



# SSHA Licensing Tool

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# 1. Purpose of the SSHA Licensing Tool

This tool is intended to guide the user through the process of licensing IP / knowledge assets created within SSHA research disciplines.

The tool will also be useful for informing the process of licensing of copyright materials, developed in STEM disciplines, for social impact: for example, where the intended use is in public health or education.

Users may include SSHA academics and staff working within TT / KT / KE offices who manage IP / knowledge assets from SSHA research

The tool is aimed at users who are new to the area and those who have 1-2 years' experience in licensing SSAH.

The tool can be used at any stage of the licensing journey including during IP triage / assessment phase to give the user a full picture of what licensing options are possible to support their route to market.

## 2. Introduction to SSHA licensing

### 2.1. Background

Historically, the overwhelming focus of university commercialisation and exploitation activity (Technology Transfer (TT)) has been on the research outputs from STEM (science, technology, engineering & mechanical engineering) disciplines.

Previously overlooked, social sciences, arts and humanities (SSHA) research can deliver significant impact to society and in recent years there has been an increasing amount of activity to support the dissemination and commercialisation research outputs. The terms Knowledge Exchange (KE) or Knowledge Transfer (KT) are now used alongside Technology Transfer, reflecting the changing nature of delivering impact from all research outputs.

Drivers of this change of emphasis include, in the UK, the research impact assessment of all academic disciplines through the [Research Excellence Framework \(REF\)](#) system. In the EU, there is now greater emphasis on supporting SSHA research impact, with "SSH integration" across all pillars of the [Horizon Europe program](#).

### 2.2. Challenges in delivering impact from SSHA research outputs

Impact from SSHA research can be achieved either through social venture or by the dissemination of copyright materials (licensing). There is frequently a desire (research teams) or even requirement (funders), to disseminate IP assets free of charge for non-commercial research or societal use.

Previously, due to cost and resource restraints, and a lack of guidance or dedicated support, outputs of SSHA research would often have been disseminated without a licence or the use of an appropriate copyright statement, resulting in institutional IP leakage and poorly understood impact.

Typically, funding of [SSHA research is significantly lower than that in STEM areas](#) (estimated in 2021-22 to be £810Mn (SSHA) vs £6.1Bn (STEM + medical & biological science)), presenting academics and

TTOs alike with the challenge of funding the maintenance and dissemination of the outputs of SSHA research in a sustainable way.

Additionally, TTO performance has historically been measured quantitatively (number of spinouts, investment raised, number and value of licences) rather than by broader and more qualitative impact metrics. This has, in the past, made the provision of TTO support to SSHA researchers harder to justify. Whilst the onus largely lies with the University as a whole to provide data and examples of impact (managed by separate KE teams) there is a growing trend, particularly amongst larger TTOs, to allocate specific staff to support SSHA commercialization and impact. Examples include Cambridge Enterprise, University of Bristol, UCL Business and the University of Leiden.

Supporting SSHA activity across the UK and EU are a range of programs and networks (e.g. [ASPECT](#), [ESRC/AHRC SHAPE Catalyst](#), [SHAPE Impact Kollektiv](#)) that provide training, tools and deliver training to help to create impact at scale from academic research in the Social Sciences, Humanities and Arts for People and Economy (SHAPE). ASTP, the non-profit member's organisation for knowledge transfer professionals has a long-established special interest group [SHAPE SIG](#) that has been researching, developing, and recording best practice in the field since 2015 and has explored a wide range of valorisation pathways aimed at sustaining and scaling the impact of SHAPE research.

### 2.3. Long tail licensing - lower value assets, higher volume of transactions

Key to the licensing of SSHA assets is a simple and cost-effective, but legally robust, method of enabling access or facilitating distribution.

The 2004 article '[The Long Tail](#)' describes the economic model where the many products with a low sales volume may collectively have a market share equal to or even greater than the small number of high volume products. Within technology transfer, long tail IP licensing theorises that a large number of lower value IP assets (such as those generated by SSHA research) may generate as much revenue as the smaller number of 'big ticket' licence deals. This activity has gained traction over the last 10-15 years using a range of solutions to manage and scale up access to SSHA research outputs, in a time and resource-efficient manner, whilst still maintaining the legal integrity of a contract.

Standardised licences with non-negotiable terms (including Creative Commons or Open Source) expedite non-exclusive licensing. Further efficiency can be introduced through the use of digital tools such as click-through licensing platforms, an activity often referred to as [Express Licensing](#).

### 2.4. Benefits of Express Licensing for SSHA assets

The following benefits can be considered in support of your decision-making process.

