IP licence agreement: educational or training system

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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

And made between: [ABC Pty Limited], a company incorporated in Australia [under ACN [number]] and 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 --------It does not include information that is reasonably necessary to disclose to a customer or other person in the usual course of \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare 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 $\blacksquare \blacksquare \blacksquare$, $\blacksquare \blacksquare$ information about the Intellectual Property, the

This agreement is dated: [date]

Know-how and all

information created or arising from this agreement; information owned by a third party and in respect . . . - information, comment or implication published on It does not include information that it is reasonably necessary to disclose to a customer or other person in the usual course \blacksquare \blacksquare \blacksquare \blacksquare "Derived Product" means a software product or text or other material in any medium which is based on or originated, "DP Rights" means Intellectual Property rights in a Derived Product. "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, trademarks, unregistered marks, designs, copyrights, software, domain names, discoveries, Know-------------"Know-how" means scientific or technical information, and other procedures and ways of working and "Licensed Material" means all Intellectual Property in [LearnWithMe]

"Market/Area of Activity" means the market for [agricultural machinery / unmanned aerial vehicles / food processing machinery, or as the case may be. [Enter complete and clear statement of industry and application. If longer than 100 words, use ■ ■ ■ -----*l*. OR "Market/Area of Activity" means for training/educating/providing recreational facilities for [■ ■ ■ ■ ■ ■]. . "Supporting IP" means all Intellectual Property which is necessary or desirable for the operation and use of [LearnWithMe] but which is identifiably separate "Third Party IP" means Intellectual Property owned by some person other than the parties, which has been • •[...]........... "Update" means a revision, modification, improvement or corrected version of the Licensed Material,

2. Interpretation

In this agreement unless the context otherwise requires:

2.1.	a reference to one gender shall include any or all genders and a reference to the singular may be interpreted • • • • • • • • • • • • • • • • • • •						
2.2.	a reference to a paragraph or schedule is to a paragraph or schedule						
	to this agreement unless the context • • • • • • • • • • • • • • • • • • •						

2.3.	the headings to the paragraphs and schedules (if any) to this agreement are inserted ••••••••••••••••••••••••••••••••••••
2.4.	any agreement by any party not to do or omit to do something includes an obligation not to allow some
2.5.	a reference to the knowledge, information, belief or awareness of any person shall be deemed to include the knowledge, information, ■ ■ ■
	•••••
2.6.	all money sums mentioned in this agreement are calculated net of GST, which
2.7.	this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or
	•.
War	ranties for authority
[Hear	tland] 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
2.4	it is not insolvent and knows of no circumstance which would
3.4.	it is not insolvent and knows of no circumstance which would
3.5.	its performance of this agreement will not:
5.0.	no pononnanco or ano agrocinora wiii not.

		3.5.1	conflict with any law or
		3.5.2	constitute a default (or event which with the giving
4.	Rela	ations	hip of parties
	4.1.		g in this agreement shall create a partnership, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	4.2.		r party shall have, nor represent that it
5.	Ent	ire agı	reement
	5.1.	This a	greement contains the entire
	5.2.	■ ■ ■ [oress or implied licence of the
	5.3.	Condit	ions, warranties or other terms implied by
	5.4.		party acknowledges that, in entering into this agreement,
	5.5.		exception to the last
		[Enter	<i>list</i> = = = = = = = = = = = = = = = = = = =

6.	Lice	ensor's representations as to Intellectual Property
		_icensor represents and warrants ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	6.1.	the Licensor is either the owner of the entire right, title and interest in and to
	6.2.	to the best of the knowledge of the *** , ***
	6.3.	[except as listed in Schedule [number]] no action has been • • • • • • • • • • • • • • • • • •
	6.4.	use of the Licensed Material • • • [• • • •] • • • • • • • • • • •
7.	The	licence
	7.1.	[Heartland] acknowledges that except as provided elsewhere in this agreement, the Licensor
	7.2.	For the licence fee of \$ [500,000], [receipt of which the Licensor now acknowledges],
	7.3.	[Heartland] shall not promote or •••••••/
	7.4.	Heartland must not assign nor

7.5.	[Heartl	and] may not allow any
	[=].
7.6.		rant includes the right to create and use / • • • • • • • • • • • • • • • • • •
7.7.		ence may not = = = = = = = = = = = = = = = = = = =
	7.7.1	that the Licensor approves • • • • • • (• • • • • • • • • • • •
	7.7.2	that the assignee enters into an agreement directly with the Licensor
	7.7.3	that the Licensor is released from
	7.7.4	the sub-licence is non-assignable.
7.8.		as any goodwill is generated by [• • • •] 's • • • • • • • •
7.9.	Expiry	of any patent, trademark or third party
Lice	ence o	of the Supporting IP
8.1.		censor grants to [Heartland] a
8.2.		ence fee
8.3.		t required

