

Drafting technology patent license agreements

Aspen Publishers - Best practices in patent license negotiations

Description: -

-
Pacific Coast (Calif) -- Guidebooks.
Hiking -- California -- Pacific Coast -- Guidebooks.
Teacher-student relationships -- Russia (Federation)
Professional socialization -- Russia (Federation)
Teachers -- Russia (Federation) -- Attitudes.
Heraldry -- Congresses -- Bibliography.
Genealogy -- Congresses -- Bibliography.
Broadcasting -- United States -- History.
Electronic industries -- United States -- History.
Radio Corporation of America -- History.
Samoff, David, 1891-1971.
United States -- History -- Revolution, 1775-1783 -- Social aspects.
Soldiers -- United States -- Social conditions -- 18th century.
United States. Continental Army -- Military life.
Washington, George, 1732-1799 -- Friends and associates.
Washington, George, 1732-1799.
Literary Collections / English, Irish, Scottish, Welsh
Teaching Methods & Materials - Reading
General
Education
English
Education / Teaching
Horror & ghost stories, chillers
English language readers
Villages -- United States.
Civic improvement.
Tales -- Indonesia -- Banjarmasin (Kalimantan Selatan)
Cervical vertebrae -- Wounds and injuries.
Voronezhskii zapovednik (Russia)
Biodiversity conservation -- Russia (Federation) -- Congresses
Protected areas -- Russia (Federation) -- Congresses
Painting, Italian -- Italy -- Padua -- 15th century -- Congresses.
Jacopo, da Montagnana, ca. 1440-1499 -- Congresses.
Filipino Americans -- Social conditions.
Filipino Americans -- History.
Women -- India -- Biography.
Valéry, Paul, 1871-1945 -- Criticism and interpretation.
Emotions -- Religious aspects -- Christianity.
Computer contracts -- United States
Technology transfer -- Law and legislation -- United States
Patent licenses -- United States
License agreements -- United States
-Drafting technology patent license agreements
Notes: Includes index.
This edition was published in 2008

THIS PATENT LICENSE AGREEMENT (the "Agreement") MADE BETWEEN:
CERTIFIN INC., a corporation organized under the laws of the Yukon Territory of
Canada (referred to "Certifin")
whose address is: 2001 Industrial Blvd, Hayward, CA 94541, USA

AND
whose address is: _____ (referred to "Licensor")

WHEREAS

A. Certifin owns all rights, title and interest in and to the Patent Rights (as defined below).

B. Licensor desires to gain rights under the Patent Rights and to commercialize products and services covered by the Patent Rights in the Field of Use (as defined below); and

C. Certifin is willing to grant and Licensor accepts a license under the Patent Rights, commensurate with the scope of the rights granted, in accordance with the terms and conditions set forth in this Agreement.

CONSIDERATION of the mutual covenants recited and of the following terms, conditions, and

provisions, the Parties agree as follows:

1. DEFINITIONS IN THIS AGREEMENT

- 1.1. "Patent Right" means:
 - U.S. patent 5,512,564, any continuation, division, or issues, re-continuation and reissue applications of the above patent, and any related patent rights;
 - Any patent resulting from U.S. patent application No. 08/946,080, any continuation, division, or issues, re-continuation and reissue applications of the above patent, and any related patent rights;
 - Any patent application filed by Certifin that is essential to implement a cryptographic system within the field of use and having an effective filing date before May 1, 2000.

- 1.2. "Licensed Product" means any process covered by a claim of the Patent Rights or a claim that depends on a claim of the Patent Rights, and any product or component that includes or is made using a Licensed Product.

- 1.3. "Licensed Product" means any article, lot, equipment, system, unit, product or component that includes or is made using a Licensed Product. A Licensed Product also includes the provision of any service using a Licensed Product.

Tags: #Patent #License #Agreement
#Checklist

Patent License Agreement

The frequency of Standing Order shipments vary by title based on regulatory developments and publishing schedule. This can be limited, for example, to the same royalty rate, but not to up-front fees, or not take in consideration the worth that cross-licenses to IP bring to a deal.

Intellectual Property Licensing: An Advanced Level Drafting Workshop

IMPORTANT: IF YOU CHOOSE TO ACCEPT THIS TOU, YOU MUST ACCEPT IT AS PRESENTED TO YOU, WITHOUT CHANGES. After reviewing the licensee's revisions with the Checklist, you may wish to prioritize the recommendations so that you have a clear notion of what the most important ones are. Some use of background information in a contract is recommended because within a short period of time after the deal is done and the agreement signed,

DOWNLOAD
FILE



Filesize: 21.69 MB

negotiators memories will fade and a short set of statements regarding the background of the deal may become invaluable should the contract need to be interpreted by a court or an arbitrator.

Intellectual Property Licensing: An Advanced Level Drafting Workshop

You may also need to include terms related to how the license can be transferred and if sublicensing is possible. In the case of a major disagreement about the terms of an agreement, parties may wish to take the issue to arbitration.

Patent License Agreement

Any definitions that are needed can be provided if and when special terms may arise. Fees can also be based on royalties, which can be based on a percentage of net sales of the licensed product, fixed royalty on per product sale.

License Agreement Checklist (Patent, Technology and Software Licenses Conveying Rights in Board Intellectual Property)

In the case of weak regimes, the licensor might insist for strong confidentiality clauses and higher royalty to set off in case of IP spillover or leaks. Are you the only person in your department working on this agreement? Writing Licensing Agreements While some licensing agreements grant exclusive rights to the licensee, you could also provide , which means you could license your property to multiple people to generate more revenue.

Drafting a Technology Transfer and Licensing Agreement?

If a licensee includes such clauses in its markup of our standard template, remove them. Territory and Exclusivity Like other contracts, the contract must explicitly identify the territory of the license granted and also should mention whether the license is exclusive sole licensee or non-exclusive license may be granted to other party.

Related Books

- [No nuclear weapons by 2000! - statement](#)
- [New poets of Prince Edward Island, 1980 to 1990.](#)
- [IECON '87](#)
- [Micropagation of woody trees and fruits](#)
- [Map of piped water supply status in urban centres - including the 69 districts identified as poor in](#)