

AU-IPipp08

## **IP licence agreement: to use specialist system**

## Contents

1. Definitions
2. Interpretation
3. Warranties for authority
4. Relationship of parties
5. Entire agreement
6. Licensor's representations as to Intellectual property
7. The Licence
8. Limitations and permissions on the Licence
9. Freedom to use
10. Protection of [\[HR System\]](#)
11. Third party infringement
12. Renewal payments
13. Security of the Licensee credit card
14. Payment on running credit account
15. Material the Licensee may post to Licensor' s Website
16. Disclaimers and limitation of liability
17. Indemnity by Licensee
18. Copyright and other Intellectual Property
19. Confidential Information
20. The measure of damages
21. Termination
22. Miscellaneous matters

Schedule 1 Description of the [\[HR System\]](#)



customer relationships , ■ ■ ■ ■ ■ ■ ■ ■ , ■ ■  
■ ■ ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ .

It includes information about the Intellectual Property and ■ ■ ■ ■ ■ ■ ■ ■ - ■ ■ ■ ■ .

## “Copy or Publish”

[illegible]

## "Intellectual Property"

[illegible]

## “Know-how”

[illegible]

“Licence”

means the licence granted by Licensor to the Licensee in the terms of this ■■■■■■■■■■  
■■■■■■■■■■ [■■■■■■■■■■].

“Licence Fee”

means the sum or sums payable for the ■■■■  
■■■■■■■■■■■■■■■■■■■■.

"Use Allowed"

means use in [human resource management / the  
manufacture of computer games / ■■■■■■■■  
■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■]

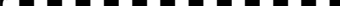

## 2. Interpretation

In this agreement unless the context otherwise requires:

- [illegible]

### 3. Warranties for authority

The Licensee warrants that:

- 3.1. it has power to enter [  ].
- 3.2. it is not aware of anything within .



[illegible]

## 6. Licensor's representations as to Intellectual property

[illegible]

- 6.1. the Licensors are either the owner of the entire right, title and interest in and to [REDACTED] ;
- 6.2. to the best of the knowledge of the [REDACTED] ;
- 6.3. use of the [HR REDACTED] .

## 7. The Licence

- 7.1. The Licensee acknowledges that the Licensor owns all right, title and interest in and to the Licensed Material, including any intellectual property rights, and that the Licensee is not entitled to use the Licensed Material for any purpose other than the Use Allowed.
- 7.2. Subject to payment of the Licence Fee and to the other terms and conditions of this License, the Licensee is granted a license to use the Licensed Material for the Use Allowed:
- 7.2.1 not sub-licensable;
- 7.2.2 non-exclusive;
- 7.2.3 for an initial term of one year, from the date of the first use of the Licensed Material, and thereafter for successive one-year terms, unless the Licensee gives written notice to the Licensor of its intention not to renew the License at least 90 days before the end of the term;
- 7.2.4 restricted to use for the Use Allowed.







- [illegible]

OR

OR

- 10.5. not represent that the Licensee is the owner or [REDACTED]  
[REDACTED] [REDACTED];

- [illegible]

- 10.9. not publish any ..... , ..  
..... :

## 11. Third party infringement

- 11.1. If either party becomes in any way aware of any [redacted]  
[redacted], [redacted].
- 11.2. The Licensor shall have the first right, but not the [redacted], [redacted]  
[redacted], [redacted], [redacted]  
[redacted], [redacted] [redacted]  
[redacted].
- 11.3. The Licensor must notify the Licensee within [28] [redacted]  
[redacted], [redacted]  
[redacted]  
[redacted].
- 11.4. The Licensee agrees to co-operate with the Licensor in any litigation or  
other enforcement action that the Licensor [redacted]  
[redacted] [redacted]. [redacted]  
[redacted] - [redacted], [redacted]  
[redacted]  
[redacted]  
[redacted].
- 11.5. All reasonable lawyers' fee and other expenses incurred by the  
Licensee in [redacted] - [redacted]  
[redacted] [redacted]  
[redacted]  
[redacted].
- 11.6. The Licensee shall have the right to participate [redacted]  
[redacted], [redacted]  
[redacted].
- 11.7. The Licensee shall have no recourse against the Licensor arising out of  
the Licensor's handling of or decisions concerning [redacted]  
[redacted]. [redacted], [redacted]  
[redacted]  
[redacted]  
[redacted]. [redacted]  
[redacted].
- 11.8. If the Licensor fails to take action on a matter which affects or may [redacted]  
[redacted], [redacted]  
[redacted]. [redacted], [redacted]  
[redacted], [redacted], [redacted].



