

TTGDA Model Licensing Contract



TABLETOP
GAME DESIGNERS
ASSOCIATION

Introduction

The process of reading through a contract can be painful, but think of it like editing a rulebook. The contract lays out the rules that you and your publisher will follow in your business relationship. It's just as important to get this right as it is to get the rules right in the game you're publishing — and it can have real-world consequences for you and your game.

If all goes well, you might never have to look at your contract again after you sign it. Most of the time, you'll have no major disputes and no huge windfalls. When you're reading the contract language, though, also think about the edge cases. If things go really wrong, will you be well protected? If things go amazingly well, will you be fairly compensated?

This document lays out TTGDA's model contract for licensing a design to a publisher. This document was not written by a lawyer (although it was reviewed by lawyers) — it is not legal advice and is not a substitute for having a lawyer look at a contract you've been offered. Our goal is to help you understand more about contracts, so that when you have the chance to sign one, you can advocate for changes that would make it better for you. If all game designers do this, we can move the industry forward.

Note: In TTRPGs, it is also common to see contracts that are set up as *work for hire* — that is, the publisher treats you as a contractor or employee, and has total permanent ownership of your work (not just a license). TTGDA will develop a separate guide for that type of contract.

This is a new document and we expect it to evolve! If you have suggestions for additions or revisions please email info@ttgda.org.

Sources

We have drawn heavily from:

- [SAZ model license agreement](#)
- [The Authors Guild model trade book contract](#)
- Materials from the [Science Fiction and Fantasy Writers Association Contracts Committee](#)
- **Board game contracts shared by TTGDA members**
 - Review by several industry lawyers

Members of the TTGDA Contracts Committee have drafted this Model License Agreement for discussion by TTGDA members. We have attempted to draft a pro-designer contract that is aspirational; we are not aware of any current publishing contract that includes all of the provisions we include here. Some publishers have asked us for an example of a pro-designer contract, and we hope they will be able to use this one and adapt it to their needs. When designers are offered a more pro-publisher contract, we encourage them to think about which items are most important to them, and to work with the publisher to agree on terms that both parties are happy with.

Some clauses are marked with square brackets [...]. These are either to be filled in (like [date]) or are optional depending on the designer's needs.

MODEL LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into as of [date] ("Effective Date") by and between [designer] ("Designer"), whose address is [designer's address], and [publisher] ("Publisher"), a business maintaining its principal place of business at [publisher's address].

1. LICENSE

- A. Designer grants to Publisher the exclusive right to reproduce, publish, distribute, transmit, sell, and otherwise make available Covered Products for the Term, in the Territory in the Languages as listed in the Deal Terms in Exhibit A.
- B. Designer retains all other rights to Game. For avoidance of doubt, Designer reserves the rights, and Publisher has no rights, to Products Requiring Addenda and the Non-Covered Uses listed in the Deal Terms in Exhibit A.

2. PAYMENT

- A. Within 30 days of the Effective Date, Publisher will pay Designer the Advance listed in the Deal Terms in Exhibit A. This Advance is a non-refundable advance on Designer's Royalties.
- B. Within 45 days of the end of each Accounting Period, Publisher will pay Designer a royalty ("Royalty") at the Royalty Rates listed in the Deal Terms in Exhibit A. Royalty

payments will be made by check or electronic transfer in a manner mutually agreed by Publisher and Designer. Publisher will pay any fees related to the selected payment method.

