



**INTELLECTUAL**  
PROPERTY OFFICE



**IP HEALTHCHECK SERIES**

**LICENSING INTELLECTUAL PROPERTY**

This booklet forms part of our IP Healthcheck series, a suite of booklets and online tools for business which have been developed to help you identify your intellectual assets and advise you how best to exploit and protect them.

**There are four IP Healthcheck booklets in this series:**

Licensing Intellectual Property;

Agreeing a Price for Intellectual Property Rights;

Non-Disclosure Agreements;

Choosing the Right IP Adviser.

The online IP Healthcheck is free for any business to use and takes you through a simple questionnaire which creates a tailored confidential report setting out an action plan.

**There are six online IP Healthchecks:**

Trade Marks for branding of goods and services;

Patents for technology in products and processes;

Registered Designs for the way products look;

Copyright for literature or artistic work;

Licensing Your Intellectual Property for exploiting your IP;

Confidential Information to keep your IP secure.

**The online IP Healthcheck is available at [www.ipo.gov.uk/iphealthcheck](http://www.ipo.gov.uk/iphealthcheck).**

# LICENSING INTELLECTUAL PROPERTY

## About this booklet:

This booklet is designed to give you an understanding of the potential benefits licensing intellectual property offers your business. It:

- ▶ contains an introduction to the concept of licensing intellectual property;
- ▶ gives an explanation of why businesses grant and take licences of intellectual property;
- ▶ sets out a checklist of the most common issues which you should consider before entering into any licence agreement;
- ▶ provides a list of other resources for those who want to learn more about licensing; and
- ▶ provides a list of useful contacts.

There are four IP Healthcheck booklets in this series:

Licensing Intellectual Property;

Agreeing a Price for Intellectual Property Rights;

Non-Disclosure Agreements;

Choosing the Right IP Adviser.



Licensing intellectual property is important to all sorts of businesses – not just those in the technology sectors. Companies can derive significant income from licensing, and licensing can offer flexibility in the way a business develops.

The main intellectual property rights (IPR) include: copyright, patents, trade marks and designs. Know-how (trade secrets) may also be an important element of an intellectual property portfolio and can be protected by confidentiality (non-disclosure) agreements and the law of breach-of-confidence. These are explained in more detail in our accompanying booklet 'My IP: Intellectual Property explained'.

The management and licensing of the different forms of intellectual property can be important to the success of the business that invents or creates a product, to manufacturers, to the designers that configure or refine a product's appearance and to the producers of packaging and marketing literature and materials.

This is not a do-it-yourself guide to the law of intellectual property and licensing. Lawyers skilled in intellectual property and licensing should usually deal with the more complicated legal aspects of licensing, but (as with any specialist area) you will generally do better, and save time and money, if you understand the most important principles.

This booklet deals with commercial intellectual property licences. If you want to license on a non-commercial basis, you may be interested in a creative commons approach.

We hope the information in this booklet will help you explore and discuss licensing with other businesses and with your professional advisers so that you can effectively conduct intellectual property licensing negotiations when it is in your interests to do so.

## Inside

### Licensing – the basics

What is an IP licence?	2
Why might I license my IP or take a licence of IP?	3
Preparing for negotiations	5

### Elements of licensing agreements

Licence terms	6
What IP are you licensing?	7
Who may use the IP?	7
How IP may be used	8
Charges and payments	11
How to reduce your risks	12

Useful resources	13
Checklist	14
Useful Contacts	21

### What is an IP licence?

A licence is a permission to do something that, without the licence, would be an infringement of IP. The person granting the licence is usually called the licensor, and the person receiving the licence is usually called the licensee. (There may be more than one licensor or more than one licensee in a licence agreement).

