

Definition of Terms

All key terms in the contract should be defined, including the following:

- 1) The domain or field of use of the technology, or background technology.
- 2) The leader of the project, if necessary.
- 3) The project or projects to be undertaken.
- 4) The parties to the contract, particularly affiliated parties.
- 5) The information that is to be designated confidential.
- 6) Improvements to the technology.
- 7) Intellectual property rights arising under the contract, such as patents, copyrights, know-how and trade secrets.
- 8) Term or duration of the contract.

Intellectual Property Rights Created by the Collaboration

- 1) With respect to the results of research carried out jointly, will there be a distinction in the contract for:
 - Results of research achieved after the contract has expired?
 - Inventions that relate exclusively to the prescribed domain or field of use in the contract and those that go beyond the prescribed domain?
- 2) Who will decide whether to have the invention results protected? Who will be required to pay the application and maintenance fees relating to protected inventions?

- 3) Will the parties be obliged to disclose details of inventions and patent applications to each other? If so, what notice or timing will be required?
- 4) What will be the status of know-how developed under the contract, for example, will it be considered a trade secret or confidential information?
- 5) What provision will be made with respect to the ownership of the intellectual property?
 - Will one party have exclusive ownership, and if so, will the other party be entitled to licence rights?
 - Will the party creating the intellectual property be entitled to exclusive ownership except where the intellectual property was created jointly, in which case the intellectual property shall be jointly owned?
 - If joint ownership will exist, or may exist, what rights and obligations will arise? For example, will both joint owners have to consent to all matters relating to the disposition of the intellectual property or legal proceedings in connection with the intellectual property, or will only one owner's consent be sufficient in all or only certain instances? What restrictions, if any, will be imposed on the right of a joint owner to transfer his or her rights to the intellectual property?
 - What rights will be owned by each party?
 - Will the parties be free to enter into similar contracts with other parties?
 - Who will have the rights to improvements to the intellectual property?