

**"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>