

American Conference Institute's
11th Advanced Forum on

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Structuring, Negotiating and Managing

Pharma/Biotech Collaborative Agreements

Allocating Rights, Responsibilities & Rewards in
Licensing, Strategic Alliances and Partnering Deals



November 12-13, 2008 • Helmsley Park Lane Hotel • New York, NY

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Partner
Covington & Burling LLP



William Mongan
Executive Director
Healthcare Innovation
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Schering-Plough
Via Pharmaceuticals
University of Colorado
Wyeth
Yale University

Leading in-house counsel, licensing and business development executives and expert attorneys in the field will share their insights and experiences on how to:

- **LEVERAGE** intellectual property and draft favorable exclusivity provisions
- **ANTICIPATE** the potential impact of M & A activity on your transaction
- **NEGOTIATE** co-development rights
- **PROTECT** rights relating to future developments and improvements
- **EVALUATE** viable compensation structures
- **MINIMIZE** risks through partner selection and due diligence
- **ENSURE** effective alliance management
- **NEGOTIATE** hotly contested issues with universities
- **AVOID** the top pitfalls of international deals

MASTER CLASS A – THURSDAY, NOVEMBER 13, 2008

Sustaining a Successful Collaboration Through Effective Alliance Management

MASTER CLASS B – FRIDAY, NOVEMBER 14, 2008

The “Win-Win” Collaborative Agreement:
Practical and Ethical Negotiating and Drafting Strategies

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Ensure your collaborations are structured to maximize the returns from product development and commercialization

With approximately \$20 billion in annual sales coming off patent this year (reported in IMS Health's 2008 Global Pharmaceutical Market and Therapy Forecast, 11/1/07), the stakes in negotiating and maintaining lucrative licensing and collaborations could not be higher. Drug makers need to invest in building product pipelines, and partnering is a key part of R&D strategies for maintaining profits and fighting the plague of competition from generic manufacturers. And with many of the major companies cutting overhead, partnering becomes an even more attractive way for them to jumpstart research while at the same time trimming costs. For biotech firms, this climate provides opportunities for negotiating attractive financial terms, as evidenced in the recent upfront payments of as much as \$100 million.

In its 11th installment, ACI's **Advanced Forum on Pharma/Biotech Collaborative Agreements** provides you with the unparalleled opportunity to meet, network and learn from experienced practitioners who every day successfully navigate their way through these complex agreements. Featuring business and legal representatives from 17 leading companies and universities, you will hear from them the most effective strategies for tackling the key challenges confronting you daily when negotiating and drafting agreements, including:

- Retaining valuable product rights
- Securing licenses without granting potentially lucrative co-development options
- Factoring M&A into ANY negotiation
- Drafting clauses creating favorable exclusivity rights and minimizing litigation in the wake of *MedImmune* and *Quanta*
- Selecting the right partners, deal structure, and compensation analysis
- Negotiating competitive terms with academic institutions

Continue your conference experience by attending one of the Master Classes:

- Sustaining a Successful Collaboration Through Effective Alliance Management
- The "Win-Win" Collaborative Agreement: Practical and Ethical Negotiating and Drafting Strategies

This year's program will provide the opportunity to continue your discussions with colleagues and speakers at the close of the first day, in a relaxed environment over cocktails.

With so much at stake and the ability to network with the outstanding faculty and participants, you can see why many industry professionals return to this event year after year. Join your colleagues and register now for this event by calling 888.224.2480; by faxing your registration form to 877.927.1563; or registering online at www.americanconference.com/pharmabiocollab

Who You Will Meet

Biotechnology and Pharmaceutical professionals

- Counsel
- Business development and strategic planning executives
- Licensing Executives
- Alliance Managers

Attorneys practicing in the following areas:

- Pharmaceutical, life sciences, healthcare
- Intellectual property
- Life Sciences transactions
- Licensing

