

CA-IPipp37

## **IP sub-licence agreement: copyright work**

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Schedule 1: The Library

Schedule 2: Supporting IP

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**This agreement is dated:**

**It is made between:**

Brian Badger, of [full address] (■■■■ “■■■■■ - ■■■■■”);

**And**

[DEF Limited], a company incorporated in [Province] of Canada, incorporation number [number], whose registered office [redacted], ( [redacted] " [redacted] - [redacted] ").

**It is now agreed as follows:**

## 1. Definitions

“The Library” means concepts, designs, drawings and other intellectual property created by the Sub-Licensors to be used to [enter short name of the Sub-Licensors] [enter short name of the Sub-Licensors] 1].

[illegible]

information about staff, their performance and ■ ■  
■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ,

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

[illegible]

information created or arising from this

information owned by a third party and in respect  
of which a party ■■■■■■■■■■■■■■■■■■■■■■  
■■■■ - ■■■■ .

information, comment or implication published on  
 ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

data or information relating to processes,  
formulae, procedures, designs, drawings,  
apparatus, ■■■■ , ■■■■■■■■■■■■■■■■■■■■■  
■■■■■■■■■■■■■■■■■■■■■ ;

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

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

[illegible]

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-**[REDACTED]**, **[REDACTED]**  
**[REDACTED]**, **[REDACTED]**  
**[REDACTED]**  
**[REDACTED]**  
**[REDACTED]**.

[illegible]



- [illegible]

### 3. Warranties for authority

Each of the parties warrants to ■■■■■■:

- [illegible]



- 5.2. No express or implied licence of the [REDACTED]  
[REDACTED] - [REDACTED].
- 5.3. Conditions, warranties or other terms implied by [REDACTED]  
[REDACTED]
- 5.4. Each party acknowledges that, in entering into this agreement, [REDACTED],  
[REDACTED], [REDACTED]  
[REDACTED].
- 5.5. As an exception to the last [REDACTED], [REDACTED]:  
[REDACTED]:
- [Enter list [REDACTED]  
[REDACTED]

**6. Sub-Licensor's representations as to Intellectual property**

- 6.1. the Sub-Licensors is either the owner of the entire right, title and interest in and [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] - [REDACTED]  
[REDACTED];
- 6.2. to the best of the knowledge of the [REDACTED] - [REDACTED], [REDACTED]  
[REDACTED]  
[REDACTED];
- 6.3. [except as listed in Schedule 3], no action has been brought [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED] - [REDACTED];
- 6.4. use of the Licensed Material [REDACTED] - [REDACTED]  
[REDACTED];
- 6.5. [the Sub-Licensors shall [REDACTED]  
[REDACTED]].



## 7. The licence of the Library

- 7.1. The Sub-Licensee acknowledges that the Sub-Licensors own all right,  
[redacted]  
[redacted] - [redacted]  
[redacted].
- 7.2. For the licence fee of \$ [amount], [receipt of which the Sub-Licensors  
[redacted]] [redacted], [redacted]  
[redacted], [redacted] - [redacted]  
[redacted] - [redacted]  
[redacted], [redacted].
- 7.3. The Sub-Licensee shall not promote or sell the [redacted]  
[redacted] / [redacted], [redacted]  
[redacted].
- 7.4. The licence may not [redacted], [redacted]  
[redacted]:
- 7.4.1 that the Sub-Licensors approve [redacted] ([redacted]  
[redacted] - [redacted]  
[redacted]);
- 7.4.2 that the assignee enters into an agreement directly with the  
Sub-[redacted],  
[redacted]  
[redacted] - [redacted]  
[redacted].
- 7.4.3 that the Sub-Licensors are [redacted]  
[redacted] / [redacted]  
[redacted].
- 7.4.4 the sub-licence is non-assignable.
- 7.5. So far as any addition or improvement to [redacted]  
[redacted], [redacted]  
[redacted].
- 7.6. Expiry of any patent, trademark or third party [redacted]  
[redacted]  
[redacted] [redacted].



9.1.5 each such sub-licence agreement shall be ■■■■■■■■■■  
■■■, ■■■■■■■■■■  
■■■■■■■■■, ■■■■■■■■■■ - ■■■■.

9.2. A sub-licence may be granted to any person in connection with the  
business of the ■■■■ - ■■■■■■■■■■  
■■■■■■■■■, ■■■■■■■■■■. ■■■■■■■■■■  
■■■■■■■■■  
■■■■■■■■■ - ■■■■■■■■■■  
■■■■■.

