Compare two licensing proposals

Create a decision record of the rights, work, payment commitments and unresolved questions in two proposals.

When this comparison helps

Use this when you have two written proposals, or two versions of one proposal. Its job is to show which terms can be compared and which questions need an answer before anyone chooses. It does not recommend the proposal with the larger headline payment.

Have the proposed records and periods, permitted uses, exclusivity, payment conditions and preparation obligations to hand. Enter a high-level summary of the terms, not a confidential contract or underlying company records. Write unknown where a term has not been agreed.

Put the same decision on both sides

Complete the first proposal, then the second. Describe the actual rights granted, including duration and onward use. Record whether exclusivity applies to a named field of use, the whole dataset or something narrower.

Amounts are optional. Committed payment less your included preparation cost is one cash scenario, not a profit forecast. A contingent amount stays separate even if it sounds likely. Use one currency and one cost basis. Tax, payment timing, continuing work and lost options still need review.

Use the result to request clarification

The output preserves the terms you entered and flags different or missing entries. Different wording is a prompt for a person to check comparability, not a legal or semantic judgment by the tool. Export the record and use its question list to ask each counterparty for a revised or clarified proposal.

If one proposal includes updates and the other is a historical snapshot, first compare the work and rights. Only then ask whether the payment difference compensates for that commitment.

What you will take away

A proposal comparison with separate confirmed and contingent economics, rights differences, missing terms and questions for negotiation.

Keep a high-level description in this document. Do not attach raw records, personal details, credentials or confidential contract text. Completing it grants no authority to disclose or license data.

Proposal A worksheet

Use the actual written proposal. Mark an unresolved term as unknown. Do not replace missing terms with a favourable assumption.

Records, period and exclusions

Name systems, retained dates, included records and exclusions.

Permitted uses, term and onward rights

State uses, duration, territory and who may receive the material.

Exclusivity

Identify the exact restriction on other licences.

Committed payment

Record only an amount and trigger actually proposed. Unknown is a valid answer.

Contingent payment

Keep an amount dependent on acceptance, use or resale separate.

Included preparation cost

State the cost basis and what it excludes.

Payment trigger and deadline

Write the event, who verifies it and when payment becomes due.

Preparation and continuing work

Include updates, corrections, delivery and any continuing duties.

Questions still open

Record the clarification needed before making a decision.

Proposal B worksheet

Use the actual written proposal. Mark an unresolved term as unknown. Do not replace missing terms with a favourable assumption.

Records, period and exclusions

Name systems, retained dates, included records and exclusions.

Permitted uses, term and onward rights

State uses, duration, territory and who may receive the material.

Exclusivity

Identify the exact restriction on other licences.

Committed payment

Record only an amount and trigger actually proposed. Unknown is a valid answer.

Contingent payment

Keep an amount dependent on acceptance, use or resale separate.

Included preparation cost

State the cost basis and what it excludes.

Payment trigger and deadline

Write the event, who verifies it and when payment becomes due.

Preparation and continuing work

Include updates, corrections, delivery and any continuing duties.

Questions still open

Record the clarification needed before making a decision.

Filled comparison example

Fictional situation for explaining the method. No actual company, price, buyer or agreement is represented.

Proposal A

Records, period and exclusions

Historical support cases for one product and a defined retained period; attachments excluded.

Permitted uses, term and onward rights

Internal evaluation of resolution quality. No onward use stated.

Exclusivity

No exclusivity requested in this version.

Committed payment

Amount and acceptance trigger have not yet been clarified.

Contingent payment

Not specified.

Included preparation cost

Technical team has not yet estimated preparation work.

Payment trigger and deadline

Proposed payment follows acceptance; acceptance process needs definition.

Preparation and continuing work

One historical delivery; correction process to be agreed.

Questions still open

Ask for the acceptance test, deadline and onward-use wording.

Proposal B

Records, period and exclusions

The historical cases plus subsequent quarterly updates.

Permitted uses, term and onward rights

Evaluation and training for a wider task family; onward use requires clarification.

Exclusivity

Proposed restriction in a named field; exact boundary is not agreed.

Committed payment

No comparable amount recorded because the scope is still different.

Contingent payment

A possible additional payment is mentioned but not committed.

Included preparation cost

Repeatable update and correction effort needs a separate estimate.

Payment trigger and deadline

Payment events for each update have not been defined.

Preparation and continuing work

Quarterly preparation, maintenance and handling of exceptions.

Questions still open

Clarify field-of-use exclusivity, update acceptance and exit obligations.

Decision from this example

Do not rank the proposals by a headline amount. They cover different rights and work. First ask each counterparty to specify a comparable scope, acceptance process, payment commitment and update obligation. Preserve any difference that cannot sensibly be made identical.

Cash scenario, when amounts are known

Committed payment minus the preparation costs you included is a limited cash scenario. Record currency, tax treatment, cost exclusions and payment timing. Keep contingent payments separate. The result is not profit, market value or a recommendation.

Before acting on the document

1. Confirm scope and rights differences with each counterparty.
2. Ask the responsible technical team to estimate continuing work.
3. Agree acceptance, payment and exit terms before choosing.

Limits

The document records your interpretation. It does not interpret a contract or confirm rights, acceptance or payment.

A larger cash scenario does not automatically compensate for exclusivity, uncertain triggers or continuing obligations.

Sources and scope

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