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Business Development Russia & CIS &

h, 2010

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Innovation with Impact |

/ competitive

er products and efficiencies

d research and development

pany valuation

Increased competition

Better consumer experiences

Increased spending

Technology diffusion

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General uplift of experience and capability

IPR BUSINESS STRATEGY

Types of IPR

Patents, trademarks (including service marks), copyrights, trade secrets, know-how

Sources of IPR

Internal research and development

Co-development

Acquisition from third parties

Licensing (In)

r to competitors

sive

d against third party IPR assertions

s-licensing option

oval of threats by acquisition of underlying rights

sive

rtions against infringers

derations

patents vs. Broad coverage

stories

differentiate your products and services

develop goodwill that can be used in many ways

relative ease of enforcement

considerations:

conduct searches prior to investment

jurisdictions

provide education regarding proper and consistent use

Periodic internal audits

Information disclosure policy

Education and awareness

Information review committee

Applications and registrations

Non-disclosure agreements (NDAs)

Market analysis

Financial

Market pull vs. Technology push

Competitors' IPR

Continual evaluation of innovation from the perspective

Commercialization

valuation

“do it yourself”

Consider outsourcing certain aspects

Start-Up Venture / Spin-Out

Management of IPR

IPR Licensing

grant of a right to make, use or sell a proprietary product, process or service in return for payment or consideration.

Benefits

–Sharing of risk

–Often requires less resource

–Commitment

–May shorten time to market

• Drawbacks

–Loss of total control

–Dependent on licensee

–Sharing of IPR value with licensee

What is being licensed?

What should be licensed?

How should the scope of the license be so as to maximize value and achieve goals?

Geographic, field of use, exclusivity, sublicensing, term

What payment terms are most appropriate?

Fee, royalties, minimums, milestones, combination

Who will pay?

responsibilities will the company have to the licens
verables, Support, maintenance, etc.

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Research and Development

es and Marketing

nsee Support

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There is no “Standard License Agreement”

Agreements must account for differences in:

Licensing strategies

Who is being licensed?

Risk tolerance

Market position

Territory and Jurisdiction

License Grant

Right Back

Trademark Terms

Marketing Requirements

Payment Terms

Reporting Obligations

- Confidentiality
- Publicity
- Notification of Infringement
- Audit Rights
- Term of Agreement
- Termination

Bankruptcy

Warranties

Assignment

Assignment Rights

- Governing Law
- Dispute Resolution
- Notice Requirements



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Innovation with Impact | The Emotion of Sound

RZN