	8.4.	Products derived from ••••••,								
9.	Third Party IP									
	9.1.	Third Party IP is listed in Schedule 3.								
	9.2.	The Licensor has obtained all necessary permissions and								
	9.3.	The Licensor now grants a licence of in respect								
	9.4.	As an exception to the remainder of this paragraph, the Licensed Material								
	9.5.	The Licensor gives neither representation nor warranty in respect [
10.	Prof	tection of Licensed Material								
	[Hear	tland] agrees that it will:								
	10.1.	not claim nor register any Intellectual Property right • • • • • • • • • • • • • • • • • • •								
	10.2.	not [within ten years] create, write or make								
	10.3.	not use in its own business, any								
	OR									

10	not use the name "[LearnWithMe]" as • • • • • • • • • • • • • • • • • •	
OF		
10	not use the name "[LearnWithMe]" ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■	,
	•••••••	•
10	not represent that [Heartland] is the •••••••••••••••••••••••••••••••••••	-
10	use its best endeavours to notify all persons who may \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare	
	= =].	
10	[attach appropriately to every ••••• ••• ••• ••• ••• ••• ••• [•••••]	
10	not remove any identification or reference number or other	
	••.	
10	not publish any	
	10.10.1 denigrate the Licensor or ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ , ■ ■ ■ ■ ,	
	10.10.2 reduce the value of •••••••••••••••••••••••••••••••••••	
Tł	d party infringement	
11	If either party becomes in any way aware of ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■	
		•
11	The Licensor shall have the first right, but not the ■■■,■■■■	•

	. .
11.3.	The Licensor must notify [Heartland] within [28]
11.4.	[Heartland] agrees to co-operate with the Licensor in any litigation or other enforcement action that the , , , , , , , , , , , , , , , , , ,
11.5.	All reasonable lawyers' fee and other expenses incurred by [Heartland]
11.6.	[Heartland] shall have the right to participate = = = = = = = = = = = = = = = = = = =
	[Heartland] 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.	[Heartland] may at any time • • • • • • • • • • • • • • • • • • •
	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 , , , , , , , , , , , , , , , , , ,
Con	tinuing improvement of Licensed Material
12.1.	The Licensor will maintain
12.2.	[Heartland] will co-operate with the Licensor so far • • • • • • • • • • • • • • • • • • •
12.3.	If [Heartland] shall reasonably so request, the , , , , , , , , , , , , , , , , , ,
12.4.	Any trademark registered under the terms of
12.5.	If the Licensor declines to register a trademark requested • • • • [• • • •], • • • • [• • • • • • • • • • • • • •
12.6.	The Licensor will not abandon or allow to lapse any registration or application relating to the Supporting IP or other ,
Prod	duct Updates
13.1.	If [within five years of today] the Licensor updates [LearnWithMe] and grants a licence

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ny New
•••••
•••••
••••
escription

...,.......,.........

16. Training provision

17. Confidential Information

17.1.	have a	rties are aware that, as a result of this agreement, they will each ccess to and be entrusted with Confidential Information of the
	17.1.1	except as provided in this •••, •••••;
	17.1.2	
		•;
	17.1.3	
	17.1.4	
	17.1.5	;
	17.1.6	

17.2. This paragraph does not apply to disclosure:

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18. Indemnity by [Heartland]

19. Indemnity by Licensor

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19.2.	:										
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20. Indemnification process

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	20.7.
21.	The measure of damages
	21.1.
	21.2.
22.	Termination
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	22.1. [• • • •] • • • • • • • • • • • • • •
	22.2. [30]
	22.3.