#### *Greater impact from research*

Standardised licences (especially when delivered online) represent a cost-effective, resource-efficient means of scaling up non-exclusive licensing activity.

#### *Discoverable by a global customer base*

Listing and licensing IP assets online increases both the magnitude and the global reach of impact.

#### *Demonstrated impact*

Online platforms enable the collection of quantitative data (licence numbers, revenue, location of licensees, etc) and the collation of the qualitative data. Licensees can be asked to provide information

on how the IP asset has been used by end users and how this has created impact for the public, the environment and public healthcare.

#### *Feedback for future research*

The connection between licensor and licensee also facilitates the collection of feedback regarding the IP asset. This benefits the academic team by informing the direction of future research and how products might be improved, and in some instances can support the TTO in making an assessment of an asset's commercial potential.

#### *Financial returns to the research team*

Licence revenues are usually shared between the IP creators and their employer (according to the organisation's IP policy) which can then be used to fund future research or to maintain and facilitate access to the IP asset / product in a sustainable way.

#### *Control of dissemination & use*

Express licensing facilitates controlled access to IP assets, with licensors quickly and easily able to determine who will be granted a licence. This dramatically reduces the uncontrolled dissemination and the 'IP leakage' of copyright materials to unknown users.

## 3. A process guide to SSHA licensing for research teams and TTOs

Whilst TTOs are well versed in the requirements for the licensing of STEM assets, the considerations for the non-exclusive licensing of the outputs of SSHA research must be made in the context of the likely lower value of these IP assets, the differing priorities requirements of the research team and any resource constraints faced by the TTO.

This toolkit covers what questions you need to consider determining your licensing strategy, including licence type, target licensee group(s), permitted uses, licence approval and execution and finally any post-licence follow-up actions.

### 3.1. What is the purpose of licensing the asset?

What are the desired outcomes (both internal and external to your organisation)? Are the aims of the research team and university / TTO aligned?

- **To disseminate freely to anyone**
  - to make access to the asset as simple as possible for the end user
  - to create maximum impact
  - to meet funder requirements
- In these scenarios, a **Creative Commons licence** (for creative works, see **Box 1**) or an **Open Source licence** (for software, see **Box 2**) is a suitable option if dissemination of the IP asset is considered low risk. If there are specific risks associated with licensing a particular IP asset, then an **In-house Licence (Box 3)** may mitigate against them, and your organisation's legal team may insist on it. Risks often focus on whether there is the potential for misuse of the IP asset, which might expose you or your organisation to reputational or commercial harm.

### Box 1: Creative Commons Licences

Creative Commons (<https://creativecommons.org/>) is an international, nonprofit organization that provides a range of standardized copyright licenses that enable organisations to grant permissions for the sharing and use of **creative works** such as **images, video, music, research** and **educational texts** – such as those created in SSHA disciplines.

The Creative Commons [Licence Chooser tool](#) facilitates the selection of the most appropriate of the 6 CC licence types, dependent on the attribution, commercial use, derivative works and sharing selections made. A further option, if appropriate, is CC0, which enables creators and owners of copyright materials to waive interest in their works and place them in the public domain without restriction under copyright law. Many [technology platforms](#) that host creative works support CC licenses, facilitating the discovery of IP assets.

For most uses of Creative Commons (CC), no signature is required by either the licensor or the licensee. The act of making your work available under a CC license, and the act of using a CC-licensed work, constitute the agreement to its terms.

### Box 2: Open Source licences

For **software**, [Open Source licences](#), may be necessary (e.g. if the software is a derivative work of a software originally distributed under an OS licence) or desired (if it is decided to allow free distribution of source code, allow release of the software as a component of an aggregate software distribution and to allow modifications and derived works). Further information on deciding which OS licence may be suitable for your software is provided by the [Open Source Initiative \(OSI\)](#).

When a software is made available under an Open Source license, then as long as the license terms are clearly communicated and easily accessible (e.g. by including the license text in the project, linking to it, or declaring it in a repository), anyone who uses, modifies, or distributes that software is implicitly agreeing to the terms of the license.

- **To license free of charge to specific user groups**

- to enable free access in a controlled way
  - to support the adoption of e.g. validated materials for clinical / educational settings in a managed way
  - to facilitate the gathering of feedback to inform research & product development
- In these scenarios, an **In-house Licence (Box 3)** will usually be required to manage controlled access and to facilitate the gathering of feedback but in order to lower the barrier to access, non-negotiable licences or click-licensing can be considered.
- Where the asset is a software that has been developed making use of Open Source code, then the software (and/or code) may need to be distributed according to the terms of that **Open Source licence**.