AGENDA-AT-A-GLANCE

DAY 1 – Wednesday, November 12, 2008

- Factoring Takeaways from Recent Deals and Trends into Your Collaborations Strategy
- Limiting the Potential for Litigation: Best Drafting Practices After *Quanta* and *MedImmune*
- Prelude to Acquisition? Incorporating M&A Considerations into Your Collaboration Strategy
- Negotiating Critical IP Terms and Compensation Structures to Accelerate Development and Maximize Profits
- Incorporating International Business Strategies into Collaborative Agreements

DAY 2 – Thursday, November 13, 2008

- Successfully Negotiating Collaborative Research Agreements with Academic Institutions
- Alliance Management: Establishing Governance Structures for Successful Collaborations
- Asset Spin-Outs: Overcoming Challenges in Negotiating Out Licensing by Pharma and Big Biotech
- Setting the Stage for Success by Choosing the Right Partner and Conducting Effective Due Diligence
- Defining Critical Termination Rights
- Master Class A: Sustaining a Successful Collaboration Through Effective Alliance Management

DAY 3 – Friday, November 14, 2008

- Master Class B: The "Win-Win" Collaborative Agreement: Practical and Ethical Negotiating and Drafting Strategies

7:30 Registration and Continental Breakfast ☕

8:30 Co-Chairs' Opening Remarks



John A. Hurvitz
Partner
Covington & Burling LLP (Washington, DC)



William Mongan
Executive Director, Healthcare Innovation
AstraZeneca LP (Wilmington, DE)

8:45 Factoring Takeaways from Recent Deals and Trends into Your Collaborations Strategy



Michael Crowley
Associate Director, Business Development
Genentech Inc. (South San Francisco, CA)



Denise M. McGinn
V.P., Business Development
Biotechnology, Immunology, Oncology
Johnson & Johnson Pharmaceuticals Group (Horsham, PA)



Alex Scott
Vice President, Business Development
Eisai (Woodcliff Lake, NJ)

Moderator:



Randall B. Sunberg
Partner, Chair Life Sciences Transactions
Morgan, Lewis & Bockius LLP (Princeton, NJ)

- Predicting the impact of current economic trends on future deals
 - the dollar's strength or weakness and how it may be a future deal driver
 - to what extent will the current "credit crunch" and subprime crisis have an impact on deals?
 - role of venture capital in the life sciences sector
- Revisiting and changing assumptions in light of recent approaches in pharma/biotech collaborations
 - insights on recent deal activity and creative alliances
 - filling the pipeline – who is collaborating and why?
 - new strategies for allocating IP rights
 - how some deals reflect the increased market power of biotech companies
- Shifting away from traditional deal structures
 - understanding the development and commercialization options
- Analyzing the impact of an increasingly competitive market
 - early-stage vs. late-stage collaborations
- Lessons learned from the year's top deals
 - auction processes and M&A alternatives
 - getting to the heart of what rights were granted and retained
 - recognizing what the potential pitfalls were
 - how the parties arrived at mutually beneficial terms

10:00 Morning Coffee Break ☕

10:15 Limiting the Potential for Litigation: Best Drafting Practices After *Quanta* and *MedImmune*



Michael A. Epstein
Partner
Weil, Gotshal & Manges LLP (New York, NY)



Michael F. Hurley
Partner
McDermott Will & Emery LLP (New York, NY)

- Assessing what the Supreme Court said about patent rights in *Quanta*
 - questions left unanswered by the court
 - drafting restrictive conditions that will be enforceable against downstream users
 - terms that will help to avoid ambiguities raised by the ruling
- Contractual strategies for minimizing the risk of litigation
 - special risks for licensors post-*MedImmune*
 - addressing *MedImmune* when negotiating future collaborations
 - drafting creative non-challenge provisions and deterrents
 - forum selection and the increased importance of arbitration
 - front-loaded royalties
 - royalty escalation
 - license termination clauses
 - advance notification requirements
 - including appropriate indemnification provisions
- Determining strategy relating to use of new clauses and assessing the enforceability of particular clauses
 - venue considerations in what will be enforceable
 - determining who pays for litigation costs
 - drafting successful limitation of liability clauses
- Avoiding common ambiguities that can lead to conflict
- Setting effective dispute resolution mechanisms