- C. Within 45 days of the end of each Accounting Period, Publisher will provide a statement of account ("Statement") to Designer for each Product. Statements will contain, at a minimum:
 - i. Number of copies printed;
 - ii. Number of copies sold;
 - iii. Gross revenue for copies sold, by distribution channel or sublicense;
 - iv. the Royalty Rate and basis for calculation of Royalties due; and
 - v. The remaining amount on the Advance (if any).
- D. If Royalties accumulated for any Accounting Period are less than \$50, Publisher may hold the Royalties until the end of the calendar year or until the amount exceeds \$50, whichever is sooner. Publisher must continue to send the corresponding Royalty Statements to Designer, noting that Royalties are below the minimum amount.
- E. Any payment not made when due will be subject to an initial late fee of 1.5%, plus an additional 1.5% late fee for each additional month that payment has not been made, or the maximum amount allowable by law, whichever is less.
- F. Publisher agrees to pay for each check returned for insufficient funds or any other reason \$25 per occurrence or five percent (5%) of the value of each returned item, whichever is greater, subject to any maximum caps mandated by applicable state law.
- G. Publisher agrees to pay all reasonable attorney's fees (at least 15% of all amounts due, including interest) if any account is placed with an attorney for collection.
- H. At any time after the Game's publication, and for up to two years after termination of this Agreement, Designer may conduct an audit.
 - i. Publisher agrees to allow Designer or an accountant working on Designer's behalf to examine Publisher's books and records which relate to Game, and to take copies and extracts of such books and records.
 - ii. Any such inspection will be during normal office hours and not carried out more than once per calendar year.
 - iii. The inspection will be at Designer's expense unless the inspection reveals an underpayment to Designer of either (i) 5% or more of Royalties during the Accounting Periods being examined, or (ii) \$1,000, whichever is less. In such an event, Publisher will reimburse Designer for the actual, out-of-pocket costs of the inspection within 30 days of receiving the inspector's invoice and report.

- iv. Publisher will be responsible to pay any shortfall uncovered in the audit, plus 1% per month interest computed from when the royalty should have been paid.

3. DEVELOPMENT

- A. Publisher and Designer will meet within 15 days of the Effective Date to discuss the overall schedule for development and publication. Thereafter, the Publisher will communicate at least once every 90 days to Designer:
 1. Any changes that have been made to the development and publication schedule.
 2. Any changes that have been made to Game. Designer will have the opportunity to review the current version, playtest it, and provide feedback.
- B. Publisher will consult with Designer on Game's art direction before commissioning Game art, and will solicit Designer's feedback on potential artists.
- C. Prior to producing the Final Draft described in Section 4, Publisher will seek Designer's approval for any changes to Game name, theme, characters, text, and rules. If Designer does not grant approval, Publisher will not produce the Final Draft until Designer's concerns are addressed to Designer's reasonable satisfaction. Failure to resolve these concerns 90 days after the submissions are made to Designer will be grounds for either Party to terminate this Agreement, or to submit the dispute to arbitration, at its sole discretion.

4. PRE-PRODUCTION

- A. Prior to the start of Game production, Publisher will develop a draft of Game materials that includes all proposed final production files, including art and graphic design for the rulebook, packaging, and all components (the "Final Draft").
- B. The Final Draft will meet the following requirements:
 1. Designer will be credited as Game's designer on the front of the packaging and in Game's rules in a clearly legible manner, using the name(s) listed in Exhibit A ("Design Credit").
 2. Packaging and rulebooks will include the statement: "[Game Name] copyright [Year] [Designer Name] under license to [Publisher]."
 3. The rulebook will include a short bio of Designer, with a link to Designer's website.
 4. Publisher will review and optimize all Game materials for usability by players with colorblindness and low vision, including considerations such as color choices, token shapes, font choices, and level of contrast.

5. The Game rulebook and other materials will be written in gender-neutral language, and will not refer to all players as if they are only male.
 6. In the depiction of humans and human-like characters, Publisher agrees:
 - i. To use characterizations and images that represent variety in age, gender, race and ethnicity, sexuality, body size, and ability;
 - ii. To avoid depictions of characters that would reinforce negative stereotypes based on age, gender, race and ethnicity, sexuality, body size, or ability; and
 - iii. To avoid sexualizing depictions of female characters more than other characters.
 7. [If relevant to game: Publisher will contract with a professional cultural consultant to review all Game materials. Publisher will share the results of this review with Designer, and work with Designer to address any concerns raised by the consultant.]
- C. Publisher will provide a copy of the Final Draft to Designer for review [and approval] in physical or digital format. Designer will reasonably cooperate in reading, correcting, and returning all files within 10 business days of receiving them. If Designer does not respond within 10 business days of receipt, approval will be deemed granted. Publisher will make all reasonable efforts to address the corrections and issues raised by Designer.
- D. Prior to starting manufacturing, Publisher will conduct at least 3 playtests of the Final Draft with players who have not played any prior version of Game. Players will play a physical copy of Game, learning from the rulebook with no assistance, and note parts of the rulebook or other game components that are not clear. Publisher will make all reasonable efforts to address the issues raised by these playtests, in consultation with Designer. If changes are widespread, Publisher will submit a new Final Draft to Designer for review and approval.
- E. At any time during this Agreement, Designer may direct the Publisher to remove their name from future printings of the Game and related marketing materials. At the request of Publisher, Designer will provide a mutually acceptable pseudonym.

