COPYRIGHT LICENSING TIPS
Eric Goldman
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• The interplay between the license grant and the payment provision is the most crucial aspect of any copyright license
  o the licensor wants to give only what it is being paid for
  o cannibalization of licensor's business
  o licensee having to buy the same asset over and over again
  o exclusivity and minimum payments
  o define when the license can terminate, and what happens on termination?

• Carefully define the licensed work

• License grant should mirror the statutory language and should be explicit for each class of work being licensed

• There is no such thing as an oral exclusive license

• Derivative work rights require multiple license grants

• Every license is subject to the licensor’s termination of transfer right—even if the contract says that it is perpetual and irrevocable

• The word “exclusive” is inherently ambiguous

• Define the licensee: assignments, sublicenses and changes of control

• Use thought when drafting licenses based on types of media or technology

• Use thought when drafting geographical limitations on a license

• UCC Article 2 can apply to many copyright licenses; also note the First Sale doctrine

• Watch out for unintended joint authorship situations

• Beware of copyright misuse (attempting to use a copyright monopoly to protect markets not covered by the copyright)

• Build systems to manage in-license compliance