

**"What If?
Risk Management and Risk Allocation in
Licensing Transactions?"**

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I. Introduction

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II. Licensing - Background & History

III. Advantages and Disadvantages of Licensing

IV. Risk Allocation

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V. Risk Management

Grant Of License - what do you as Licensor have to offer?

What does Licensee have to grant?

Exclusivity - Field- Territory - Reservations - academic use - Government Funding Rights and Restrictions -Export Controls.

Obligation to Update Technical Information - Improvements - Updates - Training -Support -Help Line

Minimum Royalties.

Records.

Overdue Payments

Diligence in Commercialization; Progress Report

Limited Representation. Representations and Warranties

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Indemnification.

Confidentiality.

Infringement

Right to Terminate – default - breach - false report - insolvency

Assignment.

Entire Agreement,

Amendment

Waiver.

Governing Law

Jurisdiction.

Bibliography

LES Society - students are \$35

<http://www.usa-anada.les.org/publications/>

**Continuing Legal Education Materials Law
Society of British Columbia on managing
Intellectual properties and on knowledge-
based business**

SEC <http://edgar.sec.gov/index.htm>