

AU-IPipp39

## **IP licence agreement: educational or training system**

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This agreement is dated: [date]

And made between:

[ABC Pty Limited], a company incorporated in Australia [under ACN [number]] and whose registered office ■■■■■■■■■■ [■■■■■■■■■■] (■■■■■ “■■■■■”);

and

[Heartland Pty Limited], a company incorporated in Australia [under ACN [number]] and whose ■■■■■■■■■■ [■■■■■■■■■■], (“■■■■■”).

It is now agreed as follows:

## 1. Definitions

“[LearnWithMe]” means concepts, designs, drawings, suites of software programmes and other Intellectual Property created by the Licensor to be used to [■■■■■■■■■■] ■■■■■■■■■■ 1 .

“Confidential Information” means all information about the parties to this agreement, including any information which may give ■■■■■■■■■■ ■■■■■■■■■■ .

It 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, their performance and ■■■■■■■■■■ ,








data or information relating to suppliers, product plans, marketing strategies, finance, performance, operations, customer ■■■■■■ , ■■■■■■■■■■ , ■■■■■■■■■■ ;

information about the Intellectual Property, the Know-how and all ■■■■■■■■■■

[illegible]

means a software product or text or other material  
in any medium which is based on or originated, ■  
■ ■ ■ ■ ■ ■ ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■  
■ ■ ■ .

means Intellectual Property rights in a Derived Product.

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, trademarks, unregistered marks, designs, copyrights, software, domain names, discoveries, Know- ,   
 ,   
  
  
.

[illegible][illegible]



- [illegible]

### 3. Warranties for authority

[Heartland] warrants that:

- 3.1. it is properly registered and operates under the laws [ ]  
[ ] / [ ] ]  
[ ] ;
- 3.2. it is not subject to any order, decree  
[ ]  
[ ] ;
- 3.3. it is not aware of anything within  
[ ]  
[ ] ;
- 3.4. it is not insolvent and knows of no circumstance which would  
[ ]  
[ ]  
[ ] .
- 3.5. its performance of this agreement will not:



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

The Licensors represents and warrants

- 6.1. the Licensor is 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. [except as listed in Schedule [number]] no action has been [REDACTED];
- 6.4. use of the Licensed Material [REDACTED];

## 7. The licence

- [illegible]





[illegible]

## 9. Third Party IP

9.1. Third Party IP is listed in Schedule 3.

9.2. The Licensor has obtained all necessary permissions and [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED].

9.3. The Licensor now grants a licence of in respect ,  
,  
  
.

[illegible][illegible]

## 10. Protection of Licensed Material

[Heartland] agrees that it will:

[illegible][illegible]

10.3. not use in its own business, any ■■■■■■■■■■■■■■■■■■■■■■  
 ■■■■■■■■■■■■■■■■■■■■■■ ■■■■■■■■■■■■■■■■■■■■■■  
 ■■■■■■■■■■■■■■■■■■■■■■ ;

*OR*



....., .....

■ .

11.3. The Licensor must notify [Heartland] within [28] \_\_\_\_\_  
 \_\_\_\_\_, \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_.

[illegible]

11.5. All reasonable lawyers' fee and other expenses incurred by [Heartland]  
 ■■■■■■■■■■ - ■■■■■■■■■■  
 ■■■■■■■■■■  
 ■■■■■■■■■■ [■■■■] ■■■■■■■■■■.

11.6. [Heartland] shall have the right to participate ■■■■■■■■■■  
 ■■■■■■■■■■ , ■■■■■■■■■■  
 ■■■■■■■■■■ .

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

[illegible]

## 12. Continuing improvement of Licensed Material

[illegible][illegible]

12.3. If [Heartland] shall reasonably so request, the \_\_\_\_\_,  
 \_\_\_\_\_, \_\_\_\_\_,  
 \_\_\_\_\_ [ \_\_\_\_\_ ] \_\_\_\_\_.

