

JULY 2024



**CLP-ASSOCIATE (CLP-A) PROGRAM**  
CANDIDATE HANDBOOK

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# Introduction to the CLP-Associate Program

The CLP-Associate (CLP-A) credential is designed for individuals who are either new to or are re-entering the licensing and technology transfer field. CLP-A is tailored to individuals who are interested in demonstrating a commitment to the licensing profession but do not have substantial experience in the fields of licensing, technology transfer or intellectual property management, and are not yet eligible to pursue the Certified Licensing Professional (CLP) certification.

To earn the CLP-A credential, applicants must complete:

- 1) education or training in the content areas covered on the CLP certification examination; and
- 2) a Professional Narrative.

The requirement for completion of education or training helps professionals gain valuable knowledge in the tasks and activities associated with the role of a licensing and tech transfer professional. It prepares the applicant for success in the professional role and establishes a basis of knowledge that will contribute to the pursuit of CLP certification.

The Professional Narrative encourages reflection on education, training and/or previous work experience. It provides a mechanism to demonstrate commitment to the profession through one's ability to relate knowledge gained through training, education and/or work experience to an actual or hypothetical scenario.

## Why become a CLP-A?

Earning the CLP-A:

- ✓ Provides a tangible demonstration of knowledge attained in the early stages of one's licensing and technology transfer career.
- ✓ Demonstrates commitment to the profession and ongoing development of knowledge and skill.
- ✓ Prepares applicants for success in the field.
- ✓ Establishes the basis of knowledge needed to earn the CLP certification.

## Eligibility Requirements

Candidates for CLP-A must meet requirements related to completion of education/training and submission of a Professional Narrative. For each requirement, applicants select **one** option (A **or** B) and submit the required evidence.

Previous work experience in licensing or technology transfer is not required to earn the CLP-A.

### Requirement #1: Education/Training – choose one (Option A **or** Option B)

**Option A:** Complete a minimum of nine (9) hours of education/training across a minimum of three (3) CLP content domains.

*Each educational activity must link to a domain. An Option A activity may only be tied to 1 [CLP content domain](#).*

*A list of educational activity providers is available on the [CLP website](#). The list is not intended to be all-inclusive.*

*Review the CLP certification exam content outline on the CLP website <https://licensingcertification.org/clp-certification/exam-information/>.*

**Option B:** Complete one (1) intensive course (minimum 8 hours).

*The educational activity must link to one or more [CLP content domains](#).*

*A sample list of intensive courses that meet the Option B requirement is available in [Appendix A](#). (The list is not intended to be all-inclusive.)*

### Requirement #2: Professional Narrative – choose one (Option A **or** Option B)

Submit a written summary (recommended length of 500-1000 words) of a licensing project. The summary can be based on a completed work project (**Option A**) or a hypothetical licensing transaction (**Option B**). In either case you should reflect on the practical application of your learnings from the work project or your coursework.

*Review [Appendix B](#) for the Professional Narrative prompt.*

## CLP-A Cycle

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The CLP-A is valid for three (3) years from the date the credential is issued. Recertification is not required.

An individual is eligible to apply for the CLP certification once all eligibility requirements for the CLP examination are met. An individual may be eligible to apply for CLP certification prior to the end of their CLP-A certification cycle. If an individual earns CLP certification prior to the expiration of their CLP-A certification, their CLP credential will take precedent, and their CLP-A credential will be rendered inactive.

If their CLP-A expires, and the individual cannot satisfy the CLP eligibility requirements, they may re-apply for the CLP-A credential for a second cycle. An individual may complete a lifetime maximum of two (2) CLP-A cycles or six (6) years total.

## Application Process

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### ***Application Deadline***

Applications are accepted throughout the year via the online application platform accessible from the [Certified Licensing Professionals, Inc. website](#).

### ***Application Fee***

The CLP-A application fee is \$225 (USD)\*. Payment is made via credit card as part of the online application.

Individuals who pursue the CLP certification within one (1) year of the expiration of their CLP-A credential may apply the full CLP-A application fee previously paid towards their CLP application fee, thereby reducing the CLP application fee.

The CLP-A credential is intended to be earned prior to the individual earning the CLP credential. However, the CLP-A is not a prerequisite to eligibility for the CLP credential.

