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LICENSING
INTELLECTUAL PROPERTY
Law and Application



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LICENSING INTELLECTUAL PROPERTY

LAW AND APPLICATION

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For Andrea, Abby, and Katie
R.W.G.

For Erik and Khai-Leif
X-T.N.

For Gwen and Papa
D.C-J.

· PREFACE ·

A WORD ABOUT USING THIS BOOK

This book will seem different than other casebooks that you have used. Most casebooks integrate excerpts from cases, articles, and statutes into the text of the chapter. This book begins each chapter with an Overview that gives the reader an overall picture of licensing in a particular context (say, for example, licensing in the software industry). Think of this Overview section as an extended nutshell or an abbreviated hornbook. The Overview cites cases, statutes, and articles but does not contain excerpts from them.

The excerpts come after the Overview in a section called Materials. The Materials are there to be used as primary source material to explore the multitude of issues that arise in licensing. They are there to serve as the platform and catalyst for discussion of issues about legal doctrine, public policy, business strategy, litigation tactics, and license drafting.

This book also includes Problems and Drafting Exercises. These you will find after the Materials in each chapter. They provide different settings in which to apply the information from the Overview and the Materials, and introduce new issues and perspectives.

We think this format will allow the discussion of licensing law to be freer, deeper, and richer than if we suggested the importance of the materials by their placement in each chapter's text. We also think it allows you to experience the materials as you will in law practice. In law practice, materials do not come neatly packaged in a context suggesting their usefulness. Instead, it is up to the reader to glean their significance.

You might be interested to know that this format is both cutting edge and old school. It is cutting edge in the sense that it is largely new to modern readers. It is old school in the sense that the original casebooks were largely a compilation of unedited cases. Whether our format represents new or old or both, we hope it provides a useful way to learn about licensing.

A final word about format: Part One of the book contains a general introduction to licensing transactions and law. It also contains a chapter discussing the common provisions that are found in a license agreement and a chapter that addresses the craft of drafting a license agreement. Part One sets up the rest of the book. Part Two contains chapters on the licensing of all the major types of intellectual property.

Part Three contains chapters on licensing in certain contexts, such as the software industry and university technology transfers, as well as chapters on how various commercial laws bear on licensing.

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