- **To commercialise with paid licences**

- to generate revenue for your institution
- to generate personal income
- to support ongoing research and maintain resources sustainably

- In these scenarios, an **In-house Licence** will be required to cover the collection of licence fees and associated clauses. As with free of charge licensing, non-negotiable licences or click-licensing can be considered to lower access barriers.
- For software, an **Open Source licence** (for software) *may* be required (see above) but can still allow the collection of license fees.

**Box 3: In-house licences**

Within public research organisations and their TTOs, a bespoke licence, drafted by in-house or contracted legal representatives, is often required for IP licensing as the best way to protect the IP and to mitigate against reputational damage. Larger TTOs will often have a set of licence templates or prior examples that will cover most copyright licensing scenarios, but smaller offices may need to seek further guidance when considering the licensing of SSHA assets.

### 3.2. What should be considered when using In-house Licences?

#### Who are the licensees and what will be the permitted uses?

An SSHA IP asset may be suitable for licensing to multiple markets or organisation types – for example you can disseminate an IP asset free of charge for academic research use *and* license for a fee to commercial organisations. In some cases, the funding terms of research grants may stipulate free of charge access for certain user groups whilst still permitting commercial exploitation.

When licensing non-exclusively to different parties, you need to ensure that there is no conflict between e.g. commercial and non-commercial terms. It is beneficial to take this into consideration in the early stages of developing your licensing strategy and it should be discussed with whomever will be drafting licence terms.

Finally, if you want to facilitate the gathering of user feedback then you can include additional clauses to permit contact with licensees / end users for the collection of use data.

**Table 1.** shows some example licence options (in terms of **term**, **price** and **permitted use**) based on a range of different licensees and permitted uses.

Licensee	Permitted use				
	Academic research	Clinical research or clinical practice	Commercial research	Commercial	Evaluation
<b>Public research organisations</b>	Fee: Free of charge  Term: Perpetual / annual  (exceptions might include software with annual licences and fees for multi-user or site-wide licences)	NA	NA	NA  (except where an asset may be used as part of paid services such as consultancy)	NA
<b>Public Hospitals</b>	NA	Fee: Free of charge  Term: Perpetual / annual licence or time-limited (e.g. for	NA	NA	NA

		duration of clinical trial)			
<b>Commercial organisations – micro, SME or large corporations</b>	Fee: Fee bearing  (possibly with differential pricing dependent on organisation size)  Term: Annual	Fee: Fee bearing  Term: Time limited licences  Examples:  Annual licence for clinical practice in private healthcare  Time limited licence for duration of clinical trial for clinical research organisation	Fee: Usually fee-bearing licence for research use by a commercial organisation  Term: Annual	Fee: Fee-bearing licence where the IP is incorporated into products or services  Term: Annual or time-limited (e.g. for use of an image for publication / broadcast)	Fee: Generally free of charge  Term: typically <6 months
<b>Charities / social enterprises</b>	Fee: Free of charge  Term: Perpetual or annual  (exceptions might include software with annual licences and fees for multi-user or site-wide licences)	NA (unless a medical charity)	NA	NA	NA

**Table 1. Example licences across a matrix of Licensee / Permitted use scenarios**

### Different options for Legal Execution of licences

Licensors face the challenge of **bespoke or in house licences being subject** to negotiation, regardless of the monetary value of the deal. In order to expedite the legal execution of licences a TTO can clearly state that terms are non-negotiable and (i) provide the licence in a non-editable form (e.g. pdf) ready to print and sign or (ii) enable digital signature via a commonly used provider such as DocuSign or AdobeSign.

Another approach is 'click-licensing', whereby the license is presented online and terms agreed by both parties by simply ticking a checkbox. This has the dual benefit of (i) being a very rapid way to transact non-exclusive licences and (ii) because the licence terms are already 'pre-approved' by the licensor organisation, it can allow a TTO to delegate licence review and approval to the academic team (since they are often best placed to decide who is an appropriate licensee).

A range of software providers offer [Click-licensing solutions \(D3.1, p40, 41, 52\)](#) for the licensing of whole IP portfolios (e.g. [e-lucid](#), [Flintbox](#)) or for specific product categories (e.g. [CancerTools](#)). The aim of these platforms is to transform non-exclusive licensing from a cost-centre into a profit-centre.

## **Approving click-through licences**

The review of licence requests needs to be robust and, in the cases of high deal flow, efficient. A checklist of considerations for the TTO and / or academic team can formalise the review process.