*\*Application fees are non-refundable and subject to change.*

### ***Application Submission***

All CLP-A candidates will apply online. Candidates can access the application and additional CLP information by visiting the CLP website at [www.licensingcertification.org](http://www.licensingcertification.org).

**The email address and password created during the application process will be used by passing candidates to update and modify what information is included in their CLP Registry listing and to access future applications (e.g., CLP examination application). It is the individual's responsibility to maintain current contact information with CLP, Inc. to ensure receipt of all updates and notices.**

The name entered in the CLP-A application should match the individual's name as it appears on their government-issued identification (e.g., driver's license, passport).

The online application is presented in sections. Applicants may complete the application in multiple sittings if desired. However, applications must be completed and submitted within one (1) year of the start date. Applications not submitted within one (1) year of the start date will be deleted from the system. Gathering the information outlined in the next section prior to beginning the application will expedite the application process, which should take approximately 15-20 minutes. **This does not include the actual time required to complete the required education/training or Professional Narrative requirements.**

Incomplete applications will not be processed, and a certification decision will not be rendered, until all sections have been completed (including payment of the application fee). All eligibility requirements must be satisfied before an application is submitted.

### ***Information Required on the Application***

Following the Introduction and Instructions screen, the applicant will complete the following sections:

- Education/Training – **Option A or B** (includes activity name, provider, format, date completed, and a brief summary of the activity)

- Professional Narrative – **Option A or B** (includes completion and upload of the Professional Narrative using the Professional Narrative prompt and [template](#) available on the CLP website)
- [Code of Conduct](#) Acknowledgement and Application Agreement
- Inclusion in the CLP Registry and Published Information
- Application Fee

## Awarding the Designation & Digital Badge

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Individuals who successfully meet the requirements may use “CLP-A” after their name immediately following notification of approval from CLP, Inc. The letters “CLP-A” should appear in a font no larger than the name of the individual and the name of the individual’s employer.

CLP-A credential holders will be issued a digital badge and receive instructions for accessing it following approval of their application. The digital badge may be shared to the professional’s network. For example, it may be added to an email signature and/or the professional’s LinkedIn profile.

CLP-A is recognized for a period of three (3) years based on the last day of the month the application was approved. Once the CLP-A credential expires, the individual may no longer use the CLP-A designation. The digital badge will automatically expire once the individual’s CLP-A cycle has ended. See [CLP-A Cycle](#) for more information.

## Credential Verification

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CLP, Inc. maintains an online registry of certificants. Individuals may select the information that is published when completing their application or by contacting CLP, Inc. at [clpinfo@licensingcertification.org](mailto:clpinfo@licensingcertification.org). Inclusion in the online registry is voluntary, and individuals may opt out at any time. The registry is available on the CLP, Inc. website and serves as verification of certification. If an individual chooses to opt out of inclusion in the registry, verification of certification will be provided to anyone submitting a request for such verification to CLP, Inc. Verification will include the professional’s name and certification status (active or expired/lapsed).

The CLP Registry is intended for use as a networking tool among Certified Licensing Professionals and those wishing to employ the services of or otherwise conduct a professional relationship with a CLP-A, CLP, or CLP-Emeritus. At no time should the registry be used to distribute marketing materials or other unsolicited information to CLPs listed on the registry.

## Policies

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### ***Appeal Policy***

Adverse decisions by CLP, Inc. may include, but are not limited to:

1. Denial of a candidate’s application;
2. Denial of certification for an individual;
3. Denial of certification renewal for an individual; and
4. Revocation of certification.

In the event of an adverse decision in the areas outlined above, CLP, Inc. shall advise the individuals involved of the decision and of the procedure for appealing the adverse decision. The individual desiring to appeal CLP, Inc.’s adverse decision (the “Grievant”) must adhere to the associated procedures timelines.

The appeal must be received within sixty (60) days of the date the notice of the adverse decision was issued by CLP, Inc. The Grievant is responsible for demonstrating, with clear and convincing evidence, that the appeal should be granted. CLP, Inc. shall review the request and notify the Grievant of its determination. To request a copy of the full Appeal Policy, please contact CLP, Inc. at [clpinfo@licensingcertification.org](mailto:clpinfo@licensingcertification.org).

