

WIPO Green Licensing Checklist

Before you begin...

Important: This checklist can help to identify the issues that you will encounter in negotiating an agreement (contract) that relates to intellectual property and technology. [Part I](#) addresses the most relevant items to be considered for a license agreement. [Part II](#) lists some additional points for development collaborations. This checklist is neither exhaustive nor is it a substitute for professional legal advice. It is made available in editable form so that you can adapt it to your specific needs. A list of [References and Resources](#) at the end of this checklist provides a selection of links to further information.

This checklist generally assumes that you are a prospective “licensee”, i.e., a person or an entity that seeks an agreement to use proprietary technology that is protected in some respect by intellectual property (IP) rights. If you are a prospective “licensor”, that is a person or entity that owns technology protected by IP rights, you can still use this checklist, but keep in mind that many of the checklist items are written from the licensee’s perspective. In a few appropriate places, the checklist addresses an issue from the perspective of a licensor.

The order of items in [Part I](#) of this checklist is organized in a certain way to make it easier and clearer for you to see and think about the issues. Tackle the issues in this order.

- [Section 1](#) is about the **kind of agreement** you are negotiating. This is important. Do not skip over it.
- [Section 2](#) is about the **subject matter of the license agreement**—the **WHAT** of the agreement. What technology and IP do you want? These issues are important and not always appreciated as difficult issues.
- [Section 3](#) is about your **rights as a licensee**—the **HOW** of the agreement. How can you use the technology/IP? These issues are complicated, detailed, and important because they affect the value of the license.
- [Section 4](#) is about the **financial terms**—**HOW MUCH** you as a licensee will pay and what risks both licensor and licensee will take. This issue is what people always jump to in negotiation, but in practice it is not the most difficult to resolve. Do not jump to financial issues until you have covered the first three sets of issues because the financial terms are determined by the **WHAT** ([Section 2](#)) and the **HOW** ([Section 3](#)).
- [Section 5](#) is about certain **concluding contract clauses**, such as how the agreement can be **terminated**, how **disputes** will be addressed, how to **interpret** the agreement, etc. You might say this is the **WHERE** of the agreement, because these terms may govern whether disputes will be resolved in court or arbitration, what country law applies if the contracting parties originate from different jurisdictions, where you will have jurisdiction to enforce the agreement, etc.

Part I – License agreements

Part I – License agreements

Section 1 – Kind of agreement

Section 1 is about the kind of agreement you are negotiating. This is important. Do not skip over it.

- Is the intended agreement a license agreement or some other kind of agreement?

Checklist applies

- Does the agreement contain consent to use subject matter which is protected by some kind of IP in some way? If yes, this checklist applies.

Checklist does not apply

- Is the agreement solely for the sale or purchase of a good or receiving or giving a service? If yes, then it is not a license agreement and this checklist does not apply.
- Is the agreement for you, party A, to do work for party B (e.g. as an employee or service provider)? If yes, that is not a license agreement and this checklist does not apply.
- Is the agreement called a license, but does not mention any subject matter that is protected by IP? Or does it mention IP that is not protected in the country where the desired technology will be made, used or sold? Then it is not a license agreement and this checklist does not apply.
- Is the agreement for consulting services, where party A advises party B and gives non-confidential information and know how? If so, it is not a license agreement and this checklist does not apply.
- Does the draft agreement clearly create a binding obligation on a material term? Is it an agreement to agree in the future about something important (e.g. “The parties will meet to discuss in good faith the royalty rate”)? Is it a Memorandum of Understanding or Letter of Intent? If yes to any of the questions in this bullet, this is not a license agreement at all and the checklist does not apply. A license agreement sets forth definitive agreements on all material terms.

Other issues

- Is the agreement for the development of a technology that does not exist or is incomplete? If so, it is a development agreement. But it probably also contains terms regarding IP used in the development and terms regarding who will own the IP in the newly developed technology, and whether either party will have a license to use the IP in the newly developed technology. If so, it is a combination development agreement and license agreement, and this checklist applies. All items at [Part I](#) and in addition at [Part II](#) of this checklist apply.