11:15 Prelude to Acquisition? Incorporating M & A Considerations Into Your Collaboration Strategy



Lawrence R. Miller
Assistant General Counsel
Licensing and Mergers & Acquisitions
Pfizer Inc. (New York, NY)



Faye H. Russell
Partner
Latham & Watkins LLP (San Diego, CA)

- Anticipating when a collaboration may turn into a potential acquisition
- Determining whether to introduce M & A into the licensing discussion
- Looking at investors' and shareholders' goals, for the deal and for long-term
 - to what extent is the potential partner looking to be acquired?
 - assessing whether the company needs external financing that could change the decision makers in the company
- How different terms for the collaboration can facilitate or hinder a later acquisition
 - amount paid up front
 - timing of payment stages
 - governance structure
 - technology transfer provisions
 - rights of first refusal/first offer
- What should change if a partner is acquired?
 - ownership or control of prosecution, maintenance and litigation related to any co-developed intellectual property
 - information flow
 - retaining other rights in the event of an acquisition, including termination of all or part of the collaborative effort
 - right of first refusal on sale of collaborator
 - right of first offer
 - right to co-promote or co-commercialize
 - right to participate in any future financing activity
- Protecting the company should a change of control take place
 - trade secrets
 - attorney-client privilege
- Including change-of-control provisions in the initial agreement
 - tips for drafting the provisions to protect the company and account for alternate possible outcomes

- sample actual language
- Addressing potential antitrust concerns when structuring the agreement
 - managing the common triggers for antitrust review
 - complying with DOJ and FTC guidelines for IP licensing and collaborations among competitors

12:30 Networking Luncheon for Speakers and Delegates

1:45 Negotiating Critical IP Terms and Compensation Structures to Accelerate Development and Maximize Profits



Timothy Herpin, Ph.D.
Director, Scientific Licensing
Bristol-Myers Squibb (Princeton, NJ)



Brendan P. Rae, Ph.D.
Senior VP, Licensing & Business Development
Via Pharmaceuticals (San Francisco, CA)



Howard S. Schwartz
Partner
DLA Piper (Baltimore, MD)

- Selecting the best deal structure
 - placing value on keeping things simple and understandable
 - factoring in needs and strengths: what are the companies' business models?
 - treatment of debt or loans that may need to be paid
 - indentifying the structure that will yield the greatest potential returns
 - straight licensing
 - co-promotion
 - co-commercialization
 - co-development
 - cross-licensing
 - profit-sharing and co-funding
 - out-licensing
 - seeing what has worked for the companies in the past
- Drafting simplified agreement terms that appropriately define the parties and IP ownership
 - effectively documenting who owns what and what entities are involved
- Ensuring an equitable share of risk and reward
 - retaining downstream economic benefits
- Negotiating exclusive and non-exclusive rights: maximizing the value of assets
 - differing agreement terms for diagnostic uses vs. therapeutics
 - options for dividing up control of IP based on:
 - molecules
 - disease indications
 - exclusive geographical restrictions
- Protecting future developments and improvements
 - clinical trials
 - joint improvements
 - preserving freedom to operate
- Drafting terms for mutually beneficial co-promotions
 - sharing of expenses
 - setting sales prices and discounts
 - assessing the real value v. the perceived value of a co-promotion deal
 - monitoring/audits of performance
- Avoiding the perils of joint ownership
 - developing controls to protect misappropriation of trade secrets and proprietary information
- Selecting the compensation structure that creates the greatest overall project value
 - profit-share vs. royalty
- Structuring the deal when you need to maximize near-term value
- Ensuring that there are aligned incentives