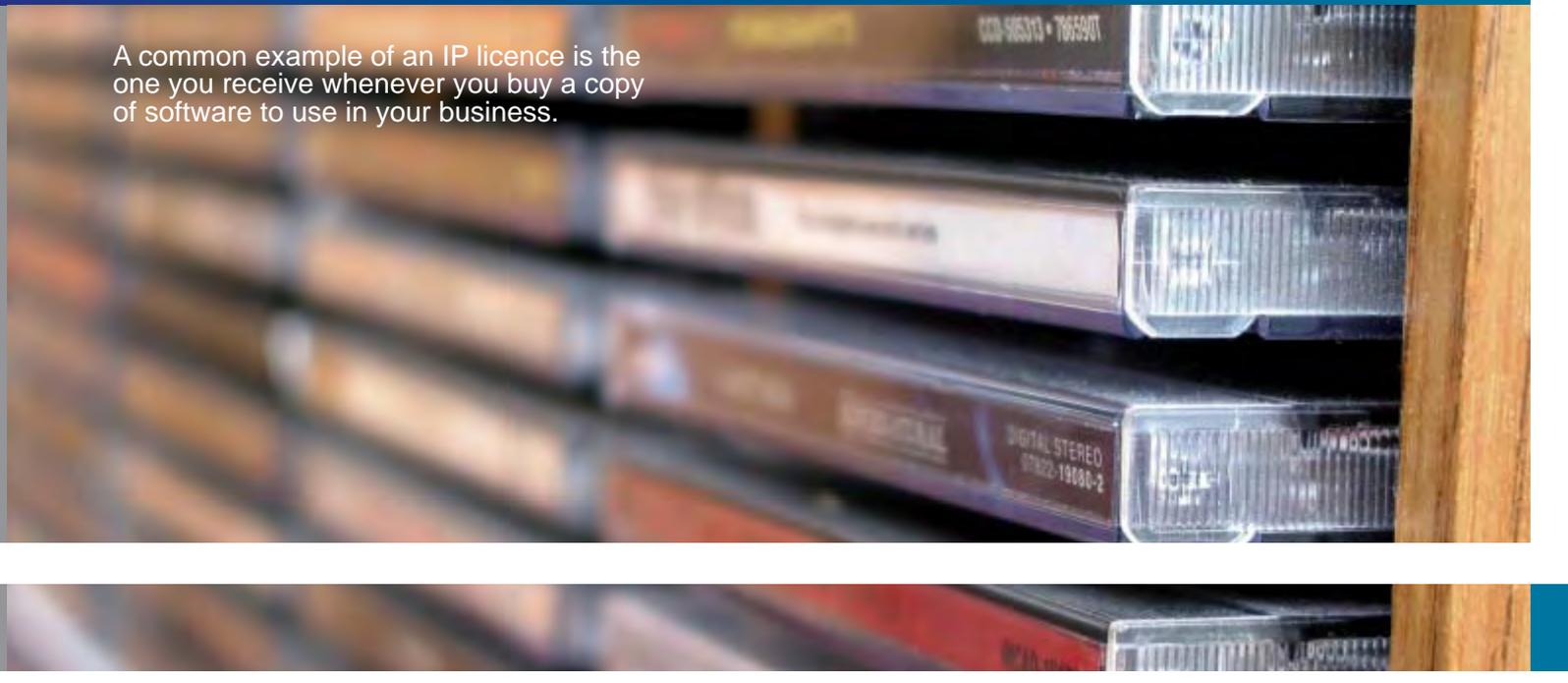
A common example of an IP licence is the one you receive whenever you buy a copy of software to use in your business.

The terms and conditions on which IP is licensed are very varied. The licensor and licensee usually agree those terms and conditions by negotiation. The outcome of those negotiations will depend on the relative bargaining power of each side.

You are more likely to obtain favourable terms if you own IP which protects a significant and distinctive innovation or work than if the potential licensee has several equally attractive alternatives.

IP may be “licensed-out” or “licensed-in”. For example, you may “license-out” to another company or organisation in return for a reward, financial or other “in-kind” benefits or a combination of both. You may wish to “license-in” if you want to use another company’s IP to develop your own business and products.

You may sometimes have to accept that your IP is not as attractive to a potential licensee as you would like.



A common example of an IP licence is the one you receive whenever you buy a copy of software to use in your business.

## Why might I license my IP or take a licence of IP?

Some examples are:

**Sharing Risk:** Where a licensor licenses the right to manufacture and sell products, the licensor receives revenues from that licensing but does not take the risk of manufacturing, promoting and selling those products. On the other hand, the licensee has the right to use the IP without the expense and risk of the research and the costs of developing the product.

**Revenue Generation:** An owner of IP may commercialise the IP itself and may obtain additional income by licensing the IP to someone else to commercialise it in a different field.

**Increasing Market Penetration:** An owner of IP may license another business to sell in territories that the owner cannot cover.

**Reducing Costs:** A business may 'buy-in' innovation to reduce its research and development costs.

**Saving Time:** A business may get its products or services to market more quickly by acquiring a licence to use existing IP, instead of re-inventing the wheel (sometimes referred to as an "engineering workaround").

**Accessing Expertise:** By taking a licence, a business may tap into expertise that it does not have in-house.

**Obtaining Competitive Advantage:** By acquiring a licence to use IP, a business may obtain an advantage over its competitors.

**Collaboration:** Businesses may want to work together to develop new products and services.

Whenever you think about taking or granting a licence of any IP the first step should be to assess the needs and objectives of your business and how licensing might help meet them.



Taking a licence to use someone else's IP will be necessary if you want to use that IP without infringing their rights.

Often granting or taking a licence will bring advantages (money or new IP) to your business, or it may even be the corner stone of your business – for instance, where you supply services or sell products that are based on someone else's IP.

