

2nd Advanced Legal Forum on

TECHNOLOGY LICENSING AGREEMENTS

Effective Strategies to Negotiate, Execute and Minimize Legal Risks
of Sophisticated Technology Licensing Agreements

MARCH 23 – 24, 2010 | MARRIOTT WASHINGTON | WASHINGTON, DC

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Senior in-house counsel, licensing, business executives and attorneys will share their experiences and provide sophisticated solutions to:

- Reconcile legal realities with corporate business objectives when negotiating contentious license terms
- Ensure license transferability and IP assimilation in M&A transactions
- Navigate the delicate intersection of antitrust and IP law when structuring your license agreements
- Control the use and manipulation of open source code in your technology
- Incorporate effective auditing rights, default and license termination terms to monitor and enforce the license agreement post-deal
- Structure international technology licensing agreements
- Manage and enforce joint ventures, multi-party and university licensing agreements

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H. Ward Classen
Deputy General Counsel
U.S. Commercial Businesses
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Interactive Pre-Conference Workshops – March 22, 2010



A The Nuts and Bolts of Technology
Licensing Agreements



B Enforcing Your IP
Rights in China



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Our economy is currently in the midst of a “technology-led recovery”

The Tech Sector Trumpets Signs of a Real Rebound, The New York Times, October 16, 2009

With millions of dollars at stake and your most prized technology assets on the table, you cannot afford to make the wrong move during your next technology licensing deal negotiations.

Commercializing technology by way of licensing is one of the best ways to maximize the value of your company’s IP while also guaranteeing downstream revenue. Yet, in this high-stakes, high-risk arena, the successful execution of a license agreement requires much more than a basic understanding of licensing fundamentals. Those who succeed in the negotiation and drafting of technology license agreements possess a specialized skill that is cultivated over time and reinforced by years of experience and practice.

Attend ACI’s 2nd Advanced Legal Forum on Technology Licensing Agreements to learn how your peers are structuring licensing deals to achieve the most successful outcome for their company.

As more and more companies focus on streamlining expenses incurred by their legal departments by way of outside counsel fees, many are shifting responsibility for day-to-day IP transactions to in-house counsel. Designed specifically for those who are looking to bring their practice to a higher, more specialized level, this *technology-focused* IP conference will provide you with real-life solutions to tackling the most complex legal issues that arise in the context negotiating license agreements.

Real-life examples, information, tips, and strategies you can take back to your company and clients.

Focused on providing practical, yet sophisticated solutions to the difficulties and complexities most often encountered during the life of a technology license agreement, don’t miss this opportunity to learn how *senior-level counsel, licensing and business executives* at - **Apple, Boeing, Cargill, Chevron, Citigroup, General Dynamics, Hitachi, IBM, EMC, Microsoft, Nokia, Oracle, Pratt & Whitney, Rockwell Collins, SAP, Siemens and Time** – share with you how they structure their license agreements to minimize risk while also maximizing the value of the technology being licensed.

Don’t miss this opportunity to learn how the best in the industry are applying their art and skill to create the most profitable licensing agreements for their companies. Walk away from this conference having gained firsthand insights into how in-house counsel and licensing executives at leading companies negotiate, structure and enforce technology licensing deals to obtain the best results for their company.

Reserve your space now at this unique licensing event. Register today by calling 888-224-2480, faxing your registration to 877-927-1563 or logging on to www.AmericanConference.com/techlicensing

WHO YOU WILL MEET

In-House IP Counsel, Contract Managers, Licensing Professionals, and Business Executives with responsibility for licensing, IP strategy, Commercialization, Procurement, and Business Development within the following industries:

- Technology
- Hardware
- Software
- Computer
- Telecommunications
- Defense & Aerospace
- Consumer Electronics
- Semiconductor
- Chemical
- Power
- Oil & Gas
- Financial Services

Law Firm Counsel practicing in:

- Intellectual Property
- IP Transactions
- Technology Transfer
- Licensing
- Corporate Transactions

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ACI has a dedicated team which processes requests for state approval. Please note that event accreditation varies by state and ACI will make every effort to process your request.