9.3. On no account shall any obligation or liability of ■■■■■■■■■■ - ■■■■  
■■■■■■■■■ - ■■■■ - ■■■■, ■■■■■■■■■■  
■■■■■■■■■ - ■■■■.

## 10. Protection of Licensed Material

The Sub-Licensee agrees that it will:

10.1. not claim nor register any intellectual property right in the ■■■■■■■■■■  
■■■■■■■■■  
■■■■■■■■■ - ■■■■■■■■■■  
■■■■■■■■■;

10.2. not [within ten years] create, write or make any ■■■■■■■■■■  
■■■■■■■■■, ■■■■■■■■■■  
■■■■■■■■■  
■■■■■■■■■ - ■■■■;

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

OR

10.4. not use the name "the Library" ■■■■■■■■■■, ■■■■  
■■■■■■■■■  
■.

10.5. [not represent that the Sub-Licensee is the ■■■■■■■■■■  
■■■■■■■■■  
■■■■■■■■■ - ■■■■■■■■■■].

10.6. [use its best endeavours to notify all persons who may ■■■■■■■■■■  
■■■■■■■■■, ■■■■■■■■■■



- 11.3. Royalty is payable for [ ] .
- 11.4. On or before [day / date] in each [month / year] the Sub- , , , , .
- 11.5. The Sub-Licensee shall .
- 11.6. Royalty payment shall be made in - .
- 11.7. Payments shall be considered to have been - .
- 11.8. Payments due but unpaid on the due date shall bear interest at a rate of [ ] [ 8 ] %, .
- 11.9. Any tax which the Sub-Licensee is required by - .
- 11.10. If money is withheld on account of tax, the Sub-Licensee shall - :  
11.10.1 a written receipt for the tax paid;  
11.10.2 other documentation necessary or desirable to enable the  
.
- 11.11. If tax is payable or money with held, the cost shall be borne by the Sub- , , , - .



- [illegible]









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

**16.7.**

16.8. ■■■■■■■■■■ - ■■■■■■■■■■ ■■■■■■■■■■ , ■■■  
 ■■■■■■■■■■ ( ■■■■■■■■■■ )  
 ■■■■■■■■■■ .

[illegible]

17.1.2 its breach of this agreement;

[illegible][illegible]


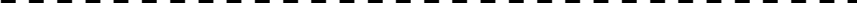
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## 18. Indemnity by Sub-Licensors

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

18.2.5 ■■■■■■ - ■■■■■■■■■■■■■■■■■■■■ - ■■■■■■  
 ■■■■■■■■■■■■■■■■■■■■ - ■■■■■■■■■■■■■■■■■■■  
 ■■■■■■■■■■■■■■■■■■■■.

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

18.4.   
- 

## 19. Indemnification process

[illegible]

[illegible][illegible][illegible]

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







## **Schedule 1: Library**

## **Schedule 2: Supporting IP**

## **Schedule 3: Litigation**

## **Schedule 4: Publicity / Announcements**

## Explanatory notes:

## IP sub-licence agreement: copyright work

## 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 ■■■■■■■■■■  
■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.

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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 a travel booking service, like those used by airlines, you will certainly want to limit the scope of the licence very carefully. If you do not, you may find your sub-licensee is allowing his clients to use it for airlines, railways, hotels, and even adapting it for bespoke cars. He may sell it. But not only may he use your

We have provided for a separate deal in respect of supporting IP from that relating to the main subject of your licence. Only you know whether you need to make different provisions for some part of your licensed system. Many buyers will wish to delete the references to supporting IP. We have given a name to the main product (the Library) and used "Supporting IP to cover stuff that has be . . . . ."

\_\_\_\_\_

\_\_\_\_\_ " \_\_\_\_\_ " \_\_\_\_\_", \_\_\_\_\_

\_\_\_\_\_ .

[illegible][illegible]

## 2. 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.

■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■  
■ .

### 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 web site 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

## 6. Sub-licensor's representations as to intellectual property

[illegible]

## 7. The licence of the Library

[illegible]





## 12. Third party infringement

It is not only your sub-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 .  
 , .  
 .  
 ,

### 13. Continuing improvement of Licensed Material

[illegible]

## 14. 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 sub-licensee may

## 15. Derived Products

[illegible]

We have favoured the sub-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 ■■■■■■■■■■  
■■■■■■■■■■ "■■■■■", "■■■■■ - ■■■■■" ■■■■■■■■■■, ■■■■■■■■■■  
■■■■■■■■■■ - ■■■■■■■■■■