### ***Confidentiality***

All information collected hereunder shall be held in confidence and shall not be used for any purpose other than in connection with CLP, Inc., including the creation of the online certificant registry.

### ***Non-Discrimination***

All administrative practices and procedures, including appeals, will be non-discriminatory on the basis of age, race, creed, color, religion, lifestyle, national origin, gender, sexual orientation, veteran status, or disability.

## **Contact Information**

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Contact CLP, Inc. at [clpinfo@licensingcertification.org](mailto:clpinfo@licensingcertification.org) or visit [www.licensingcertification.org](http://www.licensingcertification.org) for more information.

## Appendix A. Sample List of Intensive Courses

The following activities are a sample of courses identified that will satisfy CLP-A Eligibility Requirement #1, Option B.

<b>Sample Intensive Education/Training Options*</b>
<b>LES</b> <ul style="list-style-type: none"><li>• <a href="#">IP Licensing Basics</a>: 10 hours</li></ul>
<b>AUTM</b> <ul style="list-style-type: none"><li>• <a href="#">Essentials of Academic Technology Transfer</a>: 20 hours</li><li>• <a href="#">Operations and Compliance</a>: 17 hours</li><li>• <a href="#">Small Office</a>: 10 hours</li></ul>
<b>EPO</b> <ul style="list-style-type: none"><li>• <a href="#">IP Management Series</a>: total 14 hours<ol style="list-style-type: none"><li>1. <a href="#">IP strategy   BU01-2022</a>: 4 hours</li><li>2. <a href="#">IP evaluation and protection   BU02-2022</a>: 6 hours</li><li>3. <a href="#">IP value extraction and commercialisation   BU03-2022</a>: 4 hours</li></ol></li></ul>
<b>Licensing Executives Society International (LESI)</b>
<b>AIPLA</b> <ul style="list-style-type: none"><li>• Trademark Boot Camp: 18 hours</li></ul>
<b>ASTP</b> <ul style="list-style-type: none"><li>• <a href="#">Fundamentals of Technology Transfer</a>: 16 hours</li></ul>
<b>University/College Coursework</b> <ul style="list-style-type: none"><li>• <a href="#">USC Marshall Graduate Certificate in Technology Commercialization</a></li><li>• <a href="#">Rutgers MBA concentration in Technology Commercialization, Innovation and Entrepreneurship</a></li><li>• <a href="#">Rensselaer MS in Technology Commercialization and Entrepreneurship</a></li><li>• <a href="#">Texas McCombs MS in Technology Commercialization</a></li><li>• <a href="#">Università Cattolica del Sacro Cuore MSc in Innovation and Technology Management</a></li></ul>
<b>World Intellectual Property Organization (WIPO)</b> <ul style="list-style-type: none"><li>• <a href="#">WIPO Academy programs</a></li></ul>
<b>Asian Patent Attorneys Association (APAA)</b>
<b>IPO</b>

\*List is not intended to be comprehensive of the intensive courses that are acceptable for credit towards the CLP-A requirements.

## Appendix B. Professional Narrative Prompts

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### ***CLP Associate Requirement #2: Professional Narrative of experience relevant to the examination domains/education***

#### Exam Content Domains

- Domain #1: Opportunity Assessment, Development, and Valuation
- Domain #2: Intellectual Property Protection
- Domain #3: Agreement Development and Drafting
- Domain #4: Negotiation
- Domain #5: Agreement Management

#### ***Requirement***

Submit a written summary (recommended length of 500-1000 words) of a licensing project. The summary can be based on either a completed work project (Option A) or a hypothetical licensing transaction (Option B). In either case you should reflect on the practical application of your learnings from either the project or coursework.

#### ***Question***

Briefly describe, in a **non-confidential manner**, either a licensing-related project in which you participated (**Option A**), or a hypothetical licensing transaction based on the fact pattern provided (**Option B**), covering the following topics.

- What types of intellectual property were included in the license?
- What was the goal of each party for the license?
- Describe any deal terms or strategies used to overcome potential sticking points in the license.
- Describe the lessons learned from the project or coursework. What might you do differently because of what you learned?

