

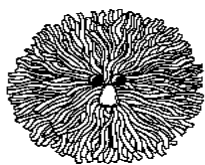
Focus Brevetto per invenzione



Brevetto per invenzione

Invenzione + Nuova + Inventiva

Una palla divertente da usare, facile da prendere con aspetto carino



Cosa puoi proteggere?

- "divertente da usare" →
- "facile da prendere" →
- "aspetto carino" →



Brevetto per invenzione

Come brevettare questa invenzione: rivendica!

Patent Claim: ~~"Una palla che è facile da prendere."~~

Rendere una palla facile da prendere è un problema tecnico.
I problemi non possono essere brevettati – ma le loro specifiche soluzioni SI!
Qual'è la **soluzione/aspetto tecnico** che rende la palla facile da prendere?

Patent Claim: ~~"Una palla comprendente una regione centrale e una pluralità di filamenti elasometrici che si irradiano dalla regione centrale"~~

Noi non vogliamo che chiunque possa aggirare il brevetto sostituendo la **"forma di palla"** con altro!

Patent Claim: "Uno strumento di divertimento comprendente una regione centrale e una pluralità di filamenti elasometrici che si irradiano dalla regione centrale"

La Ricerca di anteriorità ci mostrerà se l'invenzione, così come è stata rivendicata , è effettivamente nuova.



Brevetto per invenzione

Il tuo patent attorney ha trovato US 3,759,518, "Giocattolo per stimolo del piede", che divulga una invenzione simile.

United States Patent [19]
Mroz

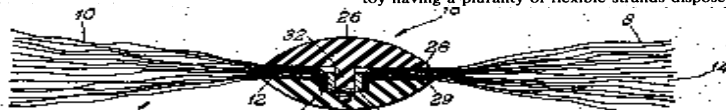
[11] **3,759,518**
[45] **Sept. 18, 1973**

[54] **FOOT IMPELLENT TOY**
[76] Inventor: **John M. Mroz**, 623 N.E. 2nd St., Hallandale, Fla. 33009
[22] Filed: **Oct. 13, 1971**
[21] Appl. No.: **188,902**
[52] U.S. Cl. **273/106 B, 273/58 A, 273/58 K**
[51] Int. Cl. **A63b 65/10**
[58] Field of Search **273/106 R, 106 B, 273/58; 15/181, 179**

FOREIGN PATENTS OR APPLICATIONS
763,695 5/1934 France 273/58 R
Primary Examiner—Richard C. Pinkham
Assistant Examiner—Paul E. Shapiro
Attorney—Dominik, Knechtel and Godula

[57] **ABSTRACT**
A unitary toy to be repeatedly kicked to keep the toy in play and away from play-ending ground contact, said toy having a plurality of flexible strands disposed in a

"... tale oggetto ha una pluralità di filamenti flessibili..."



Brevetto per invenzione

Compariamo le due invenzioni

La tua invenzione ha rivendicato

"Uno strumento di divertimento comprendente una regione centrale e una pluralità di filamenti elastometrici che si irradiano dalla regione centrale."

No novità



US 3759518

"Un giocattolo con il corpo a forma di discoche include.....una pluralità di filamenti flessibili che si irradiano dal centro ... con sufficiente e innata rigidità da mantenere la struttura di un piano circolare"



"... che si irradiano su una pluralità di piani con diverse angolazioni del centro"

- Nuovo!
- Inventive step (la modifica garantisce la nuova funzione di rendere l'oggetto facile da prendere

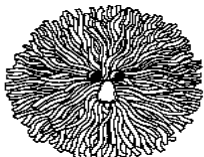
come acquisire novità???



