

This agreement helps Licensors of patent rights maximize revenue and increase sales. This is the form you need if you are a person licensing another to use a patent you own or a person receiving the right to use a patent owned by someone else.

Form Outline
Patent License

Article I - Recitals and Definitions

- Section 1.01 - Recitals
- Section 1.02 - Definitions

Article II- Marketing and License

- Section 2.01 - License Rights
- Section 2.02 - Reservation of Rights
- Section 2.03 - Best Efforts
- Section 2.04 - Marketing Costs
- Section 2.05 - Determination of License Fee
- Section 2.06 - Acknowledgement
- Section 2.07 - Trademark
- Section 2.08 - Marking
- Section 2.09 - Sublicensing
- Section 2.10 - Sale of Product
- Section 2.11 - Consultations

Article III - Payment and Reporting

- Section 3.01 - Royalties
- Section 3.02 - Monthly Reporting
- Section 3.03 - Record keeping and Auditing
- Section 3.04 - Insurance
- Section 3.05 - Taxes
- Section 3.06 - Late Payments
- Section 3.07 - Expiration of Patent
- Section 3.08 - Termination Royalties

Article IV - Intellectual Property

- Section 4.01 - Proprietary Information
- Section 4.02 - Intellectual Property Rights
- Section 4.03 - Employee Pirating
- Section 4.04 - Improvement Methods
- Section 4.05 - Improvement Patents
- Section 4.06 - Export

Article V - Patent Prosecution

- Section 5.01 - Patent Prosecution and Maintenance

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selection.**

Contract Review

**If you make
changes to your
contract and would
like to have it
reviewed by a
Technology Lawyer,
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review for a
Fixed Price.**

**See WebSite
for Details**

Section 5.02 - Ownership of Patents

Section 5.03 - Patent Infringement

Section 5.04 - Licensee Action

Section 5.05 - Foreign Patents

Article VI - Warranty

Section 6.01 - Licensor Representation

Section 6.02 - Licensee Warranty

Section 6.03 - Disclaimer of Warranty

Section 6.04 - Limitation of Damages

Section 6.05 - Force Majeure

Section 6.06 - Licensee Indemnification

Article VII - Termination

Section 7.01 - Term

Section 7.02 - Right of Termination

Section 7.03 - Cancellation for Cause

Section 7.04 - Assignment to Creditors

Section 7.05 - Return of Materials

Article VIII - Miscellaneous

Section 8.01 - Relationship of the Parties

Section 8.02 - Arbitration

Section 8.03 - Assignment

Section 8.04 - Complete Agreement

Section 8.05 - Assurances

Section 8.06 - Amendments and Modifications

Section 8.07 - Severability

Section 8.08 - Captions

Section 8.09 - Counterparts

Section 8.10 - Governing Law

Section 8.11 - Agreement Expenses

Section 8.12 - Notice

Section 8.13 - Pronouns/Gender

Section 8.14 - Waiver

**Technology Sublicense
Exhibit A to FRM151**

Article I - Recitals and Definitions

Section 1.01 - Recitals

Section 1.02 - Definitions

Article II- Scope of Sublicense

Section 2.01 - Grant of Sublicense

Section 2.02 - Fee

Article III - Marketing and Cost

Section 3.01 - Costs

Section 3.02 - Invoicing and Payment

Section 3.03 - Taxes

Section 3.04 - Acknowledgement

Section 3.05 - Marking

Section 3.06 - Sale of Product

Article IV - Termination

Section 4.01 - Termination Limitations

Section 4.02 - Termination

Section 4.03 - Cancellation for Cause

Section 4.04 - Return of Materials

Article V - Warranty

Section 5.01 - License Warranty

Section 5.02 - Disclaimer of Warranty

Section 5.03 - Limitation of Damages

Section 5.04 - Force Majeure

Section 5.05 - Licensee Indemnification

Article VI - Intellectual Property

Section 6.01 - Proprietary Information

Section 6.02 - Intellectual Property Rights

Section 6.03 - Improvement Methods

Section 6.04 - Export

Article VII - Miscellaneous

Section 7.01 - Assignments

Section 7.02 - Entire Sublicense

Section 7.03 - Equitable Remedies

Section 7.04 - Amendments and Modifications

Section 7.05 - Severability

- Section 7.06 - Captions
- Section 7.07 - Counterparts
- Section 7.08 - Governing Law
- Section 7.09 - Notice
- Section 7.10 - Pronouns/Gender
- Section 7.11 - Bankruptcy
- Section 7.12 - Waiver
- Section 7.13 - Relationship of the Parties
- Section 7.14 - Arbitration
- Section 7.15 - Assurances
- Section 7.16 - Litigation Expense

**Product Distribution Agreement
Exhibit B to FRM 151**

Article I - Recitals and Definitions

- Section 1.01 - Recitals
- Section 1.02 - Definitions

Article II- Scope of Agreement

- Section 2.01 - Grant of Rights
- Section 2.02 - Fee
- Section 2.03 - Price

Article III - Marketing and Cost

- Section 3.01 - Costs
- Section 3.02 - Invoicing and Payment
- Section 3.03 - Taxes
- Section 3.04 - Acknowledgement
- Section 3.05 - Marking
- Section 3.06 - Sale of Product

Article IV - Termination

- Section 4.01 - Termination Limitations
- Section 4.02 - Termination
- Section 4.03 - Cancellation for Cause
- Section 4.04 - Return of Materials

Article V - Warranty

- Section 5.01 - Distributor Warranty
- Section 5.02 - Disclaimer of Warranty
- Section 5.03 - Limitation of Damages
- Section 5.04 - Force Majeure

Section 5.05 - Licensee Indemnification

Article VI - Intellectual Property

Section 6.01 - Proprietary Information

Section 6.02 - Intellectual Property Rights

Section 6.03 - Export

Article VII - Miscellaneous

Section 7.01 - Assignments

Section 7.02 - Entire Agreement

Section 7.03 - Equitable Remedies

Section 7.04 - Amendments and Modifications

Section 7.05 - Severability

Section 7.06 - Captions

Section 7.07 - Counterparts

Section 7.08 - Governing Law

Section 7.09 - Notice

Section 7.10 - Pronouns/Gender

Section 7.11 - Bankruptcy

Section 7.12 - Waiver

Section 7.13 - Relationship of the Parties

Section 7.14 - Arbitration

Section 7.15 - Assurances

Section 7.16 - Litigation Expense

Remember: You are entitled to a FREE Consultation with a Technology Lawyer with each form purchased.

Top 10 Reasons Why You Should Use Our Contracts:

- Increase Sales -** Our contract templates for Sellers of Technology Services and Products structure the Seller/Buyer relationship to maximize revenue and increase sales for the Seller.
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- No "Legalese" -** Our forms use short, compact sentence structures and definitions. Sections are topical and modular, typically requiring no more than 2-3 sentences each. This structure supports an understanding of the overall agreement as well as the meaning of each section. Agreements which are easy to understand and use are more easily drafted, negotiated and enforced.
- Advocacy -** Most of our contract templates are drafted to advocate the position of one side of the transaction. You pick the side of the transaction applicable to you!
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