23.	Publicity	/ Announcements

23.1.	
OR	
23.2.	No party shall:
	23.2.1 make any public announcement; or
	23.2.2 disclose any information; or
	23.2.3
23.3.	,
23.4.	
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24. Miscellaneous matters

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	It shall be deemed to have been delivered:
	[];
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24.13	
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24.18	,



Signed by [personal name] on behalf of [Licensor name] as its representative who personally accepts liability for the proper authorisation by [Licensor name] to enter into this agreement

Signed by [personal name] on behalf of [Licensee name] as its representative who personally accepts liability for the proper authorisation by [Licensee name] to enter into this agreement

Schedule 1: Description of [LearnWithMe]

Schedule 2: Supporting IP

Schedule 3: Third Party IP

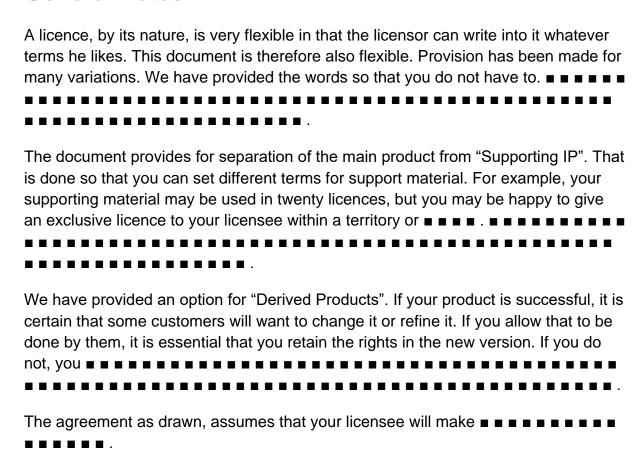
Schedule 4: Training provisions

Schedule 5: Press release

Explanatory notes:

IP licence agreement: educational or training system

General notes:



Paragraph specific notes:

Notes numbering refers to paragraph numbers.

1. Definitions

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

may find your licensee is allowing his associates or clients to use it widely.	
We have given a name to the main product "LearnWithMe" and used "Supporting IP" to cover stuff that has been licensed but not exclusively. Collectively we have given them reference of "Licensed Material". You may now	
You may also have to differentiate between the name you give to the licensed material 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	
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	
We have no comment.	
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	

3.

4.

5.

documents are to be relied • • • • , • • • • • • • • • •

•.
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
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
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
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 nonnegotiable 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

7.

8.

9.

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references to "Third Party IP". However, there is little that can be assembled

today without incorporating some software app owned by someone else. The references to " = = = = = = = = = = = = = = = = = =
Protection of Licensed Material
When you grant the licence, you specify exactly what it covers. This paragraph places restrictions on the licensee in many areas. We suggest that you
Avoid the trap of making contractual concessions to a licensee who is a not-for-profit organisation. Governmental organisations are not beyond taking unfair advantage of a "soft"
Third party infringement
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 short notes found in legal agreements are hopelessly inadequate. When litigation happens, the parties have to
Continuing improvement of Licensed Material
Edit this paragraph according to your product and your business model. We have used the broad word "maintain" to cover "whatever needs to be done to keep ••••••••••••••••••••••••••••••••••
Product Updates
If you buy a licence today for a simple computer application, you will probably receive a message every year or so to invite you to buy the "upgrade". It is assumed in this licence agreement that your licensee may intend

11.

12.

14.	New Intellectual Property
	The same considerations apply here as to updates. In this case however, it is your licensee who has created the new product. We suggest you may wish to
15.	Derived Products
	Derived products are the source of litigation the World over. The problem is to define what is derived and what is original. Western courts are reluctant to support any restriction on trade, so there is a tendency in most jurisdictions to favour
	We have favoured the licensor strongly in the wording of this paragraph. You may agree to share the value or to change the circumstances so that both sides benefit from derived products. Our advice is " " " " " " " " " " " " " " " " " "
16.	Training provision
	A reminder that you may need
	By al means edit ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
17.	Confidential Information
	We have included this paragraph because a business has so many secrets which could easily be stolen that some safeguard is sensible. You should consider
18.	Indemnity by [Heartland]

19.	Indemnity by Licensor
	A limited indemnity. This at
	We have added the last sub paragraph to protect individuals in ■ ■ ■ ■ ■ ■
20.	Indemnification process
	This is a thorough "process" ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
21.	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
22.	Termination
	This paragraph deals with the typical terms of termination ■ ■ ■ ■ ■ ■ ■ ■
••	
23.	Publicity / Announcements

	This paragraph is largely to protect from
	•
24.	Miscellaneous matters
	A number of special points. We have identified each of these as ■ ■ ■ ■ ■
Sche	edule 1: Description of [LearnWithMe]
	It is absolutely essential that you define the subject ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

Schedule 2: Supporting IP

The same comments apply as for Schedule 1.

Schedule 3: Third Party IP

The same comments apply as for Schedule 1.

Schedule 4: Training provisions

Delete if there are no training provisions.

Delete if there is no training provision Schedule 5: Press release

Attach press release.

End of notes