Brevetto per invenzione

Rivendicazione per proteggere l'invenzione

"Uno strumento di divertimento comprendente una regione centrale e una pluralità di filamenti elastometrici che si irradiano dalla regione centrale su una pluralità di piani con angolazioni differenti"

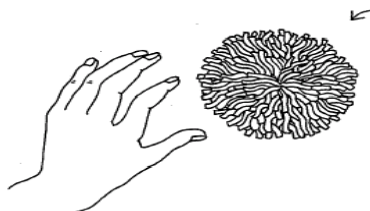


Patent Jargon

A volte, semplicemente, l'applicant non vuole che il suo brevetto o la sua domanda di brevetto venga trovata

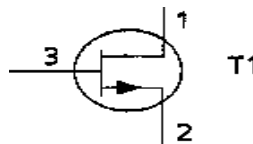
~~PALLA~~

"Oggetto sferico con filamenti molli per facilitare una presa sicura"



~~TRANSISTOR~~

"semiconductor switching device with a control electrode"



Brevetto: front page

(19) (11) **EP 2 210 542 A1**

(12) **EUROPEAN PATENT APPLICATION**

(43) Date of publication: 28.07.2010. Bulletin 2010/30 (51) Int. Cl.: **A47J 27/04 (2006.01)**

(21) Application number: 09380200.7 (71) Applicant: **Jané S.A.**
08184 Palau Solità i Piagomans (Barcelona) (ES)

(22) Date of filing: **30.12.2009** (72) Inventor: **Jane Santamaria, Manuel**
08184 Palau Solità i Piagomans (Barcelona) (ES)

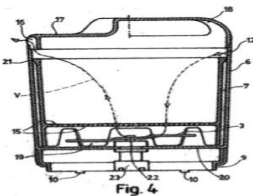
(84) Designated Contracting States: **AT BE BG CH CY CZ DE DK EE ES FI FR GB GR HU IE IT LI LU LV MC MK MT NL NO PL PT RO SE SI SK SM TR** (74) Representative: **Moragony Herrero, Juan Antonio**
042609, Libach, 27-29, 1a 08021 Barcelona (ES)

(30) Priority: **21.01.2009 ES 20090090 U**
21.10.2009 ES 200920550 U

(54) **Device for cooking, heating and/or defrosting food while also blending it**

(57) This device comprising a steam generator, a cooking and blending container that receives the steam and contains a basket to contain food with holes in its bottom, the container is sealed with a cover, and has a rotating blade at the bottom to blend the food, is characterized by the fact that the cooking enclosure has an orifice in its side to receive the steam, which moves down through the basket and when it has gone through the holes at the bottom, it rises through the basket, to exit through an angular recess at the edge of the cover. The basket is supported on it periphery on the cooking enclosure.

- Patent number
- Classification code
- Filing date
- Owner
- Inventor(s)
- Potential countries
- Priority date
- Title
- Abstract



EP 2 210 542 A1



Brevetto

Description

- **Introduction**
 - Technical Field
 - “State of the Art”
 - Problem to be solved
 - Proposed Solution
 - Listing of drawings
- **Detailed description**
 - at least one detailed embodiment

Description

The present invention relates to an electrostatic discharge lamp.

Such a lamp is known from, e.g. EP-A-002275 (JPH-811). Such a lamp comprises a discharge vessel having a conical portion having a conical section arranged by an RF current to generate an RF electromagnetic field in the vessel. The vessel has an inner ceramic, electrically conductive coating (except on the conical part) to confine the RF field within the vessel. Circuitry for energizing the vessel is housed in a metal housing which is coupled to RF ground for suppressing electromagnetic interference. The metal coating is an arc capacitor coupled to RF ground to further prevent electromagnetic interference.

The impedance combination coating is difficult to form inside the vessel and it is difficult to capacitively couple it to RF ground.

It is also known, from EP-A-0312,622 to provide an interference suppressing, transparent, electrically conductive layer on the outside of a discharge vessel. This external conductive layer is of developed inductance and induced currents are obtained to the metal supply by means of a capacitor.