### **Who should approve the licence?**

#### ***On behalf of the licensee?***

Dependent on your organisation's policies you may need to consider one or more of the following:

- Requestor
- Requestor's Line Manager
- Organisation's Legal representative

#### ***On behalf of the licensor?***

Dependent on the level of risk associated with misuse of the IP asset, you may need to consider one or more of the following:

- No approval required ('auto-approval') – no risk
- Academic – low risk but of benefit to review potential licensees
- Business manager – medium risk or where the academic does not wish to be involved in review process
- Head of TTO / TTO legal – higher risk or where an organisation's legal policy dictates a higher level of approval

### **How do I or my organisation decide which licence requests to approve?**

Once the approval workflow has been determined then the licensor's approver should consider the following as part of any decision-making process for approvers.

#### ***Is the requestor an appropriate organisation or individual?***

- Is the requestor and/or their organisation a suitable licensee?
- Is the requestor using an institutional email address and does it match the requestor's name and institution?
- Is the licensee from a restricted country? Any given country will have a list of nations with which it is not permitted to trade and/or sign licences, sometimes dependent on the nature of the product or IP use.

#### ***Do I have enough information from the requestor to approve the licence?***

If you need the requestor to provide extra information, then you should request this information to allow you to make a fully informed decision. Extra information requested might include:

- Intended use of IP (could be brief or a more detailed summary)
- Details of the research project or clinical trial in which the IP asset will be used, including funding information

- Names / email addresses of all end users
- Location of use of IP

### **Follow-up actions for the TTO and the research team**

#### *TTO (measuring impact)*

- Licence numbers and revenues
- Quantitative impact
  - number of uses / end-users
  - publications using asset

#### *Research team (measuring impact and seeking feedback)*

- Qualitative impact
  - Societal impact of use of SSHA assets
- Feedback
  - Usability and utility.
  - Can be sought post-licence
  - Combine with information collected from the requester pre-licence

## 4. Case Studies

A number of the Case Studies [already published](#) as part of the IMPAC3T-IP project describe the licensing of IP assets that were created by research by academic teams from SSHA.

### 4.1. Meals on Wheels (UK)

One example of the licensing of the outputs from SSHA research is **Meals on Wheels (D2.3 p20-21)** which was licensed via the University of Bristol's [e-lucid store](#). The researcher wanted to disseminate the materials as widely as possible, to support increasing awareness of, and create publicity for, Meals on Wheels ([Greater impact from research](#)) and to enable the collection of feedback from licensees ([Feedback for future research](#)). In addition, terms included in the bespoke license specified that a licensee *“shall not sub-license, distribute, adapt, modify, translate transfer, sell, exploit or use the Meals on Wheels resource in any way or for any other purpose whatsoever.”* ([Control of dissemination & use](#)).

### 4.2. English Grammar (UK)

The 'Freemium' access model used to disseminate **English Grammar (D2.3 p25-26)** copyright materials allowed some resources to be made available via a free subscription website whilst the printed materials were licensed via UCLB's e-lucid store '[XIP](#)'. The revenues from these sales were distributed according to the UCLB's revenue sharing IP policy and have helped to support the maintenance of both the website and the provision of the resources ([Financial returns to the research team](#)). In addition, the project was the subject of a case study which was part of the department's submission towards [Research Excellence Framework](#) REF2021 which went on to achieve a 4\* rating ([Demonstrated impact](#)).

### 4.3. KiVa (Finland)

**KiVa (D2.3 p22-25)**, the anti-bullying program for schools, was developed in the Centre for Learning Research, within the faculty of Psychology at the University of Tartu, Finland. The hybrid model of non-exclusive licensing of the copyright materials (and the KiVa trademark) to schools across Finland and to exclusive partners in other countries has allowed the team to deliver evidence-based prevention of bullying ([Greater impact from research](#)).

The exclusivity of the international delivery coupled with the retention of ownership of derivative versions (e.g. translations) helps the University of Tartu to limit IP leakage and misuse of the materials ([Control of dissemination & use](#)).

Meanwhile the international delivery has, as anticipated, generated the necessary revenue to secure the sustainability of the national program ([Financial returns to the research team](#)).

### 4.4. Online Canine Behaviour Calculators (UK)

Although the copyright materials in this case study (**The Online Canine Behaviour Calculators (D2.3 p8-9)**) were created and validated by a STEM research team (in the Animal Behaviour, Cognition & Welfare Group at the University of Lincoln), dissemination of the materials has a clear and direct social benefit to end users.

The researcher wanted to facilitate access to as many end users as possible (Greater impact from research) and to date these questionnaires have been licensed to end users in over 60 countries (Discoverable by a global customer base).

By simplifying the licensing process, thousands of dog owners and community vets have been able to assess, monitor and manage problems relating to anxiety, sound sensitivity and impulsivity (Demonstrated social impact) and a specific clause in the licence facilitates the collection of user data relating to their use of the tools (Feedback for future research).

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