IP NEGOTIATIONS IN RCAs

[Times are approximate. Please expect that the duration of breaks may be shortened throughout the day]

Time	Topic	Description
8.45	**Arrive**	
9.00	**Joint ownership of IP, its unexpected implications, and why joint ownership is not necessarily an attractive concession. Managing joint ownership.**	Joint ownership of IP suggests that the joint owners have equal and mutual rights over the jointly owned IP. But that is not the case. A joint owner that lacks the capacity to manufacture and sell (like a university, research institute, or start-up) will be disadvantaged compared to the joint owner that has that capacity. Why you must know the joint ownership laws that operate in those countries (not just your own country) where you have patents, and the impact of unharmonised joint ownership laws.
10.30	**Morning Tea**	
11.00	**IP Ownership Models in Research Agreements**	*(where a university / research institute undertakes research, and a company provides funding but makes no inventive contributions)* Should a company that only provides funding for research, but makes no inventive contribution own the IP? Or even jointly own the IP? Strategies to negotiate sole ownership to the university / research institute that creates the IP. Strategies to persuade a company that this is the customary model in research agreements. What rights to confer upon the company that funds research that it will accept in substitution for an ownership interest
	IP Ownership Models in Collaboration Agreements with a Company	*(where a university / research institute and a company jointly undertake research together, and are jointly inventive)* A company that contributes to research not solely with funding, but inventively as well, legitimately expects to have an ownership interest in the IP: Models to consider – inventorship model; improvements model, category model, joint ownership model, joint venture company model. Advantages and disadvantages of each model. Criteria for selecting one model over another. What you must do if you must have a joint ownership model.
12.30	**Lunch**	
1.30	**IP Ownership Models in a Collaboration Agreement between two or more universities / research institutes**	*(where two or more universities / research institutes undertake research together, and are jointly inventive)* Models for IP ownership in collaborations between universities / research institutes. Criteria for allocating joint ownership proportions. When to have Inter-Institutional Agreements to deal with the protection and commercialisation of the IP, and what these agreements provide for.
	Negotiating an alternative to IP ownership: Rights of First Refusal and Options to Negotiate a License	How these are used in IP ownership negotiations. Their legal status considered in various countries including Australia, United States, Europe (and when this workshop is presented in Singapore, Malaysia, and Hong Kong, in those countries as well). Implications of unharmonised laws in relation to rights of first refusal and options to negotiate. Why these rights must be used. Potential liabilities to be aware of. Bargaining implications to be mindful of.
3.00	**Afternoon Tea**	
3.30	**IP chain of title defects that arise. How to avoid them. How to fix them**	When you don't own the IP that you think you do: IP created by employees, academic scientists, company directors, visiting scientists, students, contractors, etc. Laws that place IP ownership otherwise than where would be expected. Particular chain of title issues arising in the software industry. R&D contracting generally.
	IP Ownership due diligence	What an IP ownership due diligence is – what to look for, and how its done. Impact on IP ownership warranties. Preparing for a due diligence. Undertaking a due diligence.
	Negotiating IP Ownership warranties	Customary warranties dealing with IP ownership in relation to different types of IP. Why different types of IP need warranties framed differently. When, how, and extent of qualifications to warranties. Approach to warranties in license agreements, collaboration agreements, and R&D agreements.
5.00	**Close**	