According to the present invention, there is provided an electrostatic discharge lamp comprising a vessel discharge vessel containing a fill capable of sustaining a discharge when readily ionized, means for producing an RF electromagnetic field in the vessel to energize the fill, and means for confining the field within the vessel, the confining means including a light transmissive electrically conductive polymer layer on the external surface of the discharge vessel.

For a better understanding of the present invention, reference will now be made by way of example to the accompanying drawing in which:

Figure 1 is a schematic cross-sectional view of an electrostatic fluorescent lamp according to the present invention.

The lamp of Figure 1 comprises a sealed discharge vessel 1 of glass having a conical portion 2 through which an electrode 3 extends from a glass end of the vessel portion 2 into a housing 4. The conical portion 2 consists of a section 5. The electrode 3 is arranged on the RF shielded portion 6 which is a section of the housing 4 which supports a lamp ring 7 such as an Edison screw type filament or lamp ring.

The vessel 1 is filled as known in the art, the fill comprising a gas, mercury vapor provided the lamp is a cold cathode lamp, or a gas, a gas, a gas, and a gas.

The inner surface of the discharge vessel has a coating 8 formed by at least:

as a layer of material as known in the art which prevents backscattering of the glass in long term usage of the lamp, and its precursor as known in the art.

A discharge is induced in the fill by an RF electromagnetic field produced by the electrode 3 resulting in the precursor emitting visible light.

In accordance with the present invention, means are provided to confine the RF field within the lamp, the means including an electrically conductive polymer layer 9 which is light transmissive. On the outside of the vessel, the polymer layer comprises a host material containing one or more of the following:

- Polyethylene
- Polypropylene
- Polyethylene-ethylene glycol

All of these may be used in a substituted derivative form and not only parent compound.

The host material is preferably a clear silicone such as LUNED-3D available from General Electric Company.

The layer 9 may be either a film or a non-stretched coating.

To provide electric shock protection a further light transmissive electrically conductive layer 10 is provided over the conductive layer 9.

Electrically the housing 4 is a single piece metal structure the edge of which either directly contacts the discharge vessel similar to heat to it by conductive surfaces. In that case, as shown, the insulative layer 9 extends over and insulates the housing 4. The cap 11 is then of insulative material and/or the lamp contacts 12 are insulated from the housing 4. In this case the layer 9 is either deposited or preformed and the layer 10 is subsequently formed there on as a coating or a preformed electrically conductive material on the housing 4 and the cap 11 can be coupled to RF ground, and the conductive layer 9 is for confining the RF field within the lamp is also insulated to RF ground.

In this case, the layer 9 and 10 may be co-formed or may be separately formed by depositing or preforming.

The external electrically conductive polymer layer 9 provides the following advantages:

- The shield is in contact with the glass therefore providing improved shielding.
- The shield is on the outside of the bulb which allows ease of manufacture and assembly. The use of a polymer layer enables the shield to be applied using known techniques, in the final stages of manufacture. Previously using an inorganic shielding layer, it was necessary to form the shielding layer during production of the glass envelope of the discharge vessel, using relatively complex processes.

Descrizione chiara e completa e disegni necessari per permettere l'attuazione da parte di un esperto del settore



Brevetto: Rivendicazioni

La protezione è conferita dalle rivendicazioni !!!!

- Claims must be drafted in terms of the "technical features" of the invention
- Clear, concise, supported by the description
- Independent / Dependent

Example of an Invention

Problem: longer antenna of a telephone allows for better RX/TX signals but make the telephone bulkier

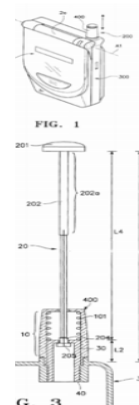
Solution: the antenna is extensible and when the telephone is not in use the antenna can be retracted into the telephone casing reducing the size of the telephone



Brevetto: Rivendicazioni

Example: Set of Claims Expanded

1. A mobile telephone handset comprising a casing characterised in that it comprises an extensible antenna.
2. A mobile telephone handset comprising a casing and an extensible antenna, wherein the antenna is made of a single element.
3. A mobile telephone handset comprising a casing and an extensible antenna, the antenna being made of a single element, wherein the antenna is mounted on the right side of the casing.
4. A mobile telephone handset comprising a casing and an extensible antenna, the antenna being made of a single element, wherein the antenna is mounted on the left side of the casing.
5. A mobile telephone handset comprising a casing and an extensible antenna, wherein the antenna has a circular cross section.