But granting or taking a licence is not always appropriate. For instance:

- ▶ A business, which has the ability to commercialise its own IP, may better achieve its objectives by keeping that IP to itself.
- ▶ Businesses should be wary of licensing their IP in circumstances where the value of that IP may be diminished.
- ▶ The prospective licensor may want to charge royalties that are too high and may restrict the growth of the business.
- ▶ The IP to be licensed may be too weak – if a competitor could work round it and take away market share, it may not be worth investing in a licence.
- ▶ The IP to be licensed may not be valid, for example where a patent is open to challenge or because the prospective licensor does not own and does not have the right to license the IP.

The valuation of IP is not a simple exercise and you may need to enlist the help of someone experienced in this area.

## Preparing for negotiations

This booklet and the checklist on pages 14-19 indicate the most common issues that you will have to address when licensing.

Before you approach the other side, make sure you understand the market for the IP and the potential benefits licensing could bring to your business and, ideally, to the other party or parties.

If you are the licensor, you also need to think about the return for granting the licence. Are you looking for a purely monetary return (a lump sum and/or royalties), or are you looking for some other commercial benefit (or both)? Also, think about whether you will need to support the licensee and whether, and what, you will charge for that.

The valuation of IP is not a simple exercise and you may need to enlist the help of someone experienced in this area.

Both or all parties should investigate whether the licensor has the legal right to license the IP. This involves the licensee carrying out 'due diligence'. Where the IP is capable of being registered, the licensee should search the relevant registers. The Intellectual Property Office's website ([www.ipo.gov.uk](http://www.ipo.gov.uk)) has more information about this.

Unless you have a realistic idea of the scope of the licence and the worth of the IP before you start to negotiate, the negotiations are likely to be time consuming, and may flounder.

The licensor should think about asking the licensee to enter into a non-disclosure/confidentiality agreement before disclosing information. This is especially important where the IP is a patentable invention. In that case, early disclosure may prevent the invention being patented. A non-disclosure agreement will also be important where the only means of protecting the IP is by keeping it confidential (as with trade secrets).

Finally, if you do not like negotiating or you are not a skilled negotiator, find someone who is good at it to help you or to negotiate for you. Negotiating a licence requires a strategy and takes skill. Licensing negotiations can be stressful and yet can also be very satisfying.

## Elements of Licensing Agreements

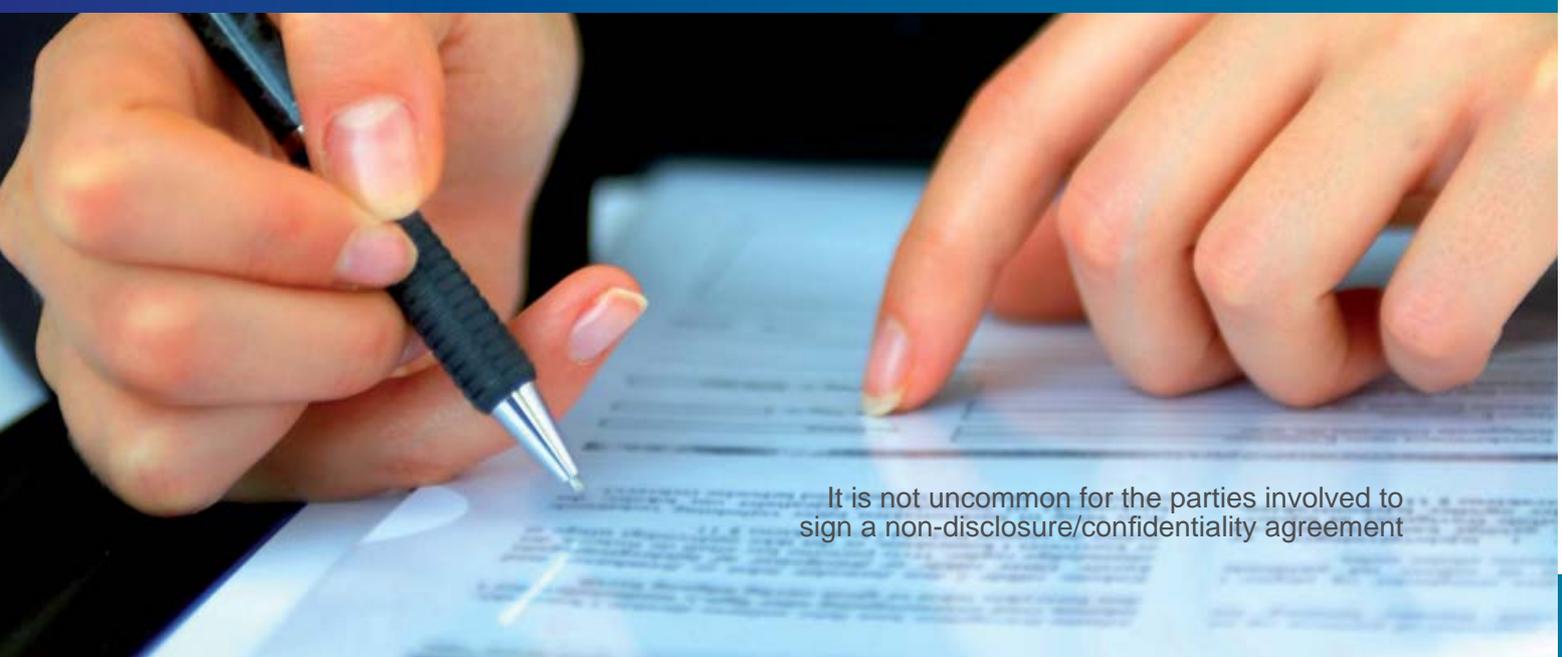
As far as the licensing process is concerned, some licences are included as part of the agreement for purchase of a product or service, and other licences are agreed independently of any purchase.

