced separately?

Improvements and performance

Who may use improvements and fine-tuned versions? What happens when performance changes?

After termination

What continues: the weights, the data, the fine-tuned model, the support?

A license that doesn’t end at signature

1. The licensee gets something that keeps improving
2. You get a partner, and a place in their process
3. Joint-venture advantages without the joint venture - on their premises

The relationship is the asset. The license is how you keep it alive.

02 · NEW MODELS

Many small licenses. One licensee who stays.

License the pieces

The method, the module, the dataset, the know -how around the core technology. Each one on its own.

Each one cheap and live

Issued in minutes, not months. Kept current by the researchers who built it.

Leaving costs the stream

Two years in, they hold a dozen live licenses and everything they built on them.

What should the licensee pay for?

Pay once

An upfront fee for a defined transfer. Milestone payments as development progresses.

Pay to access

Subscription or API access to a maintained model. Usage -based charges where use can be metered.

Pay on results

Revenue share. Or a hybrid: access, support and commercial -use rights, each priced.

Which payment basis corresponds to value - and can actually be measured?

Exclusive, but bounded

Bound the exclusivity by	For example
Field of use	Veterinary diagnostics only; human use stays open
Territory	Brazil and Mercosur; Europe stays open
Dataset or model version	Version 2 and its data; version 3 is a new conversation
Deployment setting	On-premises hospital use; cloud offerings stay open
Time and milestones	Three years, kept only if the first product ships

One university technology, several applications. Exclusive to whom, for what, and for how long?

PART THREE · NEW TOOLS

03

How can AI support licensing work?

Which parts of licensing are judgment, and which parts are just work?

From invention disclosure to a shortlist of licensees

1. Extract the technical problem and the advantage
2. Generate plausible applications
3. Identify candidate companies and products
4. Gather evidence of technical and commercial fit
5. Ranked shortlist, for human review

A proposed application is not a verified market opportunity. The AI generates; a person verifies.

From contract summary to negotiation preparation

1. Extract the term sheet into a structured table
2. Flag undefined terms and missing information
3. Compare two proposed positions, side by side
4. Generate questions for the negotiating team
5. Draft alternatives, for human review

A bounded assistant

It prepares. You negotiate. Every suggestion carries its source, and nothing it writes is a decision.

03 · NEW TOOLS

The click-through license, and its replacement

The click-through license

Terms on a web page. Accept. Done.

The same terms for everyone.

So the one deal that needed a change got the same terms as everyone else.

Rules you write. A license it issues.

Policy by licensee type: individual, startup, nonprofit, enterprise.

Strict or permissive. Your choice.

Exceptions come back to you, with the reason attached.

03 · NEW TOOLS

Rights and provenance travel with the license

Origin and contributors

Where the asset came from, and who contributed to it.

Permissions and uses

What permissions were obtained, and which uses are authorized.

Downstream restrictions

What has to follow the asset when it moves on.

In the sandbox, every license carries its decision trail: the rule, the policy version, the answers given.

PART FOUR · THE CROSS - CUTTING QUESTION

04

What can we actually promise?

And how do we get there safely?

Before we offer the license

1. Identify the assets and the contributors
2. Check third -party components and contractual restrictions
3. Separate ownership claims from access permissions
4. Specify the intended uses and deployment arrangements
5. Name what remains uncertain
6. Decide which representations the institution will make

Keep patents, copyright, trade secrets, data permissions and contract rights distinct. They don’t fail the same way.

Governance, in plain words

1. The AI gets permissions: a role, the files it may read, the actions it may take
2. Software checks the rules BEFORE each action
3. Every decision is written down with the rule that produced it

Three questions to settle: what may it read, what may it do, and who must approve?

Who sets the rules, and in what order

1 **Legal draws the outer lines**

Prohibitions, identity checks, governing law, permitted countries. Nobody below can loosen them.

2 **The licensing officer sets the working rules inside them**

Who qualifies, what it costs, which rules apply to which licensee type. Stricter is allowed; looser is not.