Brevetto: Rivendicazioni

Example: Set of Claims

1. A mobile telephone handset comprising a casing characterised in that it comprises an extractable antenna.
2. A mobile telephone handset according to claim 1 wherein the antenna is made of a single element.
3. A mobile telephone handset according to claim 2 wherein the antenna is mounted on the right side of the casing.
4. A mobile telephone handset according to claim 2 wherein the antenna is mounted on the left side of the casing.
5. A mobile telephone handset according to claim 1 wherein the antenna has a circular cross section.

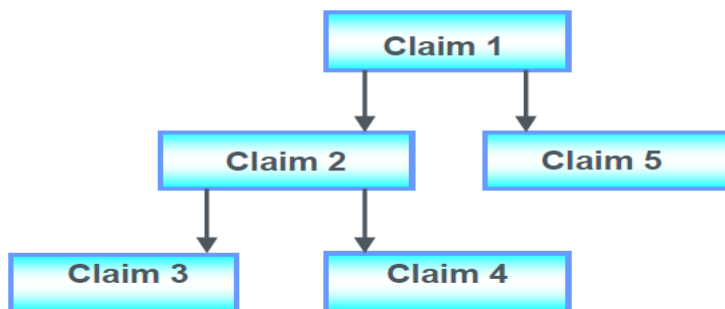


Example: US6211828



Brevetto: Rivendicazioni

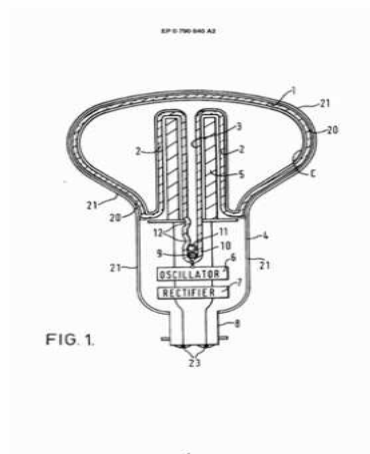
Claims: Claim Tree



Brevetto: Disegni

Drawings

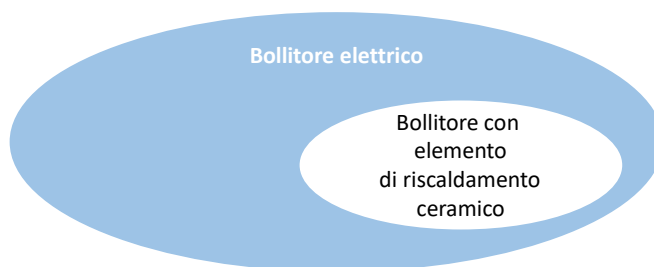
- No scale
- No dimensions/values
- No proportion



Diritti reali conferiti dal brevetto

- **Exclusive Right**
Nobody can produce, use, sell, or import your invention
- **Territorial Right**
A patent in one state does not affect patent in other states
- **Timed Right**
Protection from a certain date to another date
- **One-Time Right**
When a patented product is put on the market the patent right is exhausted
- **Transferable Right**
You can assign or sell (licence) your patent to others
- **Passive Right**
There is no guarantee that you will exploit the patent

Passive right vs Freedom to operate



Problema tecnico: base in metallo crea calcare

Primo bollitore elettrico con base elemento ceramico riscaldante alla base

• **Nuova e inventiva:** brevetto concesso

• Tuttavia il tuo brevetto non ti concede il diritto di commercializzare la tua invenzione perchè ricade dentro lo scopo di un **brevetto precedente** (bollitore elettrico)