- Making certain that expectations about the deal are driven by realistic valuations
 - fair valuation v. relative risk
 - predicting future trends and their impact on valuations
- Devising useful valuation models
 - for early-stage v. late-stage compounds
 - distinguishing between buyer and seller valuation
 - using comparables as a basis for value
 - establishing what to do if there are no comparables
- Using equity as a tool to enhance deal value
- Positioning assets for maximum valuation
- Matching the best compensation structure for the needs of the parties
 - upfront and milestone payments
 - structuring royalty payments
 - cost/profit sharing
 - co-development and co-promotion allocation
 - equity/loans
 - novel structures that work

3:15 Afternoon Refreshment Break

3:30 Incorporating International Business Strategies into Collaborative Agreements



Eileen Smith Ewing
Partner
K&L Gates LLP (Boston, MA)




Peter Homberg
Partner
Jones Day (Munich, Federal Republic of Germany)



Kenneth Krisko
Partner
Cooley Godward Kronish LLP (Reston, VA)

- Emerging areas for international deals: assessing potential regions for new worldwide collaborations
 - new drug development: European biotech and Israel
 - financing partners: Japan
- Avoiding the leading pitfalls associated with international deals
 - protecting IP when manufacturing in another country
 - guarding trade secrets
 - weighing the pros and cons of regional v. worldwide deals
 - enforcing licenses abroad
 - focusing on the correct local laws
 - arbitration and handling disputes
 - valuation abroad
- Structuring a territorial deal
 - parsing out territories
 - balancing immediate return with maintaining global development
- Managing specific considerations for deals with Japanese pharmaceutical and biotech companies
 - distinguishing how the markets are different
 - negotiating licenses and co-development agreements in light of recent deals by Astellas and Takeda
 - approving/recording cross-border licenses
 - securing rights to "improvements"
 - settling disputes
 - protecting IP rights
 - enforcing agreements
 - effective techniques
 - minimizing potential for disputes

4:45 Join the speakers and your peers to continue the day's discussions over cocktails. 

5:15 Conference Adjourns

7:30 Registration and Continental Breakfast ☕

8:15 Co-Chairs' Remarks

8:30 **Successfully Negotiating Collaborative Research Agreements with Academic Institutions**



Stephanie Oestreich
Associate Director, Strategic Alliances
Novartis Institutes for BioMedical Research Inc.
(Cambridge, MA)



John W. Puziss
Director of Technology Licensing
Yale University (New Haven, CT)



Catherine Shea
Associate Counsel for Technology Transfer
and Research Compliance
University of Colorado (Denver, CO)



Ofra Weinberger, Ph.D.
Director, Health Sciences
Science and Technology Ventures
Columbia University (New York, NY)



Moderator:
Emily I. Leonard
Partner, Covington & Burling LLP (Washington, DC)

- How the credit crisis and changing business models for drug development will impact on licensing with universities
- Investigating the synergies and cultural differences and objectives between industry and academia
 - cultural differences between different universities
 - public vs. private universities and state statutes governing IP transactions
 - understanding the needs of academics
- Crafting agreements with individual scientists or academic departments
 - challenging aspects to communicating and managing faculty
- Defining the three main types of agreements with universities
 - material transfer agreements
 - licensing
 - research collaborations
- Balancing interests in confidentiality v. publication rights
- Demystifying the legal, regulatory and tax restrictions unique to academia that impact the contract terms
 - *Bayh-Dole Act* – can a university assign patents?
 - NIH Guidelines – the impact of federal funding
 - foundation grant mandates (e.g., Gates Foundation, JDRF)
 - commercial research restrictions (Tax Act of 1986)
 - individual institutional policies
 - working with the IRS regs
 - state fiduciary duties
 - CREATE act
 - limitations to research when investigator leaves
- Effectively negotiating contested issues with academic institutions:
 - ownership of IP
 - responsibility for patent costs covering joint inventions
 - rights to improvements
 - exclusive commercialization rights
 - sublicensing provisions
 - pricing issues
 - indirect costs for sponsored research
 - allocation of risk
- Setting royalty terms and establishing valuation
- Appreciating the difference between government regulations and policies

9:45 Morning Coffee Break ☕

10:00 **Alliance Management: Establishing Governance Structures for Successful Collaborations**