Part I – License agreements

- Have you identified the right parties? Did you check whether the intended licensor in the agreement actually owns the rights or has the right to license the IP protected technology? A sales subsidiary of a large company, for example, or an affiliate may not have the right. Often in international deals, negotiations will begin and continue with one party represented by the national sales office, but this office does not necessarily own the IP. Similarly, it happens that an affiliate is incorrectly included in a license, and the licensor does not realize this or neglects to notice. It is important to ask the question and to be clear about who has the authority and to identify right holder the agreement..

Preparation

- Have you prepared for the negotiation by answering for yourself the following questions:
 - What do you need from this agreement in order to fulfil your objectives?
 - Do you know what IP (patents, patent applications, trade secrets, technical documents or software protected by copyright, designs, trademarks, etc.) you own and what IP the other party owns?
 - What do you need to do with the technology on which IP is owned by a third party in order to meet your business objectives?
 - What do you need to know about the way in which the technology should be managed or implemented? Would the licensor provide standard operating procedures or a manual on how the technology is to be applied or used? Does the licensor have an obligation to share future know how and, if so, under what conditions and terms?
 - What bargaining power do you have in the negotiation? The most common elements of bargaining power are human capital (employees), financial capital (money), market capital (ability to help exploit a geographic or sector market) or IP (ownership of intellectual capital through IP rights).
 - Have you outlined your positions on all of the material terms that will be negotiated? Use the checklist to do this well in advance of the negotiation.

Part I – License agreements

Section 2 – License subject matter

Section 2 is about terms relating to the subject matter of the agreement—the **WHAT** of the agreement. What technology and IP do you want? These issues are important and not always appreciated as potentially difficult issues.

Note: A license must be for subject matter that is protected by some kind of IP. There is no such thing as a license to technology per se because there are no legal restrictions on using technology that is not protected by IP. **Only technology protected by IP can be subject of a license.** If the technology is not protected by IP of any kind, you do not need a license. So you must know the IP. This is important because you do not want to pay for rights that you are not receiving. If there is some IP in the technology, but other aspects of the technology are not protected, you only need a license for the IP protected part of the technology. It may be possible that IP protection is pending and an application may result in the (near) future in a granted IP right. Such a situation may be considered in the license agreement in two ways: the IP application might mature in a grant of an IP right, or the application might be refused.

Patents

- Is the subject matter protected by IP rights, such as patents that are identified by name or number?
- If the answer to the question above is yes, are the patents granted in the country where you plan to make (or have made) the patented products, to otherwise use the patented technology, to perform the services or sell the patented product or service?
- Is a patent application (patent has not yet been granted) identified as a relevant IP right? If so, check the law of the country where the future granted patent would have impact on your planned activity to see if, under the applicable law, patent applications can be licensed as such. Generally, patent applications are published 18 months after they have been filed. Before publication, the content of a patent application is confidential and not available to the public. The patent applicant may voluntarily disclose that information on the basis of a confidentiality agreement. In this context, it might be possible to license patent applications as “trade secrets” for a limited period of time.
- Does the license agreement contain clauses providing for the contingency that the patent will not be granted?

Other intellectual property

- Is the subject matter of the license some other kind of IP that is not a patent, such as
 - copyright which protects for example software (object and source code), original technical documentation, or a database (must be more than a listing of factual information, the organizational design must be original);
 - industrial design rights which protect the functional design of a product;

Part I – License agreements

- trademarks which protect for example names, logos, and business names;
- plant variety rights (in some countries) or plant patents (for asexually reproduced plants, other than tubers, US only); or
- trade secrets which protect for example valuable confidential information, such as confidential business and technical information and know how.

Note: If the subject matter of the license is one or more of the items above, then it should be identified specifically in the license agreement. A hybrid or product license usually includes a bundle of different types of IP. See next question.

Product license

- Does the agreement cover all of the IP that protects a certain technology or product? If so, this is a “product license” (also sometimes called a hybrid, technology, package, or manufacturing license). In a product license, the relevant IP might not be identified so that you have to make sure that the technology is accurately and specifically described in a way that you can do your intended business.

Mutual intellectual property rights

- Do both parties have some kind of IP that would be included in the license agreement? As licensee, will you confer IP rights to the licensor in the same license agreement? If so, is this a cross-license?