Passive right vs Freedom to operate

Il Brevetto non attribuisce la “libertà di uso o sfruttamento” della tecnologia coperta dal brevetto
Il Brevetto attribuisce il diritto di escludere dall'utilizzo dello stesso altri soggetti

Invenzioni Dipendenti

- Perfezionamento**: soluzione più efficiente per problematica tecnica già risolta
- Combinazione**: impiego congiunto di più invenzioni
- Traslazione**: precedente invenzione per risolvere nuovo problema

Art.71 Licenza Obbligatoria

Se importante per il progresso tecnico e di rilevanza economica



Strategie per ottenere la FtO

Come faccio a sfruttare economicamente il mio bollitore con elemento in ceramica????

❖ **Acquisizione di brevetto licensing in**

❖ **Cross-licensing**

❖ **Inventing around**

Prevedere modifiche al prodotto/processo al fine di evitare le violazioni

❖ **Patent pools**

Il **patent pool** è un consorzio di almeno due aziende che si accordano per scambiarsi licenze brevettuali, relative ad una particolare tecnologia.

Sony, Philips e Pioneer per DVD-Video e DVD-ROM standard specifications



Alternative al brevetto

Divulgazione (pubblicazioni difensive)

- Economico
- Blocchi i competitors
- Libera diffusione della conoscenza

- Non concede l'esclusiva
- Riveli l'invenzione ai competitors
- Minore impatto nel mercato

Segretezza

- Economico ma costa mantenere la segretezza
- Non rivelo l'invenzione

- No protezione contro reverse-engineering/duplication of invention
- Difficoltà nel far rispettare i propri diritti
- Spesso i segreti si diffondono
- Elevato livello di gestione

Open access

- Liberamente accessibile
- Libera diffusione della conoscenza
- Non serve una gestione

- OAgreen (disponibile dopo periodo di embargo, costi della pubblicazione a carico degli autori)
- OAgold (disponibile immediatamente, costi della pubblicazione a carico del publisher)



Perché Brevettare

Approccio tradizionale

- Brevetto per proteggere il mio core business
- Barriera di accesso ai competitors
- First mover + brevetto

Approccio NON tradizionale

- Asset finanziario
- Accedo a tecnologie altrui
- Accedo a nuovi mercati
- Vendo e licenzio per generare introiti
- Licenzio per spinoff
- Building reputation



Perché Brevettare

Dal modello chiuso “**develop it by yourself**” al modello di “**Open Innovation**”:

- Riduco i tempi per innovare
- Condivido i rischi
- Riduco i costi
- Ottengo accesso preferenziale al mercato

La PI nell’Open Innovation: dal defensive approach all’enabling innovation approach:

- I brevetti sono strategici per il processo innovativo perché proteggono e divulgano allo stesso tempo
- La protezione brevettuale permette alle aziende di intraprendere in sicurezza collaborazioni in R&D
- I brevetti facilitano un’agevole trasferimento tecnologico attraverso le licenze



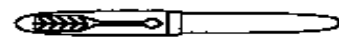
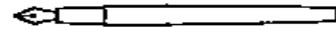
Gestione e valorizzazione della P.I.

Patents on Cohen and Boyer's method of gene cloning and expression (Recombinant DNA) are issued to Stanford University. Before the patents expire in 1997, Stanford grants more than 400 licenses to apply the technique to commercial ends. These contracts eventually generate revenues of more than \$255 million for the university, and lead to the creation of more than 2400 commercial products with aggregate sales exceeding \$35 billion



Un prodotto - molti diritti di proprietà intellettuale

- **Patent** for the fountain pen that could store ink
- **Utility Model** for the grip and pipette for injection of ink
- **Industrial Design**: smart design with the grip in the shape of an arrow
- **Trademark**: provided on the product and the packaging to distinguish it from other pens



Source: Japanese Patent Office



Valorizzare la PI attraverso il mercato

DIRECT USE

- COMMERCIALISATION BY ITS OWNER
- CONTRACT RESEARCH

INDIRECT USE

- ASSIGNMENT (Transfer of ownership)
- LICENSING OUT
- IP COMMERCIALIZATION AND STANDARDIZATION



Commercialisation by Its Owner

The owner of an intellectual property asset turns them into products and services and brings them to the market on its own.