Monday, March 22, 2010 – Interactive Pre-Conference Workshops

9:00 am – 12:30 pm (Registration begins at 8:30 am)

A

Mastering the Nuts and Bolts of Technology Licensing Agreements

What Every Contract Manager, Licensing Professional and Attorney Needs to Know



Mary M. Hamaker
Director and Senior Counsel
Office of the General Counsel
EMC Corporation (Hopkinton, MA)



James Markarian
Senior Counsel and Licensing Manager
for North America, Intellectual Property Department
Siemens Corporation (Iselin, NJ)



Dottie Slovak Hersey, Esq.
Senior Director, Contracts
General Dynamics Armament and Technical Products, Inc.
(Charlotte, NC)

As a skilled professional who handles the task of drafting and even negotiating these often complex IP contracts, this interactive and practical session will provide you with a nuts and bolts discussion of the underlying business, technical and legal issues that often drive the technology license agreement.

A rare opportunity to collaborate with your peers on both the licensor and licensee side, our panel of experienced contract managers and licensing attorneys will guide you through an informal discussion of hypotheticals, mock negotiations and best practices that will provide you with practical strategies into how to solve problems that face even the most seasoned in house counsel and technology licensing attorneys.

Workshop highlights include:

- Drafting optimal technology license agreements
 - defining ownership, use limitations, and affiliate use restrictions
 - indemnification, liability, and warranty do's and don'ts
 - how to address confidentiality and risk assessment concerns
- Demystifying revenue recognition rules
- International technology licensing and outsourcing considerations
- Identifying contract hazards to avoid
- Specifying remedies in the event of litigation
- Best practices for ensuring hassle-free negotiations

Whether you are new to the field of technology licensing or are a seasoned veteran with substantial experience seeking a comprehensive refresher, you will find this interactive workshop invaluable for getting up to speed on the key legal issues that arise in the context of technology licensing agreements, while also maximizing your benefit from the advanced discussions that are the hallmark of the main conference.

1:30 pm – 5:00 pm (Registration begins at 12:00 pm)

B

Enforcing Your IP Rights in China: Regulatory Framework and How to Enforce the Terms of Your Technology License Agreement in the PRC



Naomi Abe Voegtli
Vice President
Global Intellectual Property Strategy and Standards
Global Intellectual Property – APJ
SAP (Palo Alto, CA)



Elizabeth Chien-Hale
Senior Patent Counsel – China Coordinator
Apple Inc. (Cupertino, CA)



Thomas A. Briggs
Partner
Jones Day LLP (San Diego, CA)

In no other country is there such a fear of the illegal copying of technology and infringement of licensed IP than in China.

As more and more companies go global and expand into unfamiliar markets, there are a myriad of business and legal issues that in-house counsel must be aware of and *China is no exception*. Still, as a rapidly growing force in the global economy, many are operating blindly in China, due in large part to an ignorance of what the legal and regulatory framework is applicable to licensing transactions involving the transfer of technology in and out of China.

During this session hear from in-house and outside counsels who are experienced in navigating many of the common pitfalls that companies fall victim to when negotiating and drafting licensing agreements in China.

Topics to be discussed include:

- An overview of the relevant regulatory and legal framework applicable to IP licensing transactions in China
 - contract law
 - patent law
 - unfair competition law
 - foreign trade law – unique issues arising under Chinese import/export law restrictions
 - 2002 Regulations on Administration of Technology Imports and Exports
 - antitrust law – understanding the impact of recent changes to the anti-monopoly on licensing and M&A activity in China
- Interpreting the Chinese Supreme Court's judicial interpretation on litigation issues relating to technology contract disputes
- Addressing ADR and choice of law provisions in the licensing agreement

“Excellent – exceeded expectations.

Material is updated and relevant to IP issues we face today. Very nice cross section of presentations.”

Senior Manager, Strategic Planning & Alliances, General Dynamics ATP

TUESDAY, MARCH 23, 2010

8:00 Registration Begins and Coffee ☕

9:00 Co-Chairs' Opening Remarks



H. Ward Classen

Deputy General Counsel, U.S. Commercial Businesses
Computer Sciences Corporation (Hanover, MD)



Pamela Deese

Partner, Arent Fox LLP
(Washington, DC)

9:15 Integrating Business and Legal Objectives into an Effective Deal Team and License Agreement



Tom Rowland

Director of Business Affairs
Time Inc. – Licensing & Syndication (New York, NY)

Ameen Haddad

Managing Counsel
Oracle USA, Inc. (Burlington, MA)

A. Stephen Zavell

Senior Counsel, Law Department, Intellectual Property
Chevron Corporation (San Ramon, CA)