5. DESIGNER COPIES

- A. Publisher will, at its expense, provide Designer with units of each commercial Product, as described in the Deal Terms in Exhibit A.
- B. If Publisher or a sublicensee creates a digital Product based on Game, Publisher will provide, or require sublicensee to provide, Designer with 1 copy, license key, free or

comp account, or other method of Product access, for each platform.

- C. Designer may purchase any Product units from Publisher at a discount of 60% off of the MSRP or the price Publisher is currently offering the units for sale to any third party, whichever is lower. These Product copies may not be resold by Designer without permission of Publisher, except that Designer may sell copies directly to end consumers at signing events where Publisher is not also selling Game.

6. **SUBLICENSES**

- A. Publisher may grant sublicenses under this Agreement. Any sublicenses:
 - 1. Will impose the same obligations upon sublicensees as those defined in this Agreement.
 - 2. Will have a maximum term of 3 years with an extension of 1 year.
 - 3. Will be at arm's length and will not include sublicenses to individuals or entities directly or indirectly controlled by the directors, officers or shareholders of Publisher.
 - 4. Will be explicitly disclosed to the Designer, and all gross revenues or fees derived therefrom shall be fully accounted for in the standard Royalty Statements.

7. **PRODUCTS REQUIRING ADDENDA**

- A. **FOLLOW-UP GAMES.** Publisher will consult with Designer and seek approval before commissioning any potential expansions, line extensions, and new versions of Game ("Follow-up Games") subject to the following:
 - 1. Designer has first right of refusal to design the mechanisms for Follow-Up Games. Publisher will provide Designer an addendum to this Agreement for each Follow-Up Game. The Royalty rate offered will be at least as high as the Base Game Royalty Rate. Designer will have 90 days to consider Publisher's proposed addendum and agree in writing.
 - 2. If Designer does not agree within 90 days to design the mechanisms for Follow-Up Games, Publisher will provide Designer an addendum to this Agreement proposing another developer. The Royalty rate offered will be at least 50% of the Base Game Royalty Rate. Designer will have 30 days to consider Publisher's proposed addendum and agree in writing. If Designer objects to the proposed developer, Designer must state their reasonable objections in writing, and Publisher shall have the right to propose an alternative developer, triggering a new 30 day review window.

3. Unless explicitly stated in the addendum, Publisher will follow the processes in this Agreement for all Follow-On Games, whether designed by Designer, Publisher, or a third party. This includes but is not limited to all processes described under Payment, Development, Pre-Production, and Termination.

B. OTHER DERIVATIVE MEDIA. Publisher may propose to create derivative works based on Game ("Derivative Media") subject to the following:

1. Derivative Media includes but is not limited to:
 - a. Books, newspapers, magazines, graphic novels & comics, television series and movies
 - b. Add-on items designed to be used with Game, including but not limited to miniatures, player mats, and other upgraded components; and
 - c. Electronic versions of Game.
2. Publisher must seek Designer's approval before proceeding to develop Derivative Media. Publisher will provide Designer a proposed addendum to this contract for each form of Derivative Media, provided that any such addendum establishes a royalty rate of no less than:
 - a. 30% of gross revenue for electronic/digital versions of the Game;
 - b. 10% of gross revenue for upgraded components (e.g., miniatures, mats);
 - c. 50% of all licensing fees received by Publisher for media adaptations (e.g., film, television, books)

8. USE OF GENERATIVE ARTIFICIAL INTELLIGENCE

- A. Publisher agrees not to use generative artificial intelligence tools ("GenAI") to create text, images, design, or other elements for any part of Game, or to translate Game materials into other languages, without Designer's prior express approval. Any questions about whether a tool is acceptable for use shall be directed to Designer before using the tool.
- B.
- C. Publisher agrees not to use Game in any GenAI program, license the Work for use in any GenAI program, or otherwise cause it to be used in any GenAI program, including for training, without the written consent of Creator.
- D. For purposes of clarification, a human artist may use programs that include AI technology (such as Adobe products), provided that the human artist has control over the final artwork and the artwork substantially comprises human creation.
- E. If GenAI tools were used in the creation of the submitted Game, Designer will disclose to Publisher which materials were created with GenAI tools, in whole or in part.