It is not uncommon for the parties involved to sign a non-disclosure/confidentiality agreement (though this is not always required), then negotiate a mutually agreeable set of terms or 'Heads of Terms', then draft and agree the licence agreement before finally signing the licence agreement. Normally the licensor manages this process.

The terms of any licence should always be recorded in writing and, until the licence agreement has been signed, all correspondence and negotiations about the terms of the licence should be expressed to be 'subject to contract', i.e. not binding. Recording the terms in writing involves being completely clear about what both licensor and licensee want to achieve and have agreed. The act of reducing an oral agreement to writing will often reveal misunderstandings which need to be resolved before the licence agreement is signed.

The checklist on pages 14-19 outlines the most common issues on which you need to agree, before you enter into your licence. You will save time and money if you use this to help you define (in plain English) what your business needs are from the licence before you attempt to draft a licence agreement, or involve a professional adviser. The checklist cannot cover every conceivable issue and your particular circumstances may well involve other considerations. You should seek professional advice if you are unsure.

Remember, the checklist is not a substitute for a proper licence agreement and its contents are not binding on either the licensor or the licensee.



It is not uncommon for the parties involved to sign a non-disclosure/confidentiality agreement

## What IP are you licensing?

This could be a patent or material which is protected by copyright or a trade mark, or you may, for instance, be allowing the public or subscribers to download a wide range of materials of their choosing from your website.

You may be licensing more than one sort of IP; for instance some software and your logo or trade mark. If that is the case, you may want different rights and restrictions to apply to the different sorts of IP.

You may have licensed IP from someone else and, in turn, want to license that IP (as well as your own IP) to another business, for example as part of a package of inter-related technology. In this case you will need to check whether the licence 'in' allows you to license it 'out'.

You may also be allowing the licensee to use know-how which you wish to be kept secret.

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## Who may use the IP?

The licensee may be a company, a group of companies, another type of corporate body, an individual or a collection of individuals, such as an English partnership.

A common mistake, especially where licences are formed online, is to confuse the individual who is sitting at the PC and downloads the material with his or her organisation. If you are entering into a business-to-business (B2B) licence and the licensee is not a sole trader, the odds are that you intend to allow the organisation to use the IP, and not an individual employee of the organisation, and the licence needs to be to the organisation, not the individual.

However, some licences can cover entire enterprises and bind not only the company but also the users of its products.

If you are granting a licence to a company make sure you quote its registered number in the licence agreement. Companies change their names and addresses but their number never changes.

## How IP may be used

You are advised to start from the basis that licensees are not allowed to do very much with the IP unless they have a licence to do it. Be specific about what the licensee may do with the IP. There are three main types of licence:

- ▶ Exclusive - only the person who is granted a licence, the licensee, can use the IP. The licensor is not entitled to use the IP.
- ▶ Sole - only the IP owner and licensee can use the IP.
- ▶ Non-exclusive - the IP owner may use and license to more than one licensee.

Below are some of the things to consider about the terms of a licence. Not all are appropriate in all circumstances or for all sorts of IP.

- ▶ Can the licensee grant permission to others to use the IP (sub-licences)?
- ▶ Are there any terms that must be carried through to any sub-licence?
- ▶ Is the licensee restricted to using the IP for particular uses: personal/private use, for academic teaching/research, or for non-profit making purposes?
- ▶ Is the licence restricted to one or more specified fields of use or distribution channel?
- ▶ Is the licence restricted to one or more territories (countries)?
- ▶ May the licence be transferred (assigned) to someone else?
- ▶ May the licensee have others manufacture and sell products?
- ▶ Can the licensee import products protected by the licensed IP?
- ▶ Can the licensee incorporate the IP (in whole or in part) into another work or combine it with other IP?
- ▶ Can the licensee make improvements to an invention? In this case you will need to think about who will own the IP in those improvements.

