

Mechanics of a License

May 4 | 9am-4pm ET

Price – Member - \$200.00 USD, Non-Member - \$350.00 USD, Student - \$125.00 USD

Session 1: Grant Clauses

To kick off our *Mechanics of a License* series, we're talking about arguably the most important clause in a licensing agreement: the grant clause. There's something for everyone in this crash course on what's conveyed through the execution of a license.

Session 2: Royalty Clauses

Most* licensors want to be paid, of course. Other things being equal, licensors like to get as much as they can up front and nonrefundable, to reduce the risk that, for whatever reasons, the licensee won't be able to execute. For so-called running royalties, licensors don't want to spend a lot of time and money making sure that they're not being shorted. Especially when an exclusive license is granted, a licensor will generally want to bargain for minimum quarterly- or annual royalties (or other performance standards). Licensees, on the other hand, generally want to minimize their nonrefundable and up-front payments and their minimum-royalty obligations. For running royalties, licensees want to streamline their ongoing bookkeeping, reporting, and paperwork burdens. Both sides should have in mind that market conditions could change, which might call for change in the arrangements. This session will explore creative ways of addressing the "legitimate needs and greeds" of both sides of the table, featuring annotated license-agreement clauses based on real-world agreements.

*Not including the software developers who release their code under various flavors of Free / Open-Source Software (FOSS) licenses.

Session 3: Indemnities and Damages - A Bit of Planning Can Go A Long Way

Indemnification clauses are sometimes treated as boiler-plate clauses, reserved for a quick glance of the lawyers shortly before the execution of an otherwise negotiated agreement. In this hour, learn why that is almost always a mistake and emerge equipped with an understanding of the various types of contract damages and how thoughtfully drafted indemnification clauses can be an effective tool to manage risk.

Session 4: Avoiding the "Land Mines" of Licensing

If you're working on a deal for a licensor -- or you're working on a deal for a licensee and want to know what provisions your licensor may ask you for -- this fast-paced, one-hour session will share key provisions that you may not have included in your most important deals. Like the previous sessions in this great *Mechanics of a License* series from the Licensing Executives Society, this session will include specific clauses from real-world licensing documents that you can use in your own deals.

Session 5: Not to be Glossed Over: Boilerplate Clauses in Licensing Agreements

Boilerplate clauses generally refer to standard clauses in commercial contracts that aim to ensure the enforceability of the contract, protect each party against performance failures beyond its control, identify the contract's governing law, and ascertain the mechanism for resolving disputes. Many times, the parties overlook such boilerplate clauses. This session will explain why the parties should pay careful attention to such boilerplate clauses because they can have profound effects in the event of a dispute.

Session 6: Reps and Warranties

More information coming soon.