.....  
.....

- 13.2. If the Licensee has asked the Licensor to remember the Licensee's credit card details in readiness for the Licensee's next .....  
....., .....  
.....  
.....  
.....  
.....

## 14. Payment on running credit account

This paragraph applies .....  
.....:

- 14.1. on request, the Licensor will supply .....  
.....;  
14.2. the Licensor will automatically charge interest to ..... [ 1 ]  
.....;  
14.3. if money due remains overdue after one month, the rate charged by the Licensor will be [ 1 . 5 ] .....  
.....  
.....  
.....

## 15. Material the Licensee may post to Licensor's Website

..... " " ..... : [ ..... ] .....  
.....

.....  
....., ..... [ .....  
[ ..... ]  
..... ] :  
.....



[illegible]

16.7.  $\frac{1}{2} \left( \frac{1}{2} + \frac{1}{2} \right) = \frac{1}{2}$ ,  $\frac{1}{2} \left( \frac{1}{2} + \frac{1}{2} \right) = \frac{1}{2}$ ,  $\frac{1}{2} \left( \frac{1}{2} + \frac{1}{2} \right) = \frac{1}{2}$ .

[illegible]





[illegible]

## 19. Confidential Information

19.1. The Licensee now agrees that it will:

[illegible][illegible][illegible][illegible][illegible]

19.2. This paragraph does not apply to disclosure:

[illegible][illegible]

**19.2.3**



[illegible][illegible][illegible]

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[illegible]

It shall be deemed to have been delivered:

.....  
 .....72.....;

[illegible][illegible][illegible][illegible][illegible]

**Signed by** [Licensor name]

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## Schedule 1: Description of the **[HR System]**

## Explanatory notes:

## IP licence agreement: to use specialist system

## Paragraph specific notes:

Notes numbering refers to paragraph numbers.

## 1. Definitions

[illegible][illegible][illegible]

By all means use the find/replace function in your word processor to change them. If you do change a defined term, make sure it ■■■■■■■■■■  
■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.

## 2. Interpretation

[illegible]

### 3. Warranties for authority

[illegible]

#### 4. Relationship of parties

We have no comment.

## 5. Entire agreement

This paragraph prevents a party from later saying he was relying on some other document or website or what was said. These provisions are more important in an international trade agreement, when another country may have slightly different law on, for example, implied conditions. If other documents are to be relied

## 6. Licensor's representations as to Intellectual Property

This is your document. You do not have to offer anything more than the barest of licences. However, we assume that your counter party is as intelligent and well advised as you are. If so, he will require confirmation of some of these points. You can edit now, or take them out and put some back only after your counter party has




## 7. The Licence

[illegible][illegible]

A limitation on sale outside the specified market is difficult to enforce. You should use it only where your product makes it ■■■■■■■■■■.

■■■■■■■■■■.

## 8. Limitations and permissions on Licences

These points are matters for your choice. You can delete what   
  
.

The definition of “Limitations and permissions” refers also to your website. We assume that the licensee will be asked to make choices, ■■■■■■■■, ■■



## 9. Freedom to use

## 10. Protection of [HR System]

## 11. Third party infringement

## 12. Renewal payments

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[illegible]

## 16. Disclaimers and limitation of liability

[illegible]

You will see   
.

## 17. Indemnity by Licensee

Very widely worded to .

## 18. Copyright and other Intellectual Property

Although you cannot prevent some person from acting maliciously or unlawfully, this paragraph is drawn to give you the

## 19. Confidential Information

[illegible]

## 20. The measure of damages

[illegible]

The second sub-paragraph also reinforces what may already be the

## 21. Termination

## 22. Miscellaneous matters

## Schedule 1 Description of the [HR System]

## End of notes