

- 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.