#### ***Additional Instructions for Option A:***

- If your project did not result in a completed transaction, you may address the aspects relative to the proposed or desired transaction or, alternatively, relative to why the transaction was not completed.
- If you were not directly involved in certain aspects of the transaction, discuss how your role in the transaction (for example, if your role was opportunity assessment or intellectual property assessment) impacted the listed aspects of the actual or desired transaction.

#### ***Additional Instructions for Option B:***

- Select one of the two parties in the fact pattern and describe a hypothetical transaction from that party's perspective that would result in a favorable but realistic license.
- If your completed education/training did not involve certain aspects of the transaction, focus on the domains you have studied and how they would impact the listed aspects of the transaction.

#### Option B Fact Pattern

Carts-R-Us, Inc. is an international company that produces a variety of gasoline-powered small engines that are sold to companies that produce and sell golf carts. New noise ordinances across the U.S. are causing headaches for a number of Carts-R-Us' customers, who are facing complaints that the noise of the golf cart motors is disturbing the peace, resulting in electric motors eating into Carts-R-Us' market share. It turns out that the majority of the noise created by gasoline-powered golf cart motors is caused by the exhaust system.

Motor Tech LLC, a small startup company, invented a quiet exhaust system that can be used on a variety of motors. The design implemented by Motor Tech led to the company founders filing patent applications on the exhaust system and on the method of power generation without emitting sound. The way the exhaust system's coating is applied during manufacturing is not in the patent applications, because these methods are trade secrets that Motor Tech also uses in other products. Motor Tech also applied for trademark registration of a Silent Exhaust™.



After struggling with financing its research and development efforts, Motor Tech approached Carts-R-Us, seeking a transaction to fund production and to market the Silent Exhaust™ system.

Carts-R-Us was very interested in the Silent Exhaust™ system, especially after recalling Carts-R-Us customers' complaints. Timing was a concern for Carts-R-Us. The international golf cart convention was coming up and it would be great to have the product ready for the show. Motor Tech had not yet built a prototype of the Silent Exhaust™ system and estimated that a beta of the product could be released within about 6 to 12 months after the prototype was fine-tuned to make sure that the exhaust system software operates as designed.

Concerned about revealing their trade secrets, Motor Tech proposed that they supply Silent Exhaust™ systems to Carts-R-Us. Ensuring diligent development and commercialization of the Silent Exhaust™ system was also a concern for the startup.

# Appendix C. CLP, Inc. Code of Conduct

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## Introduction

Certified Licensing Professionals, Inc. ("CLP, Inc.") has adopted the following rules of professional conduct ("Code of Conduct") to:

- i. establish and promote the professional standing of those designated Certified Licensing Professionals (CLP), CLP-Associate (CLP-A), or CLP Emeritus ("CLP Designee"),
- ii. provide guidelines for the professional conduct of a CLP Designee,
- iii. enhance the trust of the public in those designated CLPs and the CLP certification program, and
- iv. grow and bolster the confidence of the public in the intellectual property licensing profession ("IP Licensing").

The enforcement of the Code of Conduct is pursuant to Section 5 of the Professional Practice and Disciplinary Policy and Procedures, which is found in the CLP, Inc. Policy and Procedures Manual and available by request to CLP, Inc. by emailing [clpinfo@licensingcertification.org](mailto:clpinfo@licensingcertification.org).

Any amendments to the Code of Conduct may be only promulgated by the CLP, Inc. Board of Governors. The amended Code of Conduct is effective as of the date the amended Code of Conduct is posted on the website of CLP, Inc.

## The CLP Designee and the Code of Conduct

A CLP Designee shall neither willfully nor knowingly violate or attempt to violate the Code of Conduct, nor knowingly assist or induce another to do so, or do so through the acts of another. For purposes of these rules of professional conduct, the conduct of a corporation, partnership or other entity which is substantially owned, controlled or managed by a CLP Designee may be imputed to him or her provided that the CLP Designee has knowledge of and control over the conduct of such entity.

## Rules of Professional Conduct

### 1. Duty to the Client

A CLP Designee may act as an agent or employee of a client or an employer (the terms 'client' and 'employer' are herein collectively referred to as 'Client').

