



FRAND disputes are rarely won in court.



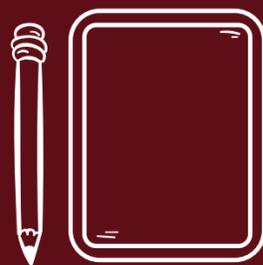
They are usually won or lost before the dispute exists — in the clause and negotiation architecture.

In SEP-heavy sectors — telecom, IoT, automotive, connected devices — the legal fight often starts long before the first notice of infringement or injunction application.

The decisive work happens earlier, at three layers.



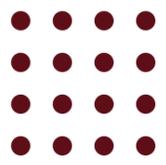
Pre-Dispute
Clause
Design



Negotiation
Architecture — Not Just
Negotiation Conduct



Dispute Sequencing
Across Forums



Pre-Dispute Clause Design



Most licensing and collaboration agreements still carry arbitration clauses that are generic, outdated, or commercially misaligned.



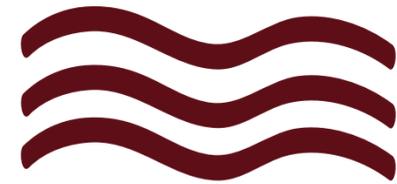
Well-designed clauses now address:

- Seat and governing law aligned with SEP portfolio geography
- Confidentiality and expert-heavy procedures
- Emergency and interim relief mechanics

Courts and tribunals increasingly look at how parties negotiated — not only what they argued.

Serious SEP strategy therefore documents:

- ① Structured licence offers and counter-offers
- ② Data disclosures tied to portfolio scope
- ③ Reasoned explanations for royalty positions
- ④ Timelines that show commercial seriousness, not delay tactics



Negotiation Architecture — Not Just Negotiation Conduct





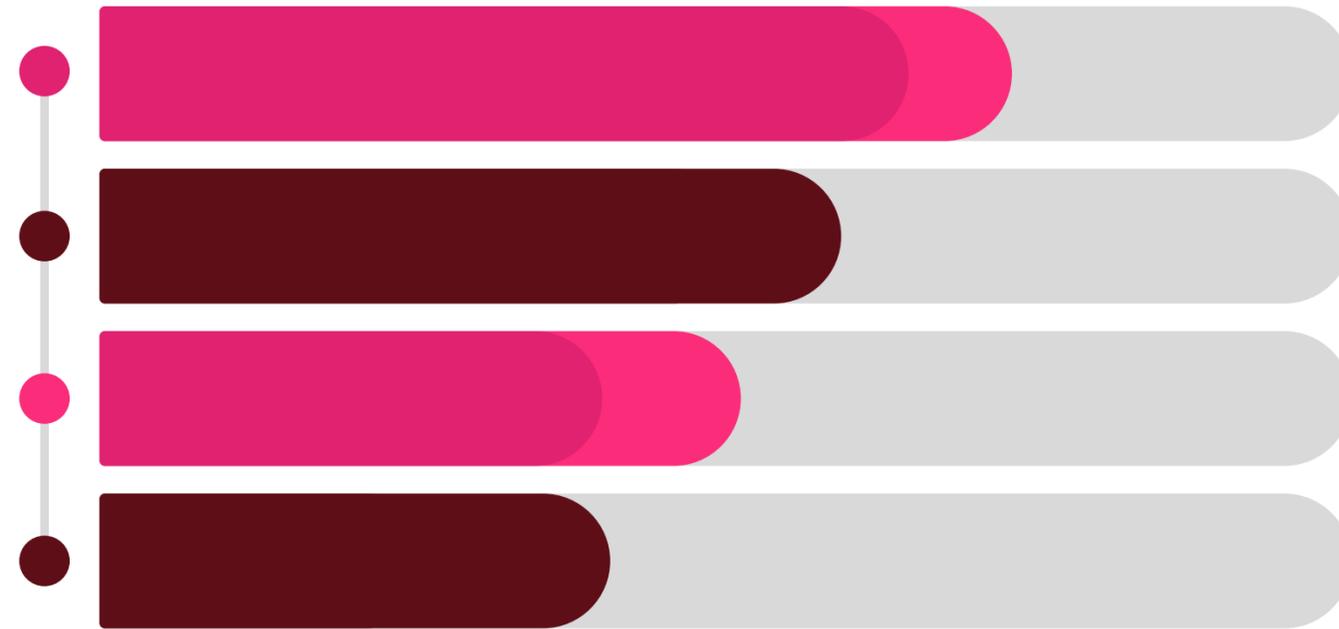
Dispute Sequencing Across Forums

FRAND disputes today are rarely single-forum disputes.

They involve a calibrated mix of:

- ▶ National infringement actions
- ▶ Arbitration or mediation on global rate setting
- ▶ Parallel negotiations across jurisdictions

From an India and Asia-facing perspective, this is increasingly relevant.



Manufacturing
base



Implementation
market



Emerging
strategic litigation
forum



Judicial
engagement with
FRAND valuation
and injunction
standards



Closing Statement

FRAND disputes are rarely decided by rhetoric in court.

They are shaped by clause design, negotiation architecture, and forum sequencing – long before formal proceedings begin.