

LURKING LEGAL TRAPS AWAITING TECH TRANSFER NEGOTIATORS and how to avoid them

1 Day
Intensive
Skills Development Workshop



Hong Kong

Monday, 17 July 2017

Kuala Lumpur

Wednesday, 19 July 2017

Singapore

Friday, 21 July 2017

About the Workshop

This new workshop was designed and developed in collaboration with a large tech transfer office of a university, where it was presented earlier this year. That TTO has encouraged us to present it publicly, which we are doing now for the first time.

The catalyst for the development of this workshop in that collaboration was the TTO's assessment that its staff engaged in negotiating tech transfer transactions were better equipped to do so when they had knowledge of aspects of the contractual legal environment in which the negotiation was conducted. Its TTO staff needed this legal knowledge to be equipped to deal more effectively with some of the legal implications of what they encountered.

A tech transfer negotiator must be multi skilled. The negotiator must have communication skills, analytical skills, persuasiveness, and knowledge of human behaviour.

No less must the negotiator have knowledge of those laws which impact upon what and how the negotiator will negotiate. This workshop is about those laws. Which laws? When you're ready please look at the next page which describes the Program.

Legal implications and potential liabilities do not start when the drafting of a tech transfer agreement commences. They start when the negotiation starts, and sometimes earlier, when seeking potential commercial partners.

In this workshop we look at numerous tech transfer case studies, and at the laws impacting upon tech transfer negotiators in Singapore, Malaysia and Hong Kong (all of whose legal systems are derived from the UK). We also look at US laws, since we negotiate with US parties, and refer to EU and Chinese laws as well.

Who should attend?

Everyone involved in the negotiation of tech transfer transactions, including universities, research institutes, companies and government:

- Tech transfer staff
- Licensing staff
- Business development staff
- Tech transfer associates
- Tech transfer analysts
- Start up companies
- Venture capital investors
- Lawyers
- Patent attorneys
- Business advisers
- Everyone involved in tech transfer transactions

Your Presenter



Your presenter is Philip Mendes, an experienced licensing professional who has negotiated intellectual property licenses and other technology transactions for over 25 years with parties in over 25 countries. Philip has negotiated some of the largest intellectual property licensing transactions arising from Australian research, measured in a number of respects including deal value, export earnings generated, and number of lives saved from new therapeutic drugs and vaccines.

Licensing transactions have been undertaken in all fields of science, including pharmaceutical, biotechnology, information technology, medical devices, diagnostics, defense and engineering technologies. Philip has negotiated with all the world's largest pharmaceutical companies, and multinational companies in other fields.

Philip is an Adjunct Professor at Queensland University of Technology, where he teaches Management and Commercialisation of Intellectual Property in the WIPO/QUT Masters Program. He has presented in excess of 180 licensing and intellectual property related workshops throughout Asia.

Program

A detailed two page description of the program is available by clicking [here](#).

Focusing entirely on technology transactions such as licenses, collaboration agreements and research agreements, workshop highlights include:

- To What Extent Can you disclose without a Confidentiality Agreement?
- Agreements to agree – recognising and avoiding them.
- When an obligation to negotiate in an option to license or right of first refusal is valid, and how to discharge the obligation to negotiate
- The extent of a duty of disclosure to parties with which you negotiate
- Misrepresentation – and liabilities even when you don't mean it.
- Unintended side oral agreements and how to avoid them.
- Binding and Non-Binding Term Sheets, and how to make sure that they are always non-binding.
- Making sure that proposals are not legally binding
- Certainty and Precision in what is agreed in a negotiation
- What do "Consent not to be unreasonably withheld" "Good faith" "Acting reasonably" "Best endeavors" "Material" etc. legally mean and what are the implications of employing these terms in a negotiation.
- What non-lawyers need to know about negotiating risk allocation.

Registration

What registration includes

The Registration fee includes:

- attendance at the workshop
- detailed bound course materials that will be an ongoing reference resource for your organisation as well as you
- a license to use the course materials
- lunch
- morning and afternoon refreshments.

Registration fee

Staff of universities, research institutes, Government and government agencies (all in USD\$)	1st staff member	2nd staff member	3rd staff member	4th staff member	Each subsequent
Full registration fee	\$550.00	\$550.00	\$550.00	\$550.00	\$550.00
Less Group Registration discount (10% - 20% - 30%)	-	-\$55.00	-\$110.00	-\$165.00	-\$165.00
Total Registration Fee	\$550.00	\$495.00	\$440.00	\$385.00	\$385.00

If you catch a plane to attend our workshop, deduct 10% from the applicable registration fee.

Staff of a private sector employer (all in USD\$)	1st staff member	2nd staff member	3rd staff member	4th staff member	Each subsequent
Full registration fee	\$610.00	\$610.00	\$610.00	\$610.00	\$610.00
Less Group Registration discount (10% - 20% - 30%)	-	-\$60.00	-\$120.00	-\$180.00	-\$180.00
Total Registration Fee	\$610.00	\$550.00	\$490.00	\$430.00	\$430.00

If you catch a plane to attend our workshop, deduct 10% from the applicable registration fee.

How to register

- [Click here](#) to register on line at the workshop website, or
- Visit www.opteon.com.au and follow the links.



Do you have a question? Please email joanne@opteon.com.au

Visit us at www.opteon.com.au