The CLP Designee may perform the following non-exhaustive list of functions i-iv, in the context of an IP Licensing assignment, commissioned, sponsored or requested by the Client:

- i. **Advisor:** The CLP Designee shall provide the Client with an informed judgment regarding potentially licensable properties and, as necessary, explain their practical implications.
- ii. **Advocate:** The CLP Designee shall represent the Client's position within the context of advancing the Client's interests arising from potentially licensable properties.
- iii. **Negotiator:** The CLP Designee shall seek a result advantageous to the Client but consistent with requirements of fair and honest dealings with others.
- iv. **Evaluator:** The CLP Designee shall examine potentially licensable properties and provide a complete and unbiased report about them.

The CLP Designee shall:

- a) act with honesty, fidelity, professionalism and civility in performing any one of the above functions, or any other function in connection with an IP Licensing assignment, commissioned, sponsored or requested by the Client, and
- b) in the course of representing the interests of the Client, a CLP Designee shall not knowingly engage in conduct involving dishonesty, fraud, deceit or misrepresentation.

### 2. Conflicts

A CLP Designee shall obtain the express, written consent of one or more Clients in order to represent the Client(s) in an IP Licensing assignment. However, the CLP Designee shall not represent at the same time and for the same IP Licensing assignment both a potential licensor and a potential licensee, unless both the potential licensor and the potential licensee expressly consent to this by written agreement.

Promptly upon becoming aware of a conflict, a CLP Designee shall disclose to the Client any interest concerning the CLP Designee of which the CLP Designee is aware of and where said interest may be adverse or potentially adverse to the Client, or that may be perceived to be in conflict with the interests of the Client, including any significant personal financial interest.

### **3. Confidence**

In the absence of any type of agreement between a CLP Designee and a Client that restricts the disclosure of the confidential information of the Client, e.g. non-disclosure agreement, the CLP Designee shall request that the Client identify, clarify, or explicitly state in writing the information the Client considers to be of confidential nature; and in view of such guidance, the CLP Designee shall:

- a) treat said information as confidential information; and
- b) refrain from disclosing the confidential information of the Client, unless:
  - i. the Client gives specific, written informed consent to the contrary, or
  - ii. the disclosure of the confidential information of the Client is required by applicable law or court order.

In the presence of any type of agreement between a CLP Designee and a Client that restricts the disclosure of the confidential information of the Client, e.g. non-disclosure agreement, the CLP Designee shall act according to the provisions of the agreement unless:

- i. the Client consents and documents otherwise, or
- ii. the disclosure of the confidential information of the Client is required by applicable law or court order.

In the presence of any type of agreement between two or more parties that restricts the disclosure of the confidential information of the parties to the agreement, e.g. non-disclosure agreement, and of which agreement a CLP Designee is made aware, and said CLP Designee represents a Client who is party to the agreement, the CLP Designee shall act according to the provisions of the agreement concerning the disclosure of confidential information, unless the disclosure of confidential information of the Client is required by applicable law or court order.

### **4. Advertising and Solicitation**

A CLP Designee shall not behave in a manner that denigrates CLP, Inc. or its credentialing programs.

A CLP Designee will use the appropriate acronym for the credential held, as instructed by CLP, Inc. pursuant to its guidelines. CLP, Inc. may disallow any such use at any time and with no compensation to the CLP Designee.

In particular, the CLP Designee shall not use:

- i. any business card, and/or
- ii. letterhead, and/or
- iii. directory listing, and/or
- iv. advertising material, and/or
- v. other form of documentation, and/or
- vi. other means of communication, that is false, deceptive, or misleading, or likely to create false or exaggerated expectations as to:
  - a) the skill, experience or ability of the CLP Designee;
  - b) the value or cost of the services or facilities offered by the CLP Designee; and/or
  - c) the results to be accomplished through such services or facilities.

The appropriate credential acronym should appear in a font size no larger than the name of the individual and/or the Client of such individual.

### **5. Privacy and Membership Lists**

CLP Inc. may collect, use and disseminate the information from CLP Designees as stated in the Privacy Policy available online at <https://licensingcertification.org/>.

## **6. Compliance**

Each CLP Designee shall act in good faith and shall undertake reasonable efforts to conduct his/her practice in agreement with the law and regulations in connection with his/her Client's assignment(s).

Code of Conduct, Updated March 2012; Revised December 2014, May 2017, April 2019; Reviewed March 2021; January 2022 © CLP, Inc.