- ▶ Is the licensor entitled to “license back” any translation or improvements etc.?
- ▶ Can a product be used only on/with another specific item; ie a platform or device?

The more specific you can be the better. Once you have been specific about the permitted uses of the IP, the licensor can reserve all other rights to itself.

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## Duration and Termination

You should consider how long you want a licence to last, and how it may be terminated.

- ▶ What the circumstances for termination might be, for instance a change of control or a failure to meet sales targets; breach of conditions or insolvency?
  - ▶ Is the licence indefinite or limited by time? You will need to check the duration of the IP. For example, a European patent lasts for a maximum of twenty years whereas a trade mark can last for perpetuity so long as it is periodically renewed.
  - ▶ What rights will you lose; will you still be able to conduct ongoing business?
  - ▶ Will any rights or obligations remain after termination, for example confidentiality?
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## Governing law and disputes

- ▶ If entering into a licence with a party in a different legal jurisdiction you will need to determine which country’s laws should apply.
- ▶ Do you have a mechanism for resolving disputes?

When licensing abroad it is advisable to also consider the cultural as well as legal characteristics of your partners.

## Think carefully about what you want the licensee to do with your IP

### Copyright-specific licence points.

Can the licensee:

- ▶ make copies of copyright works?
- ▶ distribute copyright works?
- ▶ publish copyright material? If so in what form or on what media that publication may take place?
- ▶ translate, modify or adapt copyright works (and who will own the IP in the translation etc.)?
- ▶ determine the number of individual users of copyright materials (how many users are concurrent or named)?

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### Patent-specific licence points.

Can the licensee:

- ▶ Use any process to make a product protected by the patent?
- ▶ Manufacture and sell products protected by the patent?
- ▶ Make a kit or composite using elements protected by the patent?

You need to consider how the licence is going to earn a return for you or, alternatively, what and how you will have to pay.

## Charges and payments

You need to consider how the licence is going to earn a return for you or, alternatively, what and how you will have to pay. As part of this process you should think about what criteria you will use to value the IP specified in a licence. It will help your negotiations if you have a reasoned idea of the value of the IP before discussing payments with a potential licensing partner. Issues which need to be considered are:

- ▶ Are you going to charge or pay a lump sum or one off fee and/or whether you are going to charge or pay a fee based on use or items manufactured or sold (sometimes called a royalty on sales) or a combination of these two?
- ▶ Are you are going to charge or pay a pre-determined periodic fee (e.g. a monthly, quarterly or annual fee or a series of fees for certain events)?
- ▶ Will there be any increases in any periodic or usage fees?
- ▶ Will fees be indexed linked and whether minimum fees should be set?
- ▶ Will there be any sales or other targets and the consequences of the licensee not meeting those targets?
- ▶ Will there be a charge or payment for giving up the licence early or not commercialising?
- ▶ How will returned sales and failures be treated?
- ▶ Are you going to charge or be charged if the IP is incorporated with other IP or distributed as part of another work?
- ▶ What happens at the end of the licence period, when the IP is no longer used or on licence termination?
- ▶ When and how will you pay or be paid and what checks you may make to see that you have received the right amount?

How you charge and pay will often depend on what the market is used to / will bear.

## What risks are you taking and how might you reduce those risks?

Most licences contain clauses limiting or excluding the licensor's liability, but you need to be aware that they may not always work. The law imposes complex rules about the effectiveness of limitation and exclusion clauses and they should be drafted by an expert.

If you are the licensee you will be looking for warranties from the licensor, perhaps to the effect that it has the right to license, that the IP is valid, and that the licensor will defend any claims that third party IP has been infringed. You may also want the licensor to bear the financial consequences of that sort of claim (an indemnity). If you are the licensor you will want to resist giving those sorts of warranty and indemnity.

As a licensor you will want to be sure about the integrity of the organisation you are licensing to. You will want to ensure that they have the necessary systems in place so that your IP is used properly under the terms of the licence. You should consider the indirect effects of doing business with another company. For example, if you are licensing a trade mark you will want to consider whether the quality of your brand will be affected by the goods it is applied to.

It is a good idea to imagine and list all the things you think could go wrong for your business, as if the licence were in place, assess what impact they might have and decide how those risks might be mitigated. For example, if you are granting an exclusive licence in return for a premium in the short term, think about whether this is the best strategy in the long term.

Competition law may affect the terms of IP licences and breach of competition law can lead to heavy fines and penalties. A professional advisor will be able to help you with this.

You might contact your insurance broker to investigate the possibility of insurance to help fund your legal fees if someone infringes your IP rights or brings a claim against you for infringement of their IP rights.

A booklet of this length can only scratch the surface of what is an important and complex subject. Listed below are links to selected resources which discuss IP and licensing in more detail.

