

OPEN PEER REVIEW

Comparative Study of Patent Holder's Obligations in Licensing Agreements

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Received: 2024-09-07

Revised: 2024-10-23

Accepted: 2024-11-02

Published: 2024-12-01

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1. Round 1

1.1. Reviewer 1

Reviewer:

"The aim of the present article is to conduct a comparative study of the obligations of the patent holder in licensing agreements." could benefit from a clearer articulation of the research gap addressed by the study.

Consider adding more details about the Iranian legal framework in the introduction to highlight how it aligns or diverges from international practices.

The article does not discuss the limitations of the study, such as the availability of legal precedents or differences in judicial interpretations.

The sentence: "Other obligations are established by law or through explicit agreement and implied consent of the parties." could benefit from specific examples of implied obligations across different legal systems.

Including references to relevant case law from comparative jurisdictions would strengthen the empirical support for claims.

The section on confidentiality should provide a comparative perspective on enforcement challenges and penalties in different jurisdictions.

Authors revised the manuscript and uploaded the document.

1.2. Reviewer 2

Reviewer:

The phrase: "In Iranian law, this is known as the 'licensing agreement' or the 'technology transfer or sales license agreement.'" could be rephrased for clarity and cohesion with subsequent discussions.

Some citations (e.g., Mirhosseini, 2016; Salehi Zahabi, 2009) may be outdated. Consider including recent literature to reflect current legal trends.

In the paragraph: "In American law, these conditions are reflected in various forms in international documents and the laws of different countries," more details on how different jurisdictions interpret these conditions could strengthen the comparative analysis.

While Article 27 of the TRIPS Agreement is cited, further elaboration on its practical implications in Iran could provide a stronger legal foundation.

The subsections on obligations (e.g., novelty, utility, etc.) could be more clearly segmented to enhance readability.

The discussion on guarantee obligations could be better connected to substantive obligations to avoid redundancy.

Authors revised the manuscript and uploaded the document.

2. Revised

Editor's decision: Accepted.

Editor in Chief's decision: Accepted.