PURPOSES & REQUIREMENTS

- your developed IP is **strategic for your business**
- **don't want to share or transfer your IP** as it could create new competitors
- **enough capabilities** (e.g. *financial, HR, marketing*) to bring to the market
- **no barriers** (e.g. *regulations, prior IPRs*) to the market
- **enough capabilities and power for managing** (e.g. *protect and enforce your IPRs*) IP asset

PROs

- **direct quality and exploitation control**
- **don't share the economic value** of your results

CONs

- **high costs and risks for managing and commercializing** your IP assets



Research Contract

Contract R&D is usually used by companies (*sponsoring party*) to outsource the R&D activities to universities or research centre (*research performing party*) for the purpose of acquiring new knowledge, when the company has no internal resources to carry out these R&D activities.

PROs

- **apply your IP assets and/or test them in new fields** of application
- **retain control over your IP** (*i.e. your background*)
- **technological/research risk is mainly borne by the sponsor**
- **fruitful/continuing collaboration** with the sponsor

CONs

- **transfer of know-how might pose some risks** (e.g. *unintentional and not foreseen transfer of sensitive/confidential information*)
- The collaboration with a specific sponsor **could exclude you from establishing collaborations with other players** (*i.e. competing players*)



Assignment (Transfer of ownership)

The holder of an intellectual property (*the assignor*) transfers the ownership of its developed IP asset to another party (*the assignee*).

PURPOSES & REQUIREMENTS

- **don't have strategic interest**
- **an immediate cash flow** (*once-off lump sum payment*)
- **don't have enough capabilities** (*e.g. financial, HR, marketing*) to market
- **cannot overcome the barriers** (*e.g. regulation, prior IPRs*) for entering the market
- **avoid any future involvement with the IP** (*e.g. costs, enforcing, monitoring*)

PROs

- **one-off transaction and get immediate cash**
- **don't have any further responsibilities**
- **avoid the risk** that the patent may be invalidated in Court or superseded by another technology

CONS

- **lose all future and potential earnings** if you don't include a "*license back to the seller*" clause.
- **Buyer could become a new competitor and you a potential infringer**



Standardization

- **Nuova tecnologia richiede interoperabilità**

- **Interoperabilità vuol dire standardizzazione**

Standardization:

- ensures **fast introduction of innovations to the market**,
- facilitates **business interactions**
- provides **interoperability** between new and **existing products, services and processes**.

For that reason standardization plays a crucial role in the global market competition.

