

SUMMARY OF HOW TO APPLY THE TTBER

Is the agreement being put into effect in the EU (or, currently, the UK)?

Yes



Does the licence agreement relate to patents, know-how, designs or software copyright?

Yes



Is the licence agreement for the purpose of manufacture?

Yes



Are the licensor and licensee (i) competitors on the relevant technology market and/or (ii) competitors or potential competitors on the relevant product market?

Yes



Is the combined market share on each of the relevant technology and product market less than or equal to 20%?

No



Is each party's market share on each of the relevant technology and product markets less than or equal to 30%?

Yes:

Block Exemption is available, but a 'hardcore' blacklist applies (Article 4(1)). In applying Article 4(1), consider whether the agreement is reciprocal. Grant backs, no-challenge clauses and terminate-on-challenge clauses in non-exclusive agreements must be individually assessed under Article 5.

No:

Block exemption does not apply. There is no "presumption of illegality" but licensors and licensees need to examine the agreements and their economic impact to see if they are anti-competitive (use the Technology Transfer Guidelines).

Yes:

Block exemption is available; a shorter 'hardcore' blacklist applies (Article 4(2)). Grant backs, no-challenge clauses and terminate-on-challenge clauses in non-exclusive agreements need to be individually assessed under Article 5.

No:

Block exemption does not apply. There is no "presumption of illegality" but licensors and licensees need to examine the agreements and their economic impact to see if they are anti-competitive (use the Technology Transfer Guidelines).