

### ***Licensing***

- 1) With respect to intellectual property owned by the parties before the agreement:
  - Will each party cross-license the other with respect to necessary or useful intellectual property?
  - Will there be a "field of use" restriction on the licence, for example, research only?
  - Will there be a right to sub-license or assign any of the licence rights?
- 2) With respect to enhancements, improvements, or new developments of intellectual property during the term of the contract:
  - Will they be included as part of the cross-licence between the parties?
  - Who will be entitled to assign or license the rights to intellectual property or protected inventions?
  - What restrictions, if any, will be imposed on the right to license the intellectual property and on the terms on which a licence may be granted?
  - Who will be entitled to a share in the licence fees or royalties, if any?
  - Who will be responsible for collecting the licence fees or royalties?
  - Who will be entitled to or responsible for the enforcement of the terms of the licence or assignment?

### ***Miscellaneous***

- 1) Will the licensee acknowledge the licensor's ownership of rights, title and interest in intellectual property?
- 2) If there is commercialization, what will be the provisions for royalties, in terms of:
  - advances
  - guarantees
  - royalty percentage or fixed amount per item
  - method and timing of payment of advances, guarantees and royalties
  - accounting and records.