The potential for licensing the different components of IP across the breadth of industry is vast. Because of this, we have deliberately chosen not to provide links referring to every conceivable category of licence.

### What is intellectual property?

The Intellectual Property Office provides comprehensive information about intellectual property and how it can be protected.

[www.ipo.gov.uk](http://www.ipo.gov.uk)

Online IP healthchecks is available at [www.ipo.gov.uk/iphealthcheck](http://www.ipo.gov.uk/iphealthcheck)

Skeleton licence is available at [www.ipo.gov.uk/skeletonlicence.pdf](http://www.ipo.gov.uk/skeletonlicence.pdf)

We do not accept responsibility for the contents of any of the following resources.

### Licensing of intellectual property

A comprehensive treatise on licensing from a US perspective (1000 pages). Use with care; the law in the US and the terminology used in the US is very different.

It may be found in the business category of the Research and Markets website:-

[www.researchandmarkets.com](http://www.researchandmarkets.com).

### Technology licensing

A pamphlet provided by Partnership's UK, outlining the main aspects of technology licensing (22 pages). This is aimed at the public sector and concentrates on patent licensing, but much of what it says is of more general application. It may be found in the "Guidance section" of the PUK website:- [www.partnershipsuk.org.uk](http://www.partnershipsuk.org.uk).

### World Intellectual Property Office licensing resources

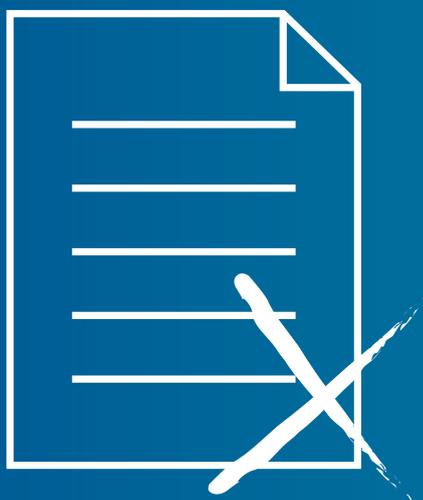
The following can be found at the World Intellectual Property Office's electronic bookshop <http://www.wipo.int/ebookshop>:

- ▶ Successful Technology Licensing (52 pages)
- ▶ Exchanging Value - Negotiating Technology Licensing Agreements: A Training Manual (178 pages)
- ▶ Copyright licensing (168 pages)

# Checklist

This checklist sets out the major issues you need to think about before licensing IP. It can be used, for example, to organise your thoughts before talking to your legal advisor, to develop a negotiating strategy for your personal use or as the basis for a preliminary non-binding memorandum of understanding or “heads of terms” before executing a binding agreement. You are also advised to review your intellectual property portfolio and obligations in relation to intellectual property when considering licensing.

N.B. This document is a checklist of the principles to be agreed before an IP licence is drafted. It is not binding on either the licensor or the licensee. It is intended only to assist the parties to identify any major issues early in their negotiations.



SUBJECT	POSSIBLE APPROACH (for discussion)	ANSWERS/NOTES/ COMMENTS
<b>Parties</b>	<p>Name, company number (if applicable) and registered office/principal place of business of the licensor.</p> <p>Name, company number (if applicable) and registered office/principal place of business of the licensee.</p> <p>Will other members of the licensee's group of companies be able to use the IP?</p> <p>If 'yes', will the licensor grant the right to use directly to other members of the licensee's group, or will the licensee grant sub-licences to its group?</p>	
<b>What is being licensed</b>	<p>What is the main IP being licensed?</p> <p>Is the IP capable of registration and should that be put in place before proceeding?</p> <p>Is there any other IP that the licensee will need to be able to use to benefit from the licence?</p> <p>What know-how or other confidential material is the licensee being permitted to use?</p> <p>Does any of the IP belong to someone other than the licensor? If it does, does the licensor have the right to license it?</p> <p>Are there any terms and conditions that apply to any of the IP which has been licensed in that must be carried through to the licence?</p> <p>If the IP is jointly owned by the licensor and another person, does the licensor have the right to license the IP?</p>	