- **Le tecnologie standardizzate richiedono spesso Patent Pool**

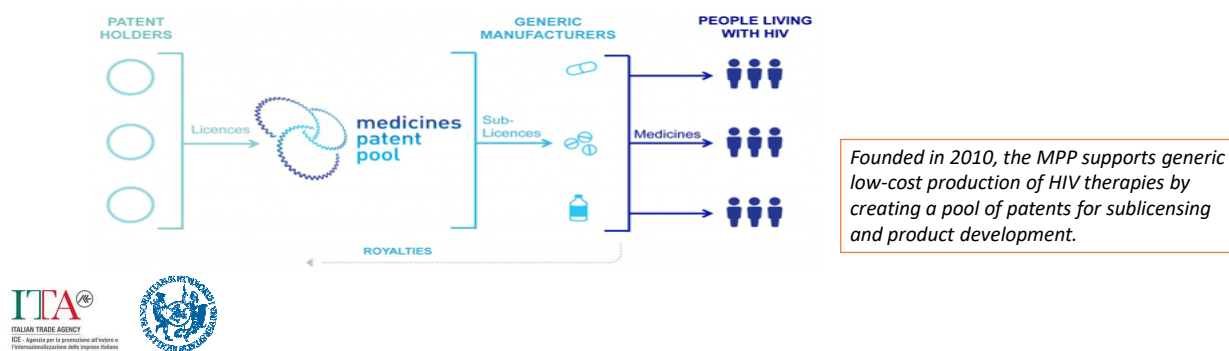


Standardization

Un **patent pool** è un **accordo** che sancisce il **trasferimento congiunto di licenze** di brevetti essenziali **per una certa tecnologia** posseduti da **molteplici detentori**

Chi deve prendere licenza non è mai contento di dover chiedere multiple licenze per una stessa tecnologia (costa tanto in risorse economiche e non)

Il patent pool consente di fare un "**one-stop-shop patent licensing**", ovvero di ottenere in un'unica soluzione l'autorizzazione all'uso di tutti i brevetti che servono per implementare una determinata tecnologia.



Licensing OUT

The holder of an intellectual property asset (*licensor*) grants permission for its use to another organization (*licensee*), within the limits set by the provisions of the contract.

Main restrictions concern:

- Geographical**: limited territories where the licensee can exploit the IP
- Field of use** : the licensee can exploit the IP only in a limited and well defined subset of the potential commercial uses
- Time**: licensing is a temporary transfer of rights.

Licenses allow patent owners to **share** the IP developed in a **controlled manner and to receive revenue** (e.g. *periodic royalties*) or **other benefits** (e.g. *access to another party's knowledge*).

Licensing OUT

There are three main types of licensing agreements **depending on the number of licensees** who will be allowed to use the licensed intellectual property:

- Exclusive License:** only the licensee is able to use the licensed IP or technology (*you cannot use or license it to other parties*)
- Sole License:** the licensor agrees not to grant any additional licences but retains the right to make use of the licensed IP (*you can use but cannot license it to other parties*)
- Non-Exclusive License:** the licensee and the licensor can both use the licensed intellectual property or technology. The licensor is also allowed to negotiate further non-exclusive licenses with other companies. (*you can use and license it to other parties*)

Define your type of license according to:

- your business strategy and target market**
- type of products/services** to be licensed. If you want that your IP developed become a standard you should opt for a non-exclusive license. If the technology needs high investment to be commercialized (*e.g. a pharmaceutical product*) you should be open to grant an exclusive license
- capabilities** (*in terms of availability of complementary assets, human and financial resources etc.*) of the licensee



Licensing OUT

PURPOSES & REQUIREMENTS

- You **don't have strategic interest** in being involved in manufacturing and/or marketing the developed IP assets (*e.g. as it is often the case for Public Research Organizations*)
- You want an **additional source of income** and **preserve the ownership** of the developed IP assets
- You **don't have capacity to manufacture** the concerned products
- You **cannot or don't want to market** elsewhere the developed IP assets
- You want to **turn your competitor/infringer into a partner**
- You want to **benefit from the good reputation enjoyed by a partner**
- You want to **contribute to create a Standard**



Licensing OUT

PROs

- You **retain the ownership** of the developed IP assets
- You can **save capital and earn from an additional source** of income while **minimising costs and risks**
- You reach **new markets and/or access to technologies** (e.g. *cross licensing strategy*) in a relatively risk-free and cost-effective way
- You **strengthen relations** with partners in the value chain

CONs

- You **share proprietary information**
- A not properly drafted terms of the licensing contract **could generate high risks and costs** (e.g. *contractually responsible for maintaining the patent / direct responsible for invalidity and infringement issues*)
- **High management costs** (e.g. *audit costs for monitoring the assignee's exploitation endeavours, enforcing IP actions against infringers*)
- Licensee could become a new competitor
- **Bad choice of licensee** could damage your reputation (e.g. *low quality of products/services*) and your business (e.g. *underreporting, invent and patent around*). A licensee with complementary rather than competing technology and looking to expand its product portfolio is likely to be a more suitable partner.