9. INTELLECTUAL PROPERTY RIGHTS

- A. The Publisher agrees that the Designer's copyrights, trademarks, and common law rights are and remain the Designer's exclusive property, and understands that they acquire no right, title, or interest in the copyrights, trademarks, and common law rights through the licensed Game other than the rights described by the express terms of this Agreement.
- B. The Publisher agrees that any and all rights that may be acquired by the use of the Designer's copyrights and trademarks shall inure to the sole benefit of the Designer, provided that all rights relating to the Publisher's existing copyrights and marks shall inure solely to the benefit of the Publisher.
- C. The Publisher shall not at any time do or suffer to be done any act which would impair materially the Designer's proprietary rights in or to, or infringe, their copyrights, trademarks, and common law rights.
- D. Publisher agrees that any goods or services bearing Designer's trademarks and copyrights in connection with this Agreement shall be produced or rendered in a manner that protects the goodwill and reputation of the Trademarks. Designer shall have the right to examine Services sold or managed by Licensee to determine compliance with Licensor's quality standards for the purposes of the trademark license.
- E. The parties intend that this Agreement is, for purposes of section 365(n) of the Bankruptcy Code, a license of rights to "intellectual property," as that term is defined in section 101 of the Bankruptcy Code. The Parties agree that if Publisher rejects this Agreement under the Code, Designer may fully elect to retain all intellectual property rights, free from any claims of the bankruptcy estate or its creditors.
- F. [Enforcement of Rights] Each Party shall promptly notify the other in writing of any actual, suspected, or threatened infringement, or unauthorized copies of the Game (including counterfeits) by a third party of which it becomes aware. Publisher shall have the first right, but not the obligation, to take action against such infringement at its own expense. If the Publisher chooses to initiate legal action, the Designer agrees to cooperate fully, at Publisher's expense. The Publisher shall reimburse the Designer for any reasonable, documented out-of-pocket expenses incurred in providing such cooperation. If the Publisher elects not to take action against an infringement within [e.g., sixty (60)] days of receiving or giving notice, Designer may take action at their own expense. In such event, the Publisher agrees to cooperate fully with the Designer, at the Designer's expense.

10. TERMINATION

- A. Designer is entitled to terminate this Agreement, upon written notice to Publisher, if:
 - 1. Publisher has not produced the minimum number of copies of the Game (not including add-ons, accessories, digital versions, etc.) by the Publication Deadline stated in the Deal Terms in Exhibit A.
 - 2. Publisher does not pay Designer the Minimum Royalty Amount described in the Deal Terms in any 12 month period following the first 12 months after the Product is first offered for sale to the public.
 - 3. Publisher does not pay Royalties owed by the due date either (i) within 30 days of Designer's written notice of non-payment, or (ii) at least 3 times during the Term.
 - 4. Publisher commits a material breach of this Agreement that is not remedied within 30 days after written notice by Designer to Publisher.
- B. Publisher is entitled to terminate this Agreement for any reason, upon written notice to Designer.
- C. Upon termination of this Agreement, for whatever reason:
 - 1. The licenses granted will cease at once and all rights granted under this Agreement will revert to Designer.
 - 2. Unless rights are granted under a separate contract with Designer, Publisher will not produce or market games with the rules of Game (or game rules substantially similar) or based on the Designer's characters and world-building for Game, and will not grant such rights to third parties.
 - 3. Designer can freely utilize any gameplay development created for Game by either party between the Effective Date and such termination.
 - 4. If Publisher has acquired any rights of its own, such as trademark and patent rights, in connection with the title, rules, or gameplay of Game, such rights will be assigned to Designer, and Publisher will, at no cost or expense to Designer, sign such documents and instruments reasonably requested by Designer to evidence same.
 - 5. With respect to other rights that are not based on Game itself (e.g. illustrations, design of game pieces, and including production documents) that have been created by Publisher or third parties during the course of the implementation of Game, these rights will remain with Publisher or their authors after termination. At

Designer's option following termination, the parties will discuss the terms of a buyout of such rights in good faith and at a cost reasonably related to Publisher's actual cost of creation/acquisition.