SUBJECT	POSSIBLE APPROACH (for discussion)	ANSWERS/NOTES/ COMMENTS
<p><b>Rights granted/ Restrictions imposed</b></p> <p><b>(These issues should be addressed in relation to each piece of IP being licensed)</b></p>	<p>Will the licence be:</p> <ul style="list-style-type: none"> <li>• exclusive (licensor may not use the IP);</li> <li>• non-exclusive (licensor may use the IP and grant other licences); or</li> <li>• sole (licensor may use the IP but will not grant other licences)?</li> </ul> <p>May the licensee grant sub-licences to others?</p> <p>Will the licensee be restricted to using the IP for:</p> <ul style="list-style-type: none"> <li>• personal/private use;</li> <li>• academic teaching/research;</li> <li>• non-profit making purposes; or</li> <li>• other limited purposes?</li> </ul> <p>Will the right to use the IP be restricted to:</p> <ul style="list-style-type: none"> <li>• one or more particular fields of use;</li> <li>• one or more distribution channels;</li> <li>• one or more specific territories?</li> </ul> <p>May the licensee transfer (assign) the licence freely or only with the licensor's permission?</p> <p>May the licensee use the IP to provide services to others?</p> <p>May the licensee manufacture and sell products?</p> <p>May the licensee import products?</p> <p>May the licensee use the IP to carry out a process?</p> <p>What rights and restrictions will apply in respect of:</p> <ul style="list-style-type: none"> <li>• copying works;</li> <li>• modifying/adapting/translating works;</li> <li>• making improvements;</li> <li>• incorporating into another work/with other IP;</li> <li>• publication and distribution;</li> <li>• sharing with others;</li> <li>• using only on/with a specific platform or device?</li> </ul>	

SUBJECT	POSSIBLE APPROACH (for discussion)	ANSWERS/NOTES/ COMMENTS
<p><b>Rights granted/ Restrictions imposed</b></p> <p><b>(These issues should be addressed in relation to each piece of IP being licensed)</b></p>	<p>How will improvements be identified?</p> <p>Who will own the IP in any improvements/developments/ modifications/translations?</p> <p>Will there be any license back of improvements/developments/modifications/translations?</p> <p>Will competition law affect the terms of a licence?</p>	
<p><b>Fees and Payment</b></p>	<p>How will the licensor and licensee each realise benefit from the licence?</p> <p>Is the licence part of a larger transaction involving other sources of commercial benefit or trading of IP? If yes, what is the nature of that transaction?</p> <p>Will there be one or more lump sum payments?</p> <p>If yes, how much will be paid and when?</p> <p>Will there be ongoing payments or royalties?</p> <p>If yes, how are they to be calculated, e.g.:</p> <ul style="list-style-type: none"> <li>• by reference to use or items manufactured or sold; or</li> <li>• a pre-determined periodic payment?</li> </ul> <p>Under what circumstances (if any) and by how much may these payments or royalties be increased? Will they be indexed-linked?</p> <p>When will these ongoing payments and royalties start?</p> <p>How frequently will they be calculated and paid?</p>	



SUBJECT	POSSIBLE APPROACH (for discussion)	ANSWERS/NOTES/ COMMENTS
<b>Fees and Payment</b>	<p>Are there any minimum payments? If yes, what are they?</p> <p>Will the licensee have to meet any sales or other targets?</p> <p>How will any targets be reviewed during the licence period?</p> <p>What will be the consequences of not meeting any targets (e.g. loss of exclusivity or termination of the licence)?</p> <p>Will the licensor have the right to audit the licensee's books?</p> <p>At what rate will interest be paid on late payments?</p>	
<b>IP Protection and Infringement</b>	<p>Will the licensor or the licensee be responsible for registering any IP, or renewing any existing registration?</p> <p>Who will bear the costs of the above?</p> <p>Will the licensor or the licensee be responsible for pursuing any infringers?</p> <p>Who will bear the costs of the above?</p> <p>Will the licensor give the licensee any indemnity against the infringement of third party IP?</p> <p>Will the Licensee give the licensor any indemnity against third party claims resulting from the licensee's act or omission?</p>	
<b>Confidentiality</b>	<p>What information of the licensor is to be kept confidential?</p> <p>What information of the licensee is to be kept confidential?</p> <p>Is confidential information to be kept confidential indefinitely or for a definite period?</p> <p>If the latter, what period?</p> <p>Is either party subject to the Freedom of Information Act?</p>	

SUBJECT	POSSIBLE APPROACH (for discussion)	ANSWERS/NOTES/ COMMENTS
<b>Warranties and Liability</b>	<p>Will the licensor give any warranty:</p> <ul style="list-style-type: none"> <li>• as to its ownership of the IP/ its right to license;</li> <li>• that the licensed IP will not infringe third party rights;</li> <li>• that the licensed IP/material will comply with specification;</li> <li>• in relation to anything else?</li> </ul> <p>Will there be any financial cap of the liability of the licensor?</p> <p>Is liability for loss of profits, business, contracts etc. to be excluded?</p> <p>Is that exclusion to apply where an indemnity has been given?</p>	
<b>Other Issues</b>	<p>Is the licence:</p> <ul style="list-style-type: none"> <li>• of indefinite duration (for the life of the IP);</li> <li>• for a fixed period (and if it is what is that period)</li> <li>• terminable by either party giving notice to the other (and if so under what circumstances)? It is assumed that the licence will be terminable for breach of contract or insolvency of a party.</li> </ul> <p>May the licensor terminate if there is a change in the ownership of the licensor?</p> <p>What will happen on the termination/ expiry of the licence?</p> <p>Are any provisions of the licence agreement to continue after termination/expiry and for what period?</p> <p>Who will be the contact point for each party and how can they be contacted?</p> <p>What support and training will the licensor provide to the licensee?</p>	