3 **The AI acts inside both. A person takes the exceptions.**

Safe enough to say yes

1. Every action, every document, every model call: checked before it happens
2. Four answers, in milliseconds: allow, log, ask, block
3. “Ask” means you, with the reason on the screen

allow | log | ask | block

The four answers, on a licensing desk

What the AI tries to do	Answer	What you see
Read a published patent to draft a non -confidential summary	Allow	Nothing
Send that summary to a licensee whose identity is verified	Log	One line in the audit trail
Propose terms outside the price band you set	Ask	The request in your queue, with the reason
Send the unpublished disclosure to an outside address	Block	A blocked entry in the audit trail

Illustrative. Your own policy decides which action gets which answer.

Your AI policy, drafted from how you already work

Drafted & auditable

It reads who sends what to whom and proposes the rules you never had time to write. Each one with its evidence.

Replayed before enforced

Would any rule have blocked something last month? It shows you. You say yes, no, or “not like that”.

Runs on what IT approved

Your identities, your labels, your logs. Nothing to rip out. A pilot in weeks, not quarters.

LIVE DEMO · 5 MINUTES

The licensing sandbox

sandbox.rocketsmart.io Free account. Sign up and try it yourself.

Legal sets the lines

Prohibitions, identity checks, governing law, permitted countries.

The TTO works inside them

Who qualifies, what it costs, which rules apply.

The AI licenses the routine case

Every step recorded. Exceptions go to a person.

Open source. That’s the plan.

THREE WAYS, ONE JOB LEFT: YOU'RE THE STRATEGIST

Questions?

AI changes what we license, how we structure the deal, and how we find and negotiate.
What it leaves you is the judgment: which deals, which partners, and why.

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APPENDIX

For the questions

Payment bases compared · the five AI uses · the sandbox under the hood · WIPO context

APPENDIX · PART TWO

Payment bases compared

Basis	What the licensee pays for	Fits when	Watch out for
Upfront fee	A defined transfer at signature	The asset is static and well defined	Updates and drift are not covered
Milestones	Progress toward a product	Long development paths	Defining each milestone objectively
Subscription or API	Access to a maintained model	The technology keeps improving	What survives termination
Usage-based	Each query, unit or seat	Use can be metered and audited	Metering disputes, under -reporting
Revenue share	A share of the licensee's sales	The technology is the product	Attribution among many components
Hybrid	Access, support, commercial rights	Evolving technology, real relationship	Complexity; pricing each part

The question for each row: does the payment basis correspond to value, and can it be measured?

APPENDIX · PART ONE

The five AI uses, in plain words

Use	What it means	What to ask in the deal
Train a new model	Build a model from scratch on the licensed data	Do they keep the trained model after termination?
Fine-tune an existing model	Adjust a general model with the licensed data or weights	Who owns the fine -tuned version? May you use it too?
Retrieve and ground (RAG)	The model looks the material up at answer time; nothing is trained on it	May they cache or store it? For how long?
Run inference through an API	Use the model to get answers; the weights stay with you	Rate limits, logging, what is retained from queries
Redistribute or embed	Ship the model or weights inside another product	Which terms travel with it downstream?

APPENDIX · PART THREE

The sandbox under the hood

Roles and rules

Legal: use restrictions, identity verification, governing law, permitted countries. Rules a TTO cannot loosen.

TTO: who qualifies, pricing, rules by licensee type, within Legal’s lines.

Licensee: an individual, academic, nonprofit, startup or enterprise, verified or self -declared.

How a request runs

The AI classifies the applicant, checks the policy through an authorization engine (OpenFGA), asks a question only if the answer changes the outcome, proposes terms, and records the reason.

Pricing: free with obligations, flat fee, or tiered by licensee type. No royalties.

Two modes: rule -bound, or discretionary within Legal’s stated intent. Every override recorded.

Hands off to a person when

Identity can’t be verified.

A Legal -restricted category or purpose.

Terms outside the policy are requested.

Exclusivity is requested, always.

Open source planned for the university -run version; hosted version for trying it.

APPENDIX · CONTEXT

Where this talk meets WIPO's AI agenda

WIPO theme	Where it appears in this talk
What IP should protect and incentivize	Part one: the asset bundle, and the basis for controlling each piece
Making the economics work	Part two: payment bases that follow value; new remuneration mechanisms
Workable ways to say yes	Part three: rules you write, a license it issues; the sandbox
Rights information, provenance, infrastructure	Part three and four: five things every license should record; governance gates
Innovation cycles in months, not years	Part two: the evolving relationship; version -bounded exclusivity

Global Forum on IP and AI, Geneva, 9 to 10 November 2026, and the AI Infrastructure Interchange.