Licensing OUT

Check list

- Perform a proper **assessment of the value** of your developed IP assets, to be used as a basis during the negotiations
- Adopt confidentiality agreement (**NDA**) with third parties during negotiation phase
- Lay down a **suitable licensing contract** (“*you get the deal you negotiate*”):
 - Define clearly the **rights granted** with the licensing agreement and include **accompanying IP** if required (e.g. *know-how*)
 - State clearly the **commencement, duration and termination** of the contract
 - Include **early termination, breach of agreement and obligations** after termination (*clauses for worst scenario*)
- Deny or state the licensee’s right to grant a **sublicense**:
 - *Is the licensee free to select the sub-licensee(s)?*
 - *Should the sublicense agreement establish determined conditions?*
 - *What happens when the license agreement comes to an end?*



Licensing OUT

- Address clearly the treatment of **future improvements** (e.g. *mirror rights: each party retains ownership but grants rights on its own improvements to the other*)
 - Define the **amount, type and terms of payment** together with the calculation of *royalties* (e.g. *milestone fees, running royalties based on gross revenue or per unit, sublicensing fees, shared IPRs maintenance fees, tax deduction*) In many cases, the remuneration for a patent license is a combination of a lump-sum payment and royalties
 - keep the **control over the licensee**: accounting methods (*for checking the amount of the royalties*). Include the possibility to carry out specific audit
 - include a “**best effort clause**”: requires licensee to exercise his best efforts to perform his contractual obligations (e.g. *manufacturing and marketing*)
 - do not take unnecessary risks or risks that you cannot afford.
- Register the contract with the competent IP office, if required by law



• Monitor your licensee, sub-licensee and potential infringers



Licensing IN

PURPOSES & REQUIREMENTS

- You want to market fast your new products, implementing technologies developed by others;
- You cannot carry out R&D activities in house;
- You want to access to technologies complying with standards;
- You are an infringer.

PROs

- Fast access to the market
- Fast access to technologies

CONs

- The technology could become obsolete
- the licensing costs could affect the market price
- If not exclusive license you could have competitors



Licensing IN

Due Diligence

- ✓ Road map delle attività di ricerca in atto relative alla tecnologia
- ✓ Obsolescenza della tecnologia - Time to market
- ✓ Prototipo/Idea/Prove of concept (*fattibile?*)
- ✓ KHW associato
- ✓ Analisi di mercato
- ✓ Stato tecnica brevettuale
- ✓ Storia del Brevetto (*limiti, claims*)
- ✓ Brevetti collegati (*brevetti citati nel mio, brevetti che citano il mio*)
- ✓ Titolarità
- ✓ Pre-divulgazioni
- ✓ Status brevetto (*dove è attivo, tasse pagate*)
- ✓ Brevetti dipendenti, dominanti



Licensing IN

- ✓ Ensure you obtain a licence to use **all the IPRs that are necessary** for the optimal exploitation of the technology
- ✓ Carefully consider any proposed **limitation** concerning the granted rights and the field of use, taking into account the planned exploitation of the licensed technology
- ✓ Consider the intended use of the licensed technology when setting **the royalty calculation method**
- ✓ Insert a **most favoured nation's clause** (licensor agrees to accord to the licensee contractual conditions that are no less favourable than those accord to any other licensee)
- ✓ Insert a specific clause allowing the **termination of the contract** once the licensed IPRs are declared invalid or the confidential information has been disclosed to the public
- ✓ Explicit address the treatment of technology improvements (**Grant back clause**)



Valorizzare la PI attraverso l'access to finance

