IP licence agreement: to use specialist system

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Schedule 1 Description of the [HR System]

This agreement is dated: [date]

It is made between: [name]

Of [address] (the "Licensor")

And [ABC Pty Ltd], a company incorporated in

Of registered office is at [full address] (■ ■ ■ " ■ ■

■ ■ ")

It is now agreed as follows:

1. Definitions

In this agreement, the following words shall have the following meanings,

"[HR System]"

means concepts, designs, drawings, tables, software programmes and other Intellectual Property created by the Licensor to be used to [

means all information about the parties to this agreement, including any information which may give

lt does not include information that is reasonably necessary to disclose to a customer or other person in the usual course of

It includes among other things:

information about staff and their personal contact information;

......................

 data or information relating to product plans, marketing strategies, finance, operations,

	customer relationships , ■ ■ ■ ■ ■ ■ ■ , ■ ■
	It includes information about the Intellectual Property and ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .
"Copy or Publish"	with reference to the [HR System], means reproducing or publishing in whole or in part, using any means, in any medium. It includes breaking up,
"Intellectual Property"	means intellectual property of every sort, whether or not registered or registrable in any country, including intellectual property of kinds coming into existence after today; and including, among others, patents, trade marks, unregistered marks, designs, copyrights, software, domain names, discoveries, Know-
"Know-how"	means scientific or technical information, and other procedures and ways of working and organising
"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 I I I I I I I I I I I I I I I I I I
"Use Allowed"	means use in [human resource management / the manufacture of computer games / • • • • • • • • • • • • • • • • • •

2. Interpretation

In this agreement unless the context otherwise requires:

	reference to the singular may be interpreted • • • • • • • • • • • • • • • • • • •
2.2.	in connection with any benefit given by this agreement, a reference to a party includes ••••••••••••••••••••••••••••••••••••
2.3.	a reference to a paragraph or schedule is to a paragraph or schedule to this agreement unless the context • • • • • • • • • • • • • • • • • • •
2.4.	the headings to the paragraphs and schedules (if any) to this agreement are inserted
2.5.	any agreement by any party not to do or omit to do something includes an obligation not to allow some
2.6.	a reference to the knowledge, information, belief or awareness of any person shall be deemed to include the knowledge, information,
2.7.	all money sums mentioned in this agreement are calculated net of GST, which
2.8.	this agreement is made only in the English language. If there is any ■ ■
War	ranties for authority
The L	icensee warrants that:
3.1.	it has power to enter • • • • • • • • [• • • • • • • • • •
3.2.	it is not aware of anything within

a reference to one gender shall include any or all genders and a

2.1.

3.

	3.3.	it is no	t insolvent and knows of no circumstance which would	
	3.4.	its perf	formance of this agreement will not :	
		3.4.1	conflict with any law or	
		3.4.2	constitute a default (or event which with the giving	
4.	Rela	ationship of parties		
	4.1.	Nothin	g in this agreement shall create a partnership,	
	4.2.	Neithe ■■■ , ■■■	r party shall have, nor represent that it	
5.	Enti	ire agı	reement	
	5.1.	This aç	greement contains the entire	
	5.2.		ions, warranties or other terms implied by	
	5.3.		party acknowledges that, in entering into this agreement,	
	5.4.	As an	exception to the last	

			■ ■]	
6.	Licensor's representations as to Intellectual property			
	The I	Licensor	:	
	6.1.		censor is either the owner of the entire right, title and interest in	
		■ ■ ■ I		
	6.2.		best of the knowledge of the 	
	6.3.	use of	the [HR = = =] = = = = = = = = = = = = .	
7.	The	Licer	nce	
	7.1.		censee acknowledges that the Licensor owns all right, title and	
	7.2.		ct to payment of the Licence Fee and to the other terms	
		7.2.1	not sub-licensable;	
		7.2.2	non-exclusive;	
		7.2.3	for an initial term of one year,	
		7.2.4	restricted to use for the Use Allowed.	