## History and Acknowledgements

A Review of Intellectual Property for Her Majesty's Treasury by Andrew Gowers recommended that the Intellectual Property Office should develop resources to assist small businesses in conducting Business-to-Business IP licensing. To develop this project the Intellectual Property Office set up a working group of external stakeholders with experience of, or an involvement in, IP licensing. We would like to express our sincere thanks to representatives of the following organizations for participating in this work.

Anderson & Co  
Animus  
Biomedical Business Partners  
BP plc  
British Design Innovation  
British Library  
CBI  
Ceres Power Ltd  
Compugen Ltd  
Ideas 21  
Institute of International Licensing Practitioners

Institute of Patentees and Inventors  
Intellectual Assets Centre, Scotland  
Law Society  
Licensing Executives Society  
London Development Agency  
NESTA  
NHS National Innovation Centre  
Northwood Reid  
Procter and Gamble  
Trademark Patents and Design Federation

# Useful Contacts

The following list contains some contact details you may find useful. It is not a full list but it does provide a good starting point.

## **The British Chambers of Commerce**

Website: [www.chamberonline.co.uk](http://www.chamberonline.co.uk)

Phone: 0207 654 5800

## **Flexible Support for Business (Wales)**

Website: [www.fs4b.wales.gov.uk](http://www.fs4b.wales.gov.uk)

Phone: 03000 603 000

## **Business Gateway (Scotland)**

Website: [www.bgateway.com](http://www.bgateway.com)

Phone: 0845 609 6611

## **The British Library Business & IP Centre**

Website: [www.bl.uk/bipc](http://www.bl.uk/bipc)

Phone: 02074 127 454

## **Business Link (England)**

Website: [www.businesslink.gov.uk](http://www.businesslink.gov.uk)

Phone: 0845 600 9006

## **CBI**

Website: [www.cbi.org.uk](http://www.cbi.org.uk)

Phone: 02073 797 400

## **The Chartered Institute of Patent Attorneys**

Website: [www.cipa.org.uk](http://www.cipa.org.uk)

Phone: 02074 059 450

## **Companies House**

Website: [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

Phone: 03031 234 500

## **Creative Commons**

Website: <http://creativecommons.org>

**The European Patent Office**Website: [www.epo.org](http://www.epo.org)

Phone: +0049 89 2399 4636

Phone: +0049 89 2399 0

**Innovators Counselling and Advisory Services  
for Scotland (ICASS)**Website: [www.icass.co.uk](http://www.icass.co.uk)

Phone: 01415 728 395

**Institute of International Licensing Practitioners**Website: [www.iilp.net](http://www.iilp.net)

Phone: 01296 728 136

**The Institute of Trade Mark Attorneys**Website: [www.itma.org.uk](http://www.itma.org.uk)

Phone: 0207 101 6090

**Intellectual Asset Centre (Scotland)**Website: [www.ia-centre.org.uk](http://www.ia-centre.org.uk)

Phone: 0141 243 4920

**Institute of Patentees and Inventors**Website: [www.invent.org.uk](http://www.invent.org.uk)

Phone: 08712 262 091

**Intellectual Property Awareness Network**Website: [www.ipaware.net](http://www.ipaware.net)**Invest Northern Ireland**Website: [www.investni.com](http://www.investni.com)

Phone: 0289 023 9090

**Licensing Executives Society**Website: [www.les-bi.org](http://www.les-bi.org)Contact: [les@les-bi.org](mailto:les@les-bi.org)**Office for Harmonisation in the Internal Market**Website: [www.oami.europa.eu](http://www.oami.europa.eu)

Phone: +0034 96 513 9100

**Intellectual Property Office  
Information Centre**

Website: [www.ipo.gov.uk](http://www.ipo.gov.uk)  
Phone: 0300 300 2000

**UK Trade and Investment**

Website: [www.uktradeinvest.gov.uk](http://www.uktradeinvest.gov.uk)  
Phone: 0207 215 8000  
Phone: 0870 872 9000



We welcome your feedback on this booklet.

If you would like to send us your comments or require any further information please email us on:  
B2Blicensingfeedback@ipo.gov.uk

Alternatively please visit our web-site or call our Information Centre on:  
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NP10 8QQ

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[www.ipo.gov.uk](http://www.ipo.gov.uk)

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Revised: Nov 10

WS0041DPS/C450/11-10



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