Paul A. Stewart
Manager, Global Business Development
Eli Lilly (Indianapolis, IN)



Brianne Weingarten
Executive Director, Alliance Management
Purdue Pharma (Stamford, CT)



Frank S. Vellucci
Partner
Chadbourne & Parke LLP (New York, NY)

- Detering problems from the start when the agreement is crafted
- Building a steering committee: assigning parties' roles to ensure a clear decision making process
 - territorial vs. functional allocations
 - assigning the right tasks to the right people in the right organization
 - which qualifications are right for which positions?
- Preventing the deal from collapsing by utilizing a dispute resolution ladder that works
 - defining voting, veto and tie breaking rights
 - strategically deciding how to divide up responsibilities
 - determining when it makes sense to have joint control
 - factoring in the influence and responsibilities of the parties when determining who decides
 - assessing risks of giving control to one party
- Creating terms to ensure your product is developed and makes it to market
 - moving beyond “commercially reasonable” efforts
 - structuring the deal so the other party is incentivized to develop and/or market the product
 - setting benchmarks and the methods for resolving changing circumstances
 - identifying champions to move the deal forward
 - clarifying who has regulatory responsibility including compliance with recordkeeping and reporting requirements
- Clearly defining key parameters for monitoring the process
- Establishing clear milestones and deliverables
- Fostering and monitoring compliance with the provisions of the agreement
 - documenting responsibilities and performance
 - communicating problems within a reasonable time frame
- Providing for jointly defending a product
 - contemplating how the parties will defend against lawsuits and patient complaints
 - making the litigation process part of the collaborative agreement
 - execution of joint defense agreements
 - understanding the scope of indemnity provisions
 - managing litigation

11:15 **Asset Spin-Outs: Overcoming Challenges in Negotiating Out Licensing by Pharma and Big Biotech**



Cynthia J. Zarsky
Senior Director, Research Contracts and Outlicensing
Merck Research Laboratories (Rahway, NJ)



Kingsley L. Taft, Ph.D.

Partner

Goodwin Procter LLP (Boston, MA)

- Seizing opportunities for leveraging assets to increase revenues
 - understanding how to initiate the discussion
 - explaining why an asset can present a good opportunity
- Negotiating royalties and other compensation
 - arranging terms for payment milestone
 - considerations regarding royalty structures
- Setting terms that will maximize future commercialization
 - structuring with an eye towards future partnerships
- Strategies for increasing returns on investment
 - exploiting improvements
- Allocating responsibilities for patent prosecution and enforcement
 - options for ensuring technology is protected
- Granting come back rights
 - handling options and other preferential rights
- M&A considerations
 - must-have provisions for licensees
- Anticipating potential supply issues
 - exhaustion of inventory of compound
- Navigating unique issues if the compound will be part of a field split deal
 - IP maintenance and enforcement
 - novel marketing considerations
 - regulatory issues and compliance
 - termination

12:00 Networking Luncheon for Speakers and Delegates 

1:15 Setting the Stage for Success by Choosing the Right Partner and Conducting Effective Due Diligence



William Jacobsen, Ph.D.

Director, Project Management, Women's Health and Pharma Business Units Director, Wyeth Global Drug Development Training Program
Wyeth Pharmaceuticals (Collegeville, PA)

Paul Thompson

Senior Legal Director, Licensing
Schering-Plough (Kenilworth, NJ)



Beth E. Arnold

Partner

Foley Hoag LLP (Boston, MA)

- Assessing your needs and strengths
 - understanding how to present your company's business model
 - preparing a unique selling proposition
- Identifying potential partners
 - what makes for a good fit?
 - assessing differing industry perspectives
- Focusing the diligence analysis to take into account time constraints and budget concerns
 - setting clear requirements and milestones
 - knowing when to dig deeper
 - what discoveries should set off alarm bells?
- Uncovering matters relating to patents and competitors
 - checking to make sure that the IP rights are clear
 - potential third-party rights
 - restrictive licenses
 - Freedom to Operate reports
 - ensuring that you aren't buying a lawsuit
- Successfully identifying practices that might lead to potential business risks and compliance problems early in the process
 - confidentiality concerns and procedures
 - royalty financing
 - fraud and abuse compliance records