Further developments

- Does the subject matter include items that have not yet been created, but may result from the further development by the licensor, such as future new versions, new technologies or new inventions? Hence, does the license agreement refer to IP that has not yet been created? Consider whether the inclusion of future IP might be necessary for your business activity, for the manufacture of products or other use of the licensed technology. If such improvements are contemplated be aware that such provisions are difficult to value (see [Section 4](#) below) and can be burdensome or unfair to the licensee. On the other hand, clauses referring to future IP rights provide particular incentives to a licensor and, if handled as options may have great value for both.
- Would you, as the licensee, intend to make improvements to the licensed product or technology over the term of the agreement? What does the license agreement provide with respect to your future IP potentially resulting from your improvements?
- Does the agreement call for one or more of the parties to develop technology over the term of the agreement? Is there a commitment to collaborate on development? If so, this is a development collaboration agreement, and has additional terms. See [Part II](#) of the checklist that deals with the additional terms applicable to a development collaboration agreement.

Part I – License agreements

- Is there a provision that gives you a right to be first offered any new technologies and IP that is related to the licensed IP (so called right of first refusal option)? Is this important to you? If yes, how long do you have (e.g. two months to conclude an agreement before the licensor can begin negotiations with another party).

Example: A chart like the one used in the example below may serve you as a tool to identify what IP and other subject matter could be included in a license agreement. You may wish to fill in such a chart in preparation for any licensing negotiations.

Subject matter	Party A	Party B
Patents	---? Maybe a license to a patent protected technology—check into this	Patent No. 222444555 USA
Copyright works	---	Protocol X Technical manual for manufacturing; specifications for robotics
Utility models	---	---
Design		Design for plastic enclosure for 2016 product
Trademarks	---	Logo for use by party A
Trade secrets/IP know how	Confidential vendor list; database about local distributors	
Non-IP know how (advice, guidance)		30 hours of tech support

Part I – License agreements

Section 3 – License grants

Section 3 is about your rights as a licensee—the **HOW** of the agreement. How can you use the technology/IP? These issues are complicated, detailed, and important because they affect the value of the license.

Note: This is the **HOW** of the agreement. How will you use the IP subject matter? How will you use the technology in order to meet your business objectives? Think of the license grant clause as a valve that the licensor controls. How much will the licensor open up the valve? Or will the licensor control the use tightly? The IP gives the licensor the ability to open or close the valve. Will the license grant have a big or a small scope? Keep in mind that the scope of the license affects the financial terms in [Section 4](#) below.

Rights granted

- Does the agreement say that the licensor grants to the licensee the right to perform a certain activity? That is the grant clause.
- Does the grant clause meet your needs?
- If the subject of the license includes a patent, the license grant must say that the licensor grants the rights to one or more of the following: “make, have made, use, offering for sale, sell, import.” If you want the right to make the patented product, the license must state this clearly. If you want the right to have a third party make it, again the license agreement must say this. The same applies for use and sell.
- If the subject of the license includes copyrighted works, the license grant must say that the license grants one or more of the following rights: “reproduce, copy, display, modify, sell, transfer, translate, make derivative works, etc.”
Note: If the subject matter is a technical documentation, no license is needed just to read it. A license is needed if you want to exercise one of the “grants” listed here above.
- If the subject matter of the license includes trademarks, normally the license grant must say that the licensor grants the right to “display and use the mark in connection with the sale of the products or the offering of the services.” The licensor may also require the licensee to allow it to monitor the quality of products. This is typical when trademarks are licensed.

Exclusivity

- Do you need an exclusive license to the IP subject matter in order to meet your business objectives? Is it OK if the licensor uses the IP subject matter too (sole license)? Or should only you/your company use the IP protected subject matter (exclusive license)?
- If you are a licensor who is granting an exclusive license, did you envisage how to protect your interest in the case of dishonest and/or inefficient licensee? You could think for example of a limited duration of the contract, minimum royalties or a performance report.