- Fostering collaborative communication between your licensing professionals, business executives and attorneys during the deal
- Defining and communicating the importance of the deal individually vs. as a component of the company's business objective
- Identifying what the deal makers on both sides are looking for
- Evaluating the “other” party's deal team
 - setting expectations – communicating what you are buying as a customer and what you are selling as a vendor
 - how their strategy impacts your strategy
 - determining early on whether or not the “other” team has authority and clearance to seal the deal
 - best practices for scrutinizing the information the licensor presents
 - evaluating what the “other” party's endgame is
- Understanding the role of quality assurance in negotiations

10:15 Morning Coffee Break ☕

10:30 Apportioning Risk: Do's and Dont's when Drafting Warranties, Limitations of Liability and Indemnification



Mary M. Hamaker

Director and Senior Counsel, Office of the General Counsel
EMC Corporation (Hopkinton, MA)

Brian Crist

Assistant General Counsel
Citigroup Inc. (New York, NY)



William A. Tanenbaum

Chair, Technology Intellectual Property
& Outsourcing Practice Group
Kaye Scholer LLP (New York, NY)

- Eliminating ambiguity and allocating risk in key contract provisions
 - disclaimers, conditions, exclusions
 - warranties and limitations of liability caps
 - restrictions on damages
 - consequential, special and other indirect damages
 - dollar caps on direct damages
- What can trigger unlimited liability under the exceptions to indemnity obligations
- How to structure the agreement to minimize your company's risk for
 - breach of IP
 - breach of confidentiality
 - breach of confidentiality vs. loss of data
 - gross negligence conduct

11:30 Controlling the Use and Manipulation of Open Source in Your Technology License Agreements



Karen F. Copenhaver

Partner
Choate Hall & Stewart LLP (Boston, MA)



David C. Metz

VP & General Counsel – Americas
Hitachi Data Systems (Damascus, MD)

- Identifying the presence of open source software
- Determining ownership of the technology when open source code is used
- Complying with requirements of open sources licenses
- Defining how the incorporation of open source code licenses can impact the licensee or downstream end user obligations
- Determining what rights are transferable/not transferable to the licensor and licensee under the open source license agreement
- Accounting for open source when structuring representations and warranties included in the license agreement
- Exploring the intersection of open source and M&A transactions
- Recent case decisions addressing the use of open source

12:15 Networking Luncheon for Attendees and Speakers

1:30 Defining the Scope of the License to Resolve Ownership Issues and Field of Use Limitations



James Markarian

Senior Counsel and Licensing , Manager for North America
Siemens Corporation (Iselin, NJ)

Effective Strategies to Negotiate, Execute and Minimize Legal Risks of Sophisticated Technology Licensing Agreements



H. Ward Classen
Deputy General Counsel
U.S. Commercial Businesses
Computer Sciences Corporation (Hanover, MD)

- Determining what technology is being licensed and clearly identifying where and how it can be used by the license
 - assignability and the right to sub-license
 - exclusive vs. non-exclusive rights
 - geographic and entity restrictions
 - term of license
- Freedom to operate – identifying whether or not pre-existing third party licenses that may act as an impediment to the present or future use of the technology
- Merging a licensed technology into an existing product – considering how the scope and field of use of the “new” product will be affected?
 - derivative works
 - works made for hire
 - joint ownership issues
- Ensuring the scope and field of use provisions fully cover a licensee’s products
- Unique issues surrounding patent expiration and license terms – examining whether the license will expire simultaneously with the expiration of an underlying patent

- Best practices for protecting your trade secrets in licensing agreements
 - reasons for entering into a license
 - types of trade secret licenses
 - fundamental trade secret licensing terms
- Determining what can and should be labeled as “confidential” or “proprietary”
- Disclosure to employees, agents, consultants
- License terms to address prohibition on
 - reverse engineering, disassembly or analysis
 - sublicensing
 - disclosure
 - return or destruction of information
 - entitlement to injunctive and equitable relief
- Do’s and don’ts in the area of preventing security breaches
 - setting expectations and procedures
 - auditing procedures
 - physical and electronic controls
 - diligence and trust of license
 - export controls
 - rolling codes and expiring access
- Litigation strategies in the event of a breach
 - injunctive and inequitable relief
- Emerging case law and statutory developments addressing trade secrets in the context of licensing transactions

2:15 Caselaw Update: How Latest Cases Address Patent Exhaustion, Declaratory Judgments and Standards and Impact Your Licensing Strategy



Barton E. Showalter
Firmwide Chair, Intellectual Property Department
Baker Botts L.L.P. (Dallas, TX)