- kickbacks and corporate fraud
- Sarbanes-Oxley
- consulting compensation
- manufacturing concerns: cost of goods, supply arrangement
- clinical trial strategies
- prior collaboration and litigation history
- other ongoing collaborations and resource constraints
- Examining government restrictions and rights
 - federal statutes and regulations creating or affecting the federal government's rights in intellectual property including Bayh-Dole and Homeland Security
- Differentiating diligence strategies for early-stage versus late-stage collaborations
- Using due diligence as a strategic tool during negotiations

2:15 Defining Critical Termination Rights



Alane Barnes

General Counsel

BioCryst Pharmaceuticals, Inc. (Birmingham, AL)



Daryn A. Grossman

Partner

Proskauer Rose LLP (New York, NY)

- Overcoming the differing perspectives of small, mid-sized and large companies
- Justifying why it is imperative to include termination when negotiating the agreement
 - ensuring both parties retain some value to the product at the end of the day
- Spelling out the circumstances that warrant termination
 - at-will
 - convenience
 - for breach – curable and non curable
 - change of control
 - under what circumstances can you terminate without a breach?
- Drafting unwind provisions to ensure a smooth transition
 - reversion rights
 - related compensation considerations
 - ownership of IP rights – who retains them in the event of termination?
 - partial termination issues
 - obligations to transfer programs
- Determining the effects of termination on existing sublicenses
- Strategies for enforcing cooperation in the event of termination
- Looking at how the right termination provisions impacted real deals

3:00 Conference Concludes

Continuing Legal Education Credits



Accreditation will be sought in those jurisdictions requested by the registrants which have continuing education requirements. This course is identified as **transitional** for the purposes of CLE accreditation.

ACI certifies that the activity has been approved for CLE credit by the New York State Continuing Legal Education Board in the amount of 13.5 hours. An additional 3.0 credit hours will apply to participation in Master Class A. Participants in Master Class B will receive an additional 3.5 credit hours, of which 1.5 credit hours will apply to ethics.

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ACI has a dedicated team which processes requests for state approval. Please note that event accreditation varies by state and ACI will make every effort to process your request.

POST-CONFERENCE MASTER CLASSES

Thursday, November 13, 2008 • 3:15 p.m. – 6:00 p.m.
(Registration at 3:00 p.m.)

A | Sustaining a Successful Collaboration Through Effective Alliance Management



Timothy Herpin, Ph.D.

Director, Scientific Licensing
Bristol-Myers Squibb (Princeton, NJ)



Brianne Weingarten

Executive Director, Alliance Management
Purdue Pharma (Stamford, CT)



Frank S. Vellucci

Partner
Chadbourne & Parke LLP (New York, NY)

According to a recent study, the average success rate for alliances is just 49.5%, and furthermore companies that do not use best practices will rarely have success rates above 20% (2007 State of Alliance Study, ASAP). However, by understanding what makes an alliance successful, and learning from profitable alliances that have been sustained, it is possible to vastly increase your chances for success. At this timely new workshop, experts in making collaborations work will show you how to ensure that the alliance's objectives are met by:

- Driving alliance relationships
- Aligning each partner's internal strategy
- Overcoming corporate cultural differences
- Facilitating decision-making
- Making alliance governance a focus, not an afterthought
- Creating practical alliance structures that will work effectively
- Providing for effective communication and avoiding narrow leadership
- Resolving relationship issues and disputes
- Understanding the role of alliance management throughout entire lifecycles
- Learning from previous successful collaborations

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ACI, along with our sister organization based in London, C5 Conferences, works closely with sponsors in order to create the perfect business development solution catered exclusively to the needs of any practice group, business line or corporation. With over 350 conferences in the United States, Europe, the Commonwealth of Independent States (CIS) and China, ACI/C5 Conferences provide a diverse portfolio of first-class events tailored to the senior level executive spanning multiple industries and geographies.