1.3.		••• •• •• •• • :
	7.3.1	that the Licensor approves ••••(•••••);
	7.3.2	that the assignee enters into an agreement directly with the Licensor in
		[]
	7.3.3	the assignee may not transfer again.
7.4.	-	renewal payment is not made before the annual renewal date,
	= = = = = = = = = = = = = = = = = = =	ensor may
7.5.		censee may not allow any other person
7.6.	No exp	oress or implied licence of the [HR = = =] = = = = = = = =
7.7.	If any i	information the Licensee gives to the
1 :	!4-4!	
		ns and permissions on the Licence
8.1.	The Li	censee must not Copy • • • • • • • • • • [• • • • • • •]
8.2.	The Li	censee may not allow any other person
8.3.		censee may not represent or • • • • • • • • • • • • • • • • • •

8.

	8.4.	The Licensee may not remove any identification		
	8.5.	Every publication or appearance of any part of the [
9.	Freedom to use			
	Despite the above • • • • , • • • • • • • • • • • • • •			
	9.1.	once for the purpose of system maintenance		
		;		
	9.2.	to a contractor of the Licensee whose contract is to work on the project or purpose for which the Licensee has bought the [HR System]. ■ ■ ■		
	9.3.	If the Licensee copies any part of the [HR System] to a contractor as provided above,		
	9.4.	Nothing in this paragraph shall permit disclosure of any part of the [HR		

10. Protection of [HR System]

The Licensee agrees that it will:

10.1.	not claim nor register any Intellectual Property right in the [= = = = = = = = = = = = = = = = = =
10.2.	not use in its own business, any
OR	
10.3.	not use the name "[HR System]" as a trade • • • • , • • • • • • • • • • • • • •
0.5	;
OR	
10.4.	not use the name "[HR System]" • • • • • • • • • • • • • • • • • • •
	■ ■ ;
10.5.	not represent that the Licensee is the owner or ••••••••••••••••••••••••••••••••••
10.6.	use its best endeavours to notify all persons who may \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare
10.7	[Attach appropriately to every \blacksquare
10.7.	[Attach appropriately to every — — — — [— — —]];
10.8.	not remove any identification or reference
10.9.	not publish any
	10.9.1 denigrate the Licensor
	10.9.2 reduce the value of •••••••••••••••••••••••••••••••••••

11. Third party infringement

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

	11.9.	The Licensee may at any time discontinue , , , , , , , , , , , , , , , , , ,
	11.10	If a party brings an action under this paragraph and subsequently ceases to pursue
	11.11	All money recovered through any proceeding or claim, or from any settlement of it, shall belong to the party , , , , , , , , , , , , , , , , , ,
12.	Ren	ewal payments
		At least [four] weeks before expiry of the period for which the Licensee has paid, the Licensor shall send
	OR	
	12.2.	At expiry of the Licensee's annual subscription the Licensor will automatically take payment from the Licensee's
13.	Sec	urity of the Licensee credit card
	13.1.	The Licensor will take care to make the Licensor's website safe for the Licensee to use.

	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.	Pay	ment on running credit account
		paragraph applies = = = = = = = = = = = = = = = = = = =
	14.1.	on request, the Licensor will supply • • • • • • • • • • • • • • • • • • •
	14.2.	the Licensor will automatically charge interest to ••••••••••••••••••••••••••••••••••
	14.3.	if money due remains overdue after one month, the rate charged by the Licensor will be [1 . 5] ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
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15.		erial the Licensee may post to Licensor's Website

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	15.2.	The Licensee may not upload material which contains:
		15.2.1
		■■■■ ; 15.2.2
		15.2.2
		15.2.3
		15.2.4 inaccurate, false, or misleading information;
	15.3.	
		;
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	OR	
	16.5.	,
	16.6.	
		16.6.1 indirect or consequential loss; or
		16.6.2
	16.7.	
17.	Inde	emnity by Licensee
	= = = = , = :	
	17.1.	;
	17.2.	its breach of this agreement;
	17.3.	