6. All sublicenses granted by Publisher shall automatically terminate simultaneously with the termination of this Agreement, except that any third-party sublicensee that is in full financial and operational compliance with its respective sublicense may enter into an agreement with Designer to convert into a direct license agreement. Following such election, all future royalty statements, financial accounting, and direct payments shall bypass the Publisher and be delivered directly to the Creator according to the terms of the original sublicense.
7. Publisher and sublicensees may sell any remaining stock for a period of 6 months after the termination date if not terminated for cause, and provided all royalty payments are properly and timely made thereon. Publisher and sublicensees will not produce any additional copies of Game following the expiry or termination of this Agreement.

11. TRANSFER OF AGREEMENT

- A. This Agreement is binding upon, and will inure to the benefit of, the successors and permitted assigns of Designer and Publisher. Neither party may assign this Agreement, except with the written consent of the other. Any assignment without such consent will be null and void. For clarity, transfers by will or inheritance will not be deemed an assignment.
- B. In the event that the Publisher proposes to assign this Agreement or to sell, merge, or transfer its assets or a controlling interest in its business to a third-party entity:
 1. Publisher must provide written notice to Designer no less than 60 days prior to the closing of such transaction. Designer shall have the right to either consent to the assignment of this Agreement to the acquiring entity or terminate this Agreement.
 2. Publisher shall provide a complete accounting of all royalties owed up to the exact date of termination or assignment within 15 business days of that date. All accrued royalties, unpaid balances, or pending revenues earned by Game shall become immediately due and payable to Designer upon the closing date of the assignment or termination.

3. The acquiring entity must expressly assume in writing all financial liabilities, payment obligations, and accrued or unpaid royalties owed by Publisher to Designer under this Agreement.
4. Until such time as the acquiring entity executes a written assumption of liabilities directly with Designer, the original Publisher and the acquiring entity shall remain jointly and severally liable.

12. WARRANTIES; INDEMNITIES

A. Designer warrants to the best of their knowledge that:

1. Designer is legally allowed to enter into this Agreement with Publisher;
2. Designer is the exclusive owner and/or sole representative of the exclusive owner of the copyright in Game, and
3. No other third party has right, title, or interest in Game.

Except for the above warranties, the parties agree that Designer delivers Game “as is.”

B. Publisher represents and warrants to the best of their knowledge that:

1. Publisher has the full right and ability to enter into this Agreement;
2. Publisher complies with all applicable laws in all jurisdictions in which it does business;
3. Publisher will perform its services and obligations under this Agreement at no less standard than can be reasonably expected from a publisher of tabletop games of a similar quality and market share as Publisher;
4. Publisher will perform its obligations hereunder using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement;
5. No materials produced or provided by Publisher in connection with Game will infringe any intellectual property right, be defamatory, or otherwise violate any other right of any kind of any person or entity or contain anything that is unlawful or deceptive; and
6. Publisher will perform its services and obligations under this Agreement in accordance with all applicable laws and regulations.

C. Publisher agrees to indemnify and hold harmless Designer:

1. against any losses arising out of any claim resulting from a breach of any of Publisher's above representations and warranties or the acts or omissions by Publisher;

2. from any recovery, finally sustained, by reason of any violations of copyright or other property of personal right on the part of Publisher; provided, however, that Designer shall with all reasonable promptness notify Publisher of any claim or suit which may involve the warranties of Publisher hereunder; and Publisher agrees fully to cooperate in the defense thereof;
 3. against all costs, expenses, and losses (including reasonable attorneys' fees and costs) incurred as a result of claims, or threatened claims, of third parties against Designer based on the design, development, production, hosting, maintenance, support, marketing, promotion, sale, publication, and distribution of Game, including, without limitations, claims founded on:
 - a. product defects, product liability, or false or misleading advertising;
 - b. any negligent or more culpable act or omission on the part of Publisher or its sub-licensees;
 - c. any act or omission on the part of Publisher or its sub-licensee that constitutes a breach of this Agreement; or
 - d. any act or omission on the part of Publisher that constitutes a violation of any applicable law.
- D. Any out of court settlement of any suit filed jointly against the Publisher and the Designer will be made only by mutual agreement in writing between the same.
- E. Except as otherwise provided in this Agreement, neither Party makes any express or implied warranties or conditions of any kind, including without limitation, any implied warranties of merchantability or fitness for a particular purpose.