For more information about this program or our global portfolio of events, please contact:

Wendy Tyler

Group Leader & Business Development Executive
American Conference Institute

Tel: 212-352-3220 x242 • Fax: 212-220-4281

w.tyler@AmericanConference.com

“The program was well done – a nice balance in gut level legal issues and business considerations arising in all types of alliances.”

Gary J. Marini

Assistant General Counsel, AstraZeneca Pharmaceuticals LP
(Pharma/Biotech Collaborative Agreements, July 2006)

Friday, November 14, 2008 • 9:00 a.m. – 12:00 p.m.
(Registration at 8:30 a.m.)

B | The “Win-Win” Collaborative Agreement: Practical and Ethical Negotiating and Drafting Strategies



Teresa O. Bittenbender

Patent Attorney
(Philadelphia, PA)



Stephen M. Goodman

Partner
Pryor Cashman LLP (New York, NY)

With so many unknowns in potential deals, finding the “win-win” solution—and addressing ethical issues — is often the toughest part of getting the deal done. This Master Class will walk you through the key aspects of negotiating and drafting that are essential to successful agreements. By referring to actual deals, and also utilizing hypothetical examples, the experienced practitioners will show you how to negotiate terms and draft clauses that anticipate and can adapt to change and accommodate competing interests. Plus, this Master Class will address ethical questions that arise during these negotiations. Points of discussion will include:

- Finding a partner with whom your interests can be aligned
- Having realistic expectation and using good-faith negotiation strategies
 - recognizing respective goals and potentials
 - identifying benefits and incorporating them into the agreement
 - recognizing cultural differences of the parties
- Doing due diligence to uncover mistakes in a portfolio
- Drafting adaptable agreements
 - drafting in an unambiguous manner while still predicting arising issues and unforeseen changes
 - how to anticipate change
 - real-world examples of successful collaborations
- How to avoid ethical compromises
 - real-world examples of potential ethics issues that can arise in the negotiation and performance of agreements
- Including specifics in the agreement to avoid future disputes
- IP-specific drafting strategies
 - who gets to maintain the intellectual property?
 - ensuring your contract clauses can adapt to a changing patent landscape
- Getting what you want out of the royalties clause
- Where should royalties be paid?
 - only in markets where the patent has issued (or is filed)?
 - in each market in which the product is sold?
- Drafting clauses that protect against competition in non-patent jurisdictions
- Drafting termination provisions
 - how do you protect yourself against excessive costs?
 - how do you determine a fair royalty rate?
- Restructuring the agreement when necessary
 - allowing for modifications of the original agreement
 - adding amendments
 - drafting side letters
 - enforceability of amendments
 - notification of parties of changes to the agreement
- Specific suggested language and clauses

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Register now: 888-224-2480 • fax: 877-927-1563 • AmericanConference.com/pharmabiocollab

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Agreement: Practical and Ethical
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ATTENTION MAILROOM: If undeliverable to addressee, please forward to:
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YES! Please register the following delegate for
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FEE PER DELEGATE	Register & Pay by Sept 8, 2008	Register & Pay by Oct 20, 2008	Register after Oct 20, 2008
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- EMAIL**
CustomerService@AmericanConference.com

Hotel Information

American Conference Institute is pleased to offer our delegates a limited number of hotel rooms at a preferential rate. Please contact the hotel directly and reference "ACI: Pharma/Biotech Collaborative Agreements" conference to receive this rate:

VENUE: Helmsley Park Lane
ADDRESS: 36 Central Park South, New York, New York 10019
RESERVATIONS: 212.371.6640 / 800.221.4982

Registration Fee

The fee includes the conference, all program materials, continental breakfasts, lunches, refreshments and complimentary membership of the ACI Alumni program

Payment Policy

Payment must be received in full by the conference date. All discounts will be applied to the Conference Only fee (excluding add-ons), cannot be combined with any other offer, and must be paid in full at time of order. Group discounts available to individuals employed by the same organization.

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