	17.4.];	•••••		• • • • •	••••	••••	
	17.5.	••••	 	•••••		•••••	••••	••••	••••
18.	Сор	yrigh	t and oth	er Intel	lectua	l Prope	erty		
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19. Confidential Information

19.1. The Licensee now agrees that it will:

19.1.1												•		•	• •
19.1.2															
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19.1.3	•••			■ , ■		, ■ • ■	 	••	 	• • • •		••		••	
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19.1.4							 		 	• •	••	•		•	• •
19.1.5															
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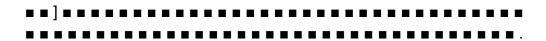
19.2. This paragraph does not apply to disclosure:

19.2.1					 	
19.2.2						
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19.2.3						

	19.3.
20.	The measure of damages
	20.1.
	20.2.
21.	Termination
	21.1.
	21.2.
	21.3.
22.	Miscellaneous matters
	22.1.

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22.8.										
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Signed by [Licensor name]

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	[•					•]												ı .					

Schedule 1: Description of the [HR System]

Explanatory notes:

IP licence agreement: to use specialist system

Paragraph specific notes:

	- 41	
1	I latu	nitions
	Delli	пиона

2.

3.

s numbering refers to paragraph numbers.
Definitions
You should first decide on the contents of the document, then return to check what definitions are needed and whether they really •••••••••••••••••••••••••••••••••••
The definition relating to the subject matter of the agreement requires particular care on your part. We have named your package "HR System". You should now find and replace
You may also have to differentiate between the name you give to the package and any other name you might use to sell your own products. Be careful to avoid accidentally including in the definition of what you are selling, a name or software which
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 •••••••••••••••••••••••••••••••••••
Interpretation
Leave these items in place unless there is a good reason to edit or remove. Each of these items has been carefully considered in the context of this agreement and has been included for a purpose.
Warranties for authority
The importance of these warranties is largely in removing a defence of "I did not realise" in the event of some error on the part of a party. These matters

Relationship of parties 4.

We have no comment.

5. Entire agreement

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

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

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 po	oints are m	natters for y	our choice	. You can	delete wha	nt = = = =	
.							

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
	This paragraph is useful only if your product is identifiable once it
10.	Protection of [HR System]
	When you grant the licence, you specify exactly what it covers. This paragraph places additional restrictions on the licensee in many areas. We suggest that
	The sub paragraphs covering the name are useful to you only if you are looking to licence a named product. If your name has any
11.	Third party infringement
	Whether or not you need this paragraph depends entirely on what form your product takes. If it is immediately incorporated in your licensee's own product,
	It is not only your licensee who may cause problems for you. Infringements leading to litigation are not common, but when they happen, the usual ■ ■ ■
	,
12.	Renewal payments
	This paragraph is a clear option: in or out. If you take payment monthly, ,,,,,,,
	We have provided for auto renewal of the licence provision. In law that provision is void unless the licensee has agreed to it in advance you cannot unilaterally renew a contract. However, if you

The best way to deal with this issue is to provide a warning to the licensee about four weeks before you take payment, with a copy of
••••••••••••
Security of the Licensee credit card
This paragraph is more for information than contractual commitment. We have included it here because many users
For payment you may have various alternatives like • • • • • • • • • • • • • • • • • • •
Payment on running credit account
There is no need to write into your terms, your requirements for giving credit. You need absolute flexibility. Second, it is not a contractual matter but a concession by you. The only contractual part is the charging of interest. Most customers assume that if
This provision will be most useful when a customer • • • • • • • • • • • • • • • • • • •
The mention of "not a penalty" is necessary because • • • • • • • • • • • • • • • • • • •
Material the Licensee may post to Licensor's Website
This paragraph assume that your licensee comes to your website either to pick up information,

13.

14.

15.

16.	Disclaimers and limitation of liability
	The law is complicated and much depends
	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
	We have included this paragraph because a business has so many secrets ■
20.	The measure of damages
	The first sub-paragraph gives contractual force to •••••••••••••••••••••••••••••••••••
	The second sub-paragraph also reinforces what may already be the

	An order of the Court
21.	Termination
	This paragraph deals with the typical terms of termination
22.	Miscellaneous matters
	A number of special points. We have identified each of these as
Sched	dule 1 Description of the [HR System]
	It is absolutely essential that you define ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

End of notes