[illegible][illegible][illegible]

## 13. Product Updates

[illegible]



## 16. Training provision

The Licensors agree that it will provide \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ 4.

## 17. Confidential Information

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

17.1.4 .....  
.....;

[illegible][illegible]

17.2. This paragraph does not apply to disclosure:







## 19. Indemnity by Licensor

19.1. [ ]  
.  
.

19.2. :  
.

19.2.1 [ ]  
;

19.2.2 [ ] ;

19.2.3  
;

19.2.4  
;  
;

19.2.5 [ ]  
.  
.

19.3. -  
,  
,  
:

19.3.1 [ ]  
;

19.3.2  
.

19.4. -  
.

19.5. (  
)  
, , ,

## 20. Indemnification process

[illegible]

[illegible][illegible][illegible]

22.3.  $\begin{bmatrix} 1 & 2 & 3 & 4 & 5 & 6 & 7 & 8 & 9 & 10 & 11 & 12 & 13 & 14 & 15 & 16 & 17 & 18 & 19 & 20 & 21 & 22 & 23 & 24 & 25 & 26 & 27 & 28 & 29 & 30 & 31 & 32 & 33 & 34 & 35 & 36 & 37 & 38 & 39 & 40 & 41 & 42 & 43 & 44 & 45 & 46 & 47 & 48 & 49 & 50 & 51 & 52 & 53 & 54 & 55 & 56 & 57 & 58 & 59 & 60 & 61 & 62 & 63 & 64 & 65 & 66 & 67 & 68 & 69 & 70 & 71 & 72 & 73 & 74 & 75 & 76 & 77 & 78 & 79 & 80 & 81 & 82 & 83 & 84 & 85 & 86 & 87 & 88 & 89 & 90 & 91 & 92 & 93 & 94 & 95 & 96 & 97 & 98 & 99 & 100 \end{bmatrix}$

## 23. Publicity / Announcements

[illegible]

OR

23.2. No party shall:

23.2.1 make any public announcement; or

23.2.2 disclose any information; or

[illegible]

.....  
.....

[illegible][illegible]

## 24. Miscellaneous matters

[illegible]

**24.2.**



It shall be deemed to have been delivered:

[illegible][illegible][illegible]

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## Schedule 1: Description of [\[LearnWithMe\]](#)

## **Schedule 2: Supporting IP**

## **Schedule 3: Third Party IP**

## **Schedule 4: Training provisions**

## **Schedule 5: Press release**

## Explanatory notes:

## IP licence agreement: educational or training system

## General notes:

[illegible][illegible]

We have provided an option for “Derived Products”. If your product is successful, it is certain that some customers will want to change it or refine it. If you allow that to be done by them, it is essential that you retain the rights in the new version. If you do not, you

.....  
.....

The agreement as drawn, assumes that your licensee will make ■■■■■■■■■■  
■■■■■■■.

### Paragraph specific notes:

Notes numbering refers to paragraph numbers.

## 1. 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. If you are selling a licence for a dating site in a particular country, you can easily define the scope of the licence. However, if you are licensing an education system or an aid to psycho-analysis, you will certainly want to limit the scope of the licence very carefully. If you do not, you

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

We have no comment.

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

This is the most important paragraph in the agreement because it records the essence of your deal. A licence may be limited in time, space, product, use and many more. Please do not rely on our having covered every .....  
.....  
.....

A limitation on sale outside the specified market is difficult to enforce. You should .....  
.....

## 8. Licence of the Supporting IP

As we have discussed above, if you do not wish to specify supporting IP separately, delete this paragraph. If you .....  
■ ( ..... ) ..... , .....  
.....

## 9. Third Party IP

Care is needed in dealing with third party software. Most websites include items bought in, possibly downloaded from the Internet and subject to non-negotiable terms and conditions. ....  
..... , .....  
..... “ ..... ” .....  
.....

Nothing you say here is binding on the supplier of the third party software, but .....  
.....

If you have written every part of your product from scratch, you can delete all references to “Third Party IP”. However, there is little that can be assembled