Part I – License agreements

Oversight

- If you are a licensor, do you want the licensee to use the technology in a specific way and to reach out to specific recipients? For example, are you interested in the licensee in order to access both commercial and non-commercial markets to achieve social or humanitarian objectives? You could request the licensee to periodically report on the use of the licensed technology to assist you in assessing whether your specific goals with that license are met.
- Are stewardship aspects important for either licensor or licensee? If so, the parties should give care in defining objectives and standards to measure stewardship and agree on specific reporting procedures.

Limitations

- Is your license grant worldwide or only in a specified territory?
- If you want to obtain exclusive rights, can the exclusivity be limited to a geographic territory (e.g. Europe, but not North America), a period of time (e.g. two years, then non-exclusive use) or a field of use (e.g. for microalgae and not for cyanobacteria, only for manufacturing of biodiesel and not for other industrial oils).
- Is your license grant for any field of use or only in a specified field of use?
- Is your license grant irrevocable, so that even if the license is terminated for breach, you still have the license right?
- Is your license grant royalty bearing or fully paid up?
- Does the subject matter include open source software (OSS)? If so, is the OSS license compatible with the intended business model for sales of the product or technology? Does the OSS license and use of the OSS with proprietary software result in the mandatory royalty free licensing of IP which is incompatible with the license agreement?

Sub-license

- Do you need the right to sub-license all or part of your license rights to third parties (such as any of your sub-contractors)?
- If sub-licenses are allowed, does licensee need to fulfil certain conditions (e.g. different terms for commercial and non-commercial entities; limited exclusivity or territory with respect to competitors, technological fields, territories)?
- Would licensor retain the right to review, approve or refuse sub-licenses? If so, what criteria would be applied and under which time frame would licensor need to provide consent?

Part I – License agreements

- Can you transfer (sell) your license rights to a third party or are the license rights non-transferable? This issue often comes up twice, here and under termination clauses (see [Section 5](#)).
- As licensor do you need some administrative control measures over the receiving royalties from sub – licensees?

Further developments

- Does the license require you to grant back licenses to the licensor for IP that covers any modifications/improvements that you make to the license subject matter? Such “grant backs” can be burdensome on the licensee, may hinder technology development, and may be considered anti-competitive in some exclusive license situations. On the other hand, grant back licenses might provide particular incentives to a licensor. As an option the licensee may commit not to assert such new intellectual property rights against the licensor.
- Is either party required to inform the other of any new inventions, works or products related to the license subject matter?
- In case of any such innovation, are there any terms on the filing, ownership, sharing, using of related IP?
- Are you as licensee going to grant a cross-license to the other party? If so, to what subject matter specifically? And what should the scope of the license be?

Part I – License agreements

Section 4 – Financial terms

Section 4 is about the financial terms. **HOW MUCH** you as a licensee will pay and what risks both licensor and licensee will take. This issue is what people always jump to in negotiation, but in practice it is not the most difficult to resolve. Do not jump to financial issues until you have covered the first sets of issues because the value is determined by the **WHAT** (Section 2) and the **HOW** (Section 3).

Note: This is the **HOW MUCH** of the agreement, but it also includes terms that relate to how payments will be made and also to risk allocation such as warranties, indemnities and insurance. The payment terms may be combined in a mix and match (some initial payments, some royalty, some premium, etc.).

Payments

- Is there a lump sum payment (a one-time single payment by the licensee to the licensor in exchange for the license grant)?
- If you are the licensee will you pay an initial license fee? If so, when? At the time of execution (signing) of the agreement; a month after execution; several times?
- If this is a development and license agreement, will one party pay instalment payments that are keyed to achievement of the milestones?
- As licensee, will you pay royalties? If yes, will the royalty be a per unit royalty or a percentage of revenues?
- If the royalty will be a per cent of revenues, what per cent?
- What is the royalty base: the end user product that practices the IP in the license or a component of the product? The best way to explain this is by example: If the IP is a patent on a new part of a helicopter rotor blade, is the royalty base the part, the rotor blade or the helicopter? Obviously, a 5% royalty on the sale of the helicopter is more than a 5% royalty on the new part, and the seller and buyer may be different, so this must be clear in the license agreement.
- Will the percentage royalty be applied to net sales of the royalty base product or gross sales?
- How do you define net sales or gross sales? Gross sales are usually defined as all revenues from the sale of the royalty base product. Net sales is what is left after the licensee has deducted various expenses like product returns, shipping, logistics, etc. If the agreement is using net sales, it must define this term clearly. Also, if the agreement uses net sales to determine royalty payments, the licensor must reasonably be able to verify the deductions from gross revenues.