- Patent exhaustion – understanding the implications of *Quanta* and its progeny on technology licensing agreements
- Declaratory judgments – meeting the imminent threat of suit standard post-Sandisk and *MedImmune*
- Standards – considering the impact of standards participation on licensing

3:00 Afternoon Refreshment Break

3:15 Preventing Security Breach and Ensuring the Protection of Data and Trade Secrets



Christopher M. Turoski
Senior Intellectual Property Counsel
Cargill, Inc. (Wayzata, MN)



Chuck Cruit
Director – Intellectual Property Policy
The Boeing Company (West Chester, PA)



Kurt A. Kappes
Partner
Seyfarth Shaw LLP (Sacramento, CA)

4:15 Overcoming Unique Challenges of International Technology Licensing



Darren A. Bowie
Legal Director, North America
Nokia Inc. (White Plains, NY)



Kim Chotkowski
Licensing Executive
André-Troner (Indialantic, FL)



Kristof Roox
Partner
Crowell & Moring LLP (Brussels, Belgium)

- Factors to consider when deciding which markets to enter/not enter
 - global IP protection and enforcement of technology rights
 - specific laws addressing the transfer of different types of technology for patent, trademark, copyright, software, trade secret and know how
- Evaluating the competitive climate to determine what the level of product saturation is in your market
- Best practices for screening your potential licensee
- Considering differences in negotiation styles and techniques when structuring licensing agreements in various countries

5:30 Conference Adjourns to Day Two

“Well planned, well-executed. The two-days were a pleasure...learned quite a lot.”

Director, IP Licensing and Business Development, Agilent Technologies, Inc.

WEDNESDAY, MARCH 24, 2010

9:00 Co-Chairs' Remarks

9:05 Ensuring License Transferability & IP Assimilation in M&A Transactions



Nader Mousavi

Head, Technology Transactions
& Licensing Practice Group, West Coast
Wilmer Cutler Pickering Hale and Dorr LLP (Palo Alto, CA)

- Conducting a comprehensive IP due diligence analysis in order to evaluate and resolve the target's prior contractual and third party obligations
- Addressing ownership and inventorship
 - determining who owns what
 - determining whether or not grant-back licenses are a viable option, particularly when a sub-division or spin out of an organization is created as a result of the transaction
- Identifying what restrictions are tied to pre-existing license agreements
- Re-evaluating royalty payment agreements
- Understanding how current license agreements will be impacted by the proposed transaction – will all licenses be –
 - transferable post-M&A? if not, how much will a new license cost?
 - enforceable in foreign jurisdictions? if not, what options are available to ensure protection of the license agreement abroad?
- Clarifying how pre-existing license agreements will be managed post-M&A

9:45 Morning Coffee Break ☕

10:00 Navigating the Intersection of Antitrust and IP Law: Current Issues Impacting on Licensing Transactions



George J. Romanik

Intellectual Property Counsel
Pratt & Whitney Legal Department (Hartford, CT)



Jason L. Peltz

Partner
Bartlit Beck Herman Palenchar & Scott LLP (Chicago, IL)

Roy Hoffinger

Vice President, Legal Counsel
Qualcomm, Inc. (San Diego, CA)

Never before has the interface between IP and antitrust laws been more pronounced. In direct response to recent spike in technology M&A activity, antitrust authorities, both in the U.S. and abroad, are once again turning their attention to the technology industry. The competition issues raised require detailed analysis of fast-moving areas of technology, such as the Internet, computer software, hardware, platform competition and technology standards.

During this session, learn how current antitrust trends within the technology industry will impact your future deal negotiations,

as counsel experienced in addressing these issues share with you what types of behavior pose the most risk for your company, as well as what you can do when structuring license agreements to avoid getting caught in the regulatory crosshairs.

Focus will be on considerations from an in-house counsel perspective on:

- Licensing to support aftermarket services
- Licensing current or potential competitors/customers
- International licenses that may trigger antitrust issues
- Impact of regulations that require disclosure of IP to ensure operational safety of products

11:00 Preserving Your Company's Interests in Joint-Development and Collaborative Agreements



Robert N. Tullar

Senior Manager, Strategic Planning – Alliances
General Dynamics Armament and Technical Products, Inc.
(Charlotte, NC)



Tamara St. Claire, PhD

VP, Global Business Development
PARC – Palo Alto Research Center Inc. (Palo Alto, CA)

Claudia C. Stewart, Ph.D.