13. CONFIDENTIALITY

Each party may provide to the other party information which is deemed to be confidential and which shall be clearly labeled as "Confidential Information." Neither party shall either during the term of this Agreement or at any time after it, use or disclose to any person, firm, or company any Confidential Information. This restriction does not apply to any use or disclosure authorized by the disclosing party or required by law, or any information which is already in, or comes into, the public domain otherwise than through unauthorized disclosure.

14. GOVERNING LAW

This Agreement is governed by the laws of the State of [designer's state] applicable to contracts executed and performed without reference to conflict of laws. Any disputes arising under this Agreement will be subject exclusively to the jurisdiction of the state and federal courts having jurisdiction over [designer's county] County. Each party will submit to the sole and exclusive jurisdiction of such courts in connection with any such dispute.

15. GENERAL TERMS

This Agreement constitutes the full understanding of the parties and supersedes all prior agreements, understandings and proposals, whether written or oral, with respect to Game. No modification of this Agreement will be binding unless contained in a writing signed by both parties. Subject to applicable statutes of limitations, no waiver by either party of any breach or default under this Agreement will be deemed a waiver of any future breach or default or will in any other way affect any of the terms or conditions of this Agreement.

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, unenforceable, or void, such decision will not invalidate or void the remainder of this Agreement. The part or parts of this Agreement held to be invalid, unenforceable, or void will be deemed to have been deleted from this Agreement.

This Agreement may be executed in counterparts, including by electronic signature, each deemed an original and together one instrument. Notices must be in writing and are deemed given when delivered by hand, nationally recognized overnight courier, or email with confirmation, to the recipient's last provided contact details; either party may update such details by notice.

The parties are independent contractors and have no authority to bind each other except as expressly stated. Each party will comply with applicable export, sanctions, and anti-corruption laws (including the U.S. FCPA and U.K. Bribery Act).

BY SIGNING BELOW, each Party acknowledges that it has carefully read and fully understood this Agreement, and each agrees to be bound by the terms of this Agreement.

PUBLISHER:

DESIGNER:

Name:

Name:

Title:

Date:

Date:

EXHIBIT A. DEAL TERMS

Game	[Game Name] (working title)
Design Credit	[Designer Name as it will appear on box]
Term	3 years from [the Effective Date]. The Term will renew automatically for additional 1-year periods, unless either Party terminates as described in Section 10.
Territory	[regions in which the publisher can reasonably expect to publish or sublicense game]
Languages	[languages in which the publisher can reasonably expect to publish or sublicense game]
Covered Products	- Non-electronic versions of Game - Promotional items to promote and sell Game, including but not limited to clothing, plush, dice, posters and pins
Products Requiring Addenda	- Follow-up Games, as described in Section 7.A - Other Derivative Media, as described in Section 7.B
Non-Covered Products	Training GenAI, as described in Section 8
Advance	USD \$_____
Base Game Royalty Rate	For physical copies of Game manufactured by Publisher, including copies manufactured on behalf of sublicensees: [choose one]: ____% of suggested retail list price, paid as copies are manufactured, OR

	• ____% of gross revenue received by Publisher (excluding sales discounts, sales taxes and returns), paid as revenue is received (including any crowdfunding revenue)
Other Royalty Rates	• For physical copies of Game manufactured by <i>sublicensors</i>, the larger of: ○ 50% of the sublicensing fee paid to Publisher, or ○ a per-copy amount equal to 90% of the average per-copy royalties for physical copies of Game manufactured by Publisher. • For Promotional items designed and produced to promote and sell Game, including but not limited to clothing, plush, dice, posters and pins: 10% of gross revenue received by Publisher
Accounting Periods	Quarterly: • January 1 to March 31 • April 1 to June 30 • July 1 to September 30 • October 1 to December 31
Publication Deadline	A minimum of [x] copies by [date]
Complimentary Products	6 units of each Product published/distributed by Publisher, and 1 unit of each sublicensed Product
Minimum Royalty Amount	\$____ in a 12 month period following the first 12 months after the Product is first offered for sale to the public