Part I – License agreements

- Is it in the interest of the licensee or the licensor to vary the royalty over time or volume (e.g. the royalty rate “ramps” (increases) over the term or decreases)?
- If the license grant permits you to sub-license, will you pay a sub-licensing royalty to the licensor? How?
- By what means will you make payments: wire transfer, check, in what currency, to what address/bank?
- Generally, the licensee agrees to submit a report to the licensor, especially to provide the basis for verification of royalties. Are the reporting obligations appropriate for checking on royalty payments, or do they include irrelevant or overly broad information?
- Does the agreement have a format for royalty payments? Is it too detailed or is it realistic?
- Same question for inspections: Does the licensor request the right to inspect your premises? How would any inspections be announced or carried out? Is any such right limited to inspection to determine if the right amount of royalties was accounted for in the report and paid? Who will pay for the audit if done by a professional auditor?

Warranties

- If you have an exclusive license, will you guarantee a certain minimum annual or quarterly amount of royalties to your licensor? This is common for exclusive licenses as an alternative to giving the licensor the right to terminate exclusivity if the licensee does not perform well (see Termination, [Section 5](#) below).
- Does the licensor warrant that the IP is valid? This can create liability for the licensor if a third party claims that the technology infringes its IP rights.
- Does the licensor provide you with an indemnity in case a third party sues you for infringing the licensed IP? Indemnity terms are complicated and require careful legal review.
- What happens to your financial obligations if the licensed IP is invalid (e.g. the patent expires or is invalidated by a court)? The agreement should provide that you no longer have to pay and possibly that you get a refund unless you have enjoyed a benefit.
- Which party has the obligation to pay to maintain the IP in force? Unless the license is exclusive, the agreement generally says that the licensor must do this.
- Must the licensor file for patent protection in other countries and if so, in which other countries?

Part I – License agreements

- Which party has the obligation to enforce the licensed IP rights against third party infringers? Usually this is the licensor and the agreement must so state. Otherwise, you may have paid for a license, but will have to compete with an infringer who has not paid.

Valuation

- Can you do a formal valuation of the IP that is being licensed? Is it worth the cost?
Note: Formal valuation is not always necessary or possible, but the following questions relate to the four most common ways to assess value.
 - For income method, you need to be able to estimate the revenues attributable to the licensed IP. This is not always possible to do in an accurate manner because of uncertainties related to how the technology will work, whether the technology will be valuable, whether other IP will replace the licensed IP, etc.
 - For comparable method, you need to be able to find similar IP in your industry and find out how much licensees are paying for the same IP rights as you want to obtain in your agreement.
 - For cost method, you need to be able to estimate the cost to you of developing the IP and technology to replace the licensed subject matter.
 - As a practical method, if you are the licensee, how much cost can you afford to add to your cost of goods sold, to compensate the licensor, without losing your profit?
- If multiple IP rights are being licensed (so called royalty stacking), does it make sense to have different royalties for each type of IP license? It may be useful if there are only a few patents that are near the end of the term and would expire before the license agreement expires.

Part I – License agreements

Section 5 – Dispute resolution and miscellaneous terms

Section 5 is about certain concluding contract clauses, such as how the agreement can be **terminated**, how **disputes** will be addressed, how to **interpret** the agreement, etc. You might say this is the **WHERE** of the agreement, because these terms may govern whether disputes will be resolved in court or arbitration, which country's laws apply if the contracting parties originate from different jurisdictions, where you will have jurisdiction to enforce the agreement, etc.