Vice President, Office of Technology Commercialization
Georgetown University (Washington, DC)

Joint Development & Collaboration Technology

- Structuring a “flexible” agreement that can be adjusted based on the evolving needs of the parties and the technology that is being developed
- Ensuring provisions are included to address ownership of the jointly-created technology
 - assignment vs. license
 - field of use limitations
 - exclusivity
 - grant-back rights
 - “background” IP rights
- Delegating responsibility for indemnification, representations and warranties among the parties

Licensing Partnerships with Universities

- Discussing what companies seek from universities
- Delineating what constitutes an alliance vs. a partnership when licensing technology with a university
- Understanding typical business models for establishing relationships with universities
- Negotiating key terms in the license agreement – retained rights, diligence, patent challenge language, sublicensing

12:15 Networking Luncheon for Attendees and Speakers

1:30 Structuring Unambiguous Terms to Address Modifications & Improved Technology



James S. Clessuras

Partner, Technology Transactions Group
Wilson Sonsini Goodrich & Rosati (Washington, DC)

“As always, I’m impressed by the caliber of the faculty.”

Former VP & GC, Autonomy eTalk

- Managing functionality issues and cost overrun concerns that arise in the context of customized or modified technology agreements
- Assessing the benefits and pitfalls of commingling third-party products with developed technology
- Establishing who has the right to make improvements on the technology- defining who owns the resulting product
- Deciding when and if a right of first refusal will be given to either party based on the nature of the improvements made
- Discussing payment terms specific to later improvements and the downstream development of the technology post-agreement - licensor to licensee and licensee to licensor

- wrongful termination claims
- rights of sub-licensees
- evaluating viable alternatives to license termination
- Reverse engineering your contract prior to agreement to ensure it is litigation ready
- Understanding upfront how conflicts of laws principles can negatively impact your deal
- Structuring dispute resolution clauses to your advantage
 - identifying a protocol for both parties when changes to the license agreement are proposed
- Determining whether or not it is in the client’s best interest to litigate or arbitrate

2:15 **Monitoring and Enforcing Compliance with the Terms of the License Agreement**



Pamela Deese

Partner

Arent Fox LLP (Washington, DC)

- Integrating clear auditing terms into the license to maintain the relationship post-deal
- Core components of an effective auditing mechanism:
 - clarifying the rights of each party under the auditing provisions of the license – licensor vs. licensee responsibilities
 - agreeing to procedures and timelines for monitoring
 - tips for ensuring compliance with reporting requirements
- Enforcing warranty provisions to address support and maintenance, remedies, repair and replacement, as well as return and refund
- Specifically outlining what circumstances constitute a “violation” under the agreement
 - creative solutions for handling a “violation” with an eye towards preserving the relationship
 - warning signs – knowing when to walk away
 - creating an alternative plan of action in case the deal goes bad and litigation ensues

3:00 **Afternoon Refreshment Break**

3:15 **When Good Relationships Go Bad: Protecting Your Licensing Rights During Bankruptcy, License Termination and Default**



Marc Sandy Block

Staff Counsel, Intellectual Property and Standards

IBM Corporation (Armonk, NY)



Milo M. Vukelich

Senior Manager, Software and Intellectual Property

Rockwell Collins, Inc. (Cedar Rapids, IA)

- Knowing what are the warning signs of a company in trouble and what to do before the bankruptcy is filed
- Defining licensor and licensee rights when one of the parties to the license agreement files bankruptcy
- Assessing available viable alternatives to license termination
- Evaluating the consequences of terminating the license, particularly the impact of:

4:15 **Optimizing IP Mining and Monetization: Effective Strategies to Commercialize and Market Your Technology**



Michael W. Ward

Managing Director, Intellectual Property & Licensing
Microsoft Corporation (Redmond, WA)



Brian M. Buroker

Head, Intellectual Property Practice Group
Hunton & Williams LLP (Washington, DC)

- Developing a commercialization strategy that is consistent with current business priorities
 - considering how the commercialization strategy may change with the evolution of the company’s goals and priorities
- Identifying what technology/IP is available for commercialization – determining what technology/IP the company is willing to put on the market
- Strategic considerations relevant to making the decision whether or not to commercialize
- Assessing the risks and opportunities of expanding into various markets

5:15 **Conference Concludes**

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Interactive Pre-Conference Workshop Sessions

March 22, 2010

A

The Nuts and Bolts of Technology Licensing Agreements

B

Enforcing Your IP Rights in China

Registration Fee

The fee includes the conference, all program materials, continental breakfasts, lunches, refreshments and complimentary membership of the ACI Alumni program.

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