Dispute Resolution

- If there is a dispute, and the parties are from different countries, what country's law will apply?
- Will any disputes that arise be decided by a public court or an arbitrator? The parties can set forth in the license agreement that disputes will be decided by arbitration, but in some jurisdictions it may not be possible to exclude a public court from adjudicating a dispute. The parties can also agree in the license agreement that they would like a judicial court to decide any disputes between the parties.
- If by a court, what is the preferred venue (the convenient place)? The court decides whether it has jurisdiction so that is not normally decided in the agreement. However, there are jurisdictions that leave the parties of an agreement, possibly under certain conditions, the choice of the place where the case has to be pursued.
- If arbitration, what arbitration service provider? In what language? Who will pay the arbitration fees and costs?
- If arbitration, will the decision be final? Even if arbitration is generally final and binding, there may be national law under which a review of the arbitration decision by a public court may not be excluded.

Term

- What is the term of the agreement? An example could be: two years from the effective date).
- What provisions will "survive" the term of the agreement (sometimes confidentiality, dispute resolution)?

Termination

- Can either party terminate the agreement without cause ("for convenience" before its term expires)?
- What will happen to your business if the licensor terminates like this?
- Can the licensor terminate your exclusive license if you fail to meet certain levels of sales or other requirements?

Part I – License agreements

- What happens to the agreement if one party goes bankrupt? In many cases, the license agreement does not decide this. However, that may depend on the applicable law. Under the law of some countries, parties may agree that the license ends in the case of insolvency. But, such clause may be also void under the applicable law of other countries.
- If software is being licensed, in the case of bankruptcy does a source code escrow agreement make sense for the licensee?
- Can the licensor assign the agreement to another party?
- Can you assign your license rights to another party (e.g. if your company is acquired)? This issue often comes up twice, here and for the grant clauses (see [Section 3](#)) which usually say something about “non-transferable” or “transferable” rights.
- Does the agreement contain a defensive termination provision that permits the licensor to terminate the license if you contest the validity of the licensed IP or even if you bring a suit against the licensor for something unrelated? These provisions often sound reasonable, but they can be unfair and overbearing on small licensees.

Confidentiality and Publicity

- Can you disclose information about the licensed IP to the public?
- Can you publicize the fact that you have the license to the public? Is this important for your marketing?
- Or vice versa? Is it important for the licensor not to disclose the license?

Part II – Development collaborations

Part II – Development collaborations

In some cases, the parties may agree that one or both will commit engineering/technical staff to a development project during the term of the agreement. This is generally referred to as a development collaboration. Such an agreement will usually contain IP ownership and license provisions dealing with how any new IP created during the collaboration (foreground IP) will be handled. A development agreement may also include provisions giving license rights to IP of the parties that was already in existence at the time the agreement was entered into (background IP).

Note: Terms that are capitalized below are used often in development agreements and are defined in the definitions section of the agreement.

The following checklist is not exhaustive, but you should know that in addition to the license provisions a development collaboration agreement has the following issues:

- Who will do the development work (the work)?
- There is usually a Statement of Work (SOW) that is an appendix to the agreement and is incorporated therein. It is a chart that shows which party will do what actions by when.
- Are there deliverables that must be delivered by one or both parties and an applicable time schedule?
- Is there a specification that details a technical standard that must be met by the party doing the work? Or is the agreement open-ended without particular deliverables or a specification?
- If the agreement has a specification, are there test and acceptance procedures? What happens if one party does not pass the test? Does the agreement terminate or can the defaulting party cure?
- Are there installment payments that one party pays to the other for the Work?
- Who will own foreground IP?
- Who will get license rights to foreground IP? Here, there are all the variations set forth in [Section 3](#) of [Part I](#) above.
- Will the parties give licenses to each other to use background IP to the extent needed to make and sell the technology product that is being developed?
- Who will decide on management and enforcement of the foreground IP (e.g. where patents will be filed? Who will pay?)

References & Resources

References & Resources

From the World Intellectual Property Organization (WIPO)

Alternative Dispute Resolution (ADR) in Research and Development/Technology Transfer

<http://www.wipo.int/amc/en/center/specific-sectors/rd/>

Intellectual Property Handbook: Policy, Law and Use (WIPO, 2004, 2008)

<http://www.wipo.int/about-ip/en/iprm/>

IPAG (Intellectual Property Agreement Guide) Model Agreements

<http://www.wipo.int/amc/en/center/specific-sectors/rd/ipag/>

Patent Drafting Manual (WIPO, 2005)

http://www.wipo.int/edocs/pubdocs/en/patents/867/wipo_pub_867.pdf

Successful Technology Licensing (WIPO, 2015),

http://www.wipo.int/edocs/pubdocs/en/licensing/903/wipo_pub_903.pdf

From others

CC Wiki Model Patent License

http://wiki.creativecommons.org/Model_Patent_License

Cynthia Cannady, Technology Licensing and Development Agreements,

<http://www.lexisnexis.com/store/catalog/booktemplate/productdetail.jsp?pageName=relatedProducts&prodId=prod-us-oxf-04637-Softbound>
(not available online)

Danish Patent and Trademark Office

IP Trade Portal

<http://www.ip-tradeportal.com/>

Standard contracts on exclusive and non-exclusive licensing

<http://www.ip-tradeportal.com/entering-agreements/standard-contracts.aspx>

Federal Ministry of Economics and Technology (BMWi): The Sample agreements for research and development cooperation - Guidelines for cooperation between the academic sector and industry

<http://www.bmwi.de/Dateien/BMWi/PDF/mustervereinbarungen-fuer-forschungs-und-entwicklungskooperationen.property=pdf,bereich=bmwi2012,sprache=de,rwb=true.pdf> (available in German)

International Chamber of Commerce (ICC)

Model Contract , ICC Model International Transfer of Technology Contract

(ISBN: 978-92-842-0023-8); the International Chamber of Commerce has prepared this model International Technology Transfer Contract. It is designed for use by non-specialists in the area who are seeking reliable guidance and an adaptable contractual framework

<http://www.iccwbo.org/products-and-services/trade-facilitation/model-contracts->

References & Resources

[and-clauses/technology-transfer](#) (not available online)

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<http://store.iccwbo.org/content/uploaded/pdf/ICC-Model%20International-Transfer-of-Technology-Contract.pdf>

Intellectual Property Office of the United Kingdom

<https://www.gov.uk/government/organisations/intellectual-property-office>

IP for universities: guidance, tools and case studies, 27 July 2015

<https://www.gov.uk/government/collections/ip-for-universities-guidance-tools-and-case-studies>

The Lambert toolkit is for universities and companies that wish to undertake collaborative research projects with each other.

<https://www.gov.uk/guidance/lambert-toolkit>

IP Handbook of Best Practices

<http://www.iphandbook.org/index.html>

IP Handbook Checklist

Prepared for agriculture, but can easily be developed into a generic list with special annotations in future that are specific to agriculture, climate tech, health, etc.

<http://www.iphandbook.org/handbook/ch11/p11/>

Sample Agreements

<http://www.iphandbook.org/handbook/resources/Agreements/>

Onecle Inc. Business Contracts

<http://www.onecle.com/>

License Agreements

<http://contracts.onecle.com/type/32.shtml>

United Nations Industrial Development Organization (UNIDO)

Basic Cooperation Agreement

http://www.unido.org/fileadmin/media/documents/pdf/Legal/Basic_Legal_Documents_of_UNIDO/Model_Agreements/govt_and_unido/Basic%20Cooperation%20Agreement%20-%20E.pdf

Checklist, Manual on Technology Transfer Negotiations

(ISBN: 92-1-106302-7) Manual dealing with role of technology transfer in achieving competitiveness, technology market, intellectual property protection, and success factors in technology transfer; comprises modules covering stages of acquisition process, searching for technology, its evaluation, selection and procurement; negotiation, legal and contractual aspects; complex forms of technology transfer; industrial projects and strategic partnership.

http://legacy.intracen.org/dbms/tirs/TIR_Publication_EK.Asp?DS=MONOGRAPHS&TY=F&CD=10081&ID=20359 (not available online)

Model Agreements and Arrangements

<http://www.unido.org/index.php?id=7688>

US National Renewable Energy Laboratory (NREL)

<http://www.nrel.gov/>

WIPO Green Licensing Checklist

References & Resources

Negotiable Technology Licensing

http://www.nrel.gov/technologytransfer/licensing_agreements.html

US National Institutes of Health

<http://www.ott.nih.gov/>

Forms & Model Agreements

<http://www.ott.nih.gov/forms-model-agreements>

Model License Agreements

<https://www.ott.nih.gov/resources#MLA>