IP sub-licence agreement: copyright work

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Schedule 1: The Library

Schedule 2: Supporting IP

Schedule 3: Litigation

Schedule 4: Publicity / Announcements

This	agreement is dated:	
lt is r	nade between:	
Brian	Badger, of [full address] (" ");
And		
numb • " •	_	orated in [Province] of Canada, incorporation ed office ■ ■ ■ ■ ■ ■ ■ [■ ■ ■ ■ ■ ■], (■ ■ ■
16 13 1	low agreed as follows.	
1.	Definitions	
	"The Library"	means concepts, designs, drawings and other intellectual property created by the Sub-Licensor to be used to [enter short • • • • • • • • • • • • • • • • • • •
	"Confidential Information"	means all information about the parties to this agreement, including any information which may give a commercially competitive advantage to any other person. It does not include information that it is reasonably necessary to disclose to a customer or other person
		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
		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 • • • • • • • • • • • • • • • • • • •
'Derived Product"	means a 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 organising

agreement;

"Licensed Material"	means all intellectual property in the Library together with the Supporting IP • • • • • • • • • • • • • • • • • •
"Market"	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
].
"Royalty"	means the sums payable from time to time .
"Supporting IP"	means all intellectual property which is necessary or desirable for the operation and use of the Library but which is identifiably separate in substance
	2.
"Update"	means a revision, modification, improvement or corrected version of the Licensed Material, developed by the Sub-
	••.

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.	
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 conflict in meaning between the English language version of this agreement and any version or
^	\ \ /~#	and the first of the state
3.	vvar	ranties for authority
3 .		of the parties warrants to
3.		-
3.	Each	of the parties warrants to ••••••••••••••••••••••••••••••••••
3.	Each 3.1.	of the parties warrants to •••••••• it is properly registered and operates under the laws of the [country / state / province] of its incorporation and •••••• it is not subject to any order, decree or injunction by a court of
3.	Each 3.1.	of the parties warrants to it is properly registered and operates under the laws of the [country / state / province] of its incorporation and it is not subject to any order, decree or injunction by a court of competent jurisdiction which could prevent it is not aware of anything within its reasonable control which might or will adversely affect it is not aware of anything within its reasonable control which might or will adversely affect it is not aware of anything within its reasonable control which might or will adversely affect it is not aware of anything within its reasonable control which might or will adversely affect it is not aware of anything within its reasonable control which might or will adversely affect it is not aware of anything within its reasonable control which might or will adversely affect it is not aware of anything within its reasonable control which might or will adversely affect it is not aware of anything within its reasonable control which might or will adversely affect it is not aware of anything within its reasonable control which might or will adversely affect it is not aware of anything within its reasonable control which might or will adversely affect it is not aware of anything within its reasonable control which might or will adversely affect it is not aware of anything within its reasonable control which might or will adversely affect it is not aware of anything within its reasonable control which might or will adversely affect it is not aware of anything within its reasonable control which will always a court of the control which will always

	to petition		
3.6.	Each c	of the parties warrants that its performance ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■	
	3.6.1	conflict with or result in the breach of any provision of its articles of incorporation or any comparable document regulating the conduct of	
	3.6.2	conflict with any law or governmental regulation in any jurisdiction in which the = = = - = = = = = = = = = = = = = = = 	
	3.6.3	constitute a default (or event which with the giving of notice or lapse of time, would become a default) under	
Rela	ations	hip of parties	
4.1.		g in this agreement shall create a partnership, agency or other aship between the parties, other • • • • • • • • • • • • • • • • • • •	
OR			
4.2.	Nothin create	ub-Licensor is [a director / an employee] of the Sub-Licensee. g in this agreement shall change or affect that relationship, nor a partnership, agency	
4.3.		r party shall have, nor represent that it ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■	
Enti	re agı	reement	
5.1.	This a ₍	greement contains the entire ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■	

	5.3.	Conditions, warranties or other terms implied by
	5.4.	Each party acknowledges that, in entering into this agreement, ■ ■ ■ ■
	5.5.	As an exception to the last • • • • • • • • • • • • • • • • • • •
		[Enter list
6.		-Licensor's representations as to Intellectual perty
	The S	Sub-= = = = = = = = = = = = = = = = = = :
	6.1.	the Sub-Licensor is either the owner of the entire right, title and interest in and
	6.2.	to the best of the knowledge of the
	6.3.	[except as listed in Schedule 3], no action has been brought $\blacksquare \blacksquare \blacksquare \blacksquare$
	6.4.	use of the Licensed Material • • • • • • • • • • • • • • • • • • •
	6.5.	[the Sub-Licensor shall

5.2.

7. The licence of the Library

7.1.	The Su	b-Licensee acknowledges that the Sub-Licensor owns all right,
7.2.	::::	e licence fee of \$ [amount], [receipt of which the Sub-Licensor
7.3.	The Su	ub-Licensee shall not promote or sell the ■ ■ ■ [■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
7.4.		ence may not = = = = = = = = = = = = , = = = = = = :
	7.4.1	that the Sub-Licensor approves • • • • • (• • • • • • • • • • • • •
	7.4.2	that the assignee enters into an agreement directly with the Sub-
	7.4.3	that the Sub-Licensor is
	7.4.4	the sub-licence is non-assignable.
7.5.		as any addition or improvement to ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
7.6.		of any patent, trademark or third party

		••••	
8.	Lice	ence c	of the Supporting IP
	8.1.	The S	ub-Licensor grants to the Sub-Licensee a
		8.1.1	No licence fee
		8.1.2	The licence is non-exclusive.
		8.1.3	It is not required that
		8.1.4	Products derived from • • • • • • • • • • • • • • • • • • •
9.	Ter	ms of	sub-licences
	9.1.	So lon	g as this licence subsists, the Sub-
		9.1.1	use by the sub-sub-licensee
		9.1.2	the sub-licence
		9.1.3	the Licensed Material may not be
		9.1.4	shall be granted in terms set out in •••••••••••••••••••••••••••••••••••
		OR	

So far as any goodwill is generated by • • • • • • • • • • • •

7.7.

	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 \blacksquare
Prot	ection of Licensed Material
The S	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 I HOW TO BE TO
10.6.	[use its best endeavours to notify all persons who may ■ ■ ■ ■ ■ ■

		• • • • • • •].
10.7.		appropriately to every • • • • • • • • • • • • • • • • • • •
10.8.		nove any identification or reference
		•••.
10.9.	•	olish any = = = = = = = = = = = = = = = , = = = = = = = .
	10.9.1	denigrate the Sub-
	10.9.2	reduce the value of
Roy	alty ca	alculation
11.1.	-	paragraph, "Net Sales Value" means the invoiced price ■ ■ ■
		normal trade = = = = = = = = = = = = = = = = = = =
	11.1.2	the costs • • • • • • • , • • • • , • • • • • ;
	11.1.3	general sales tax or other • • • • • • • • • • • • • • • • • • •
	11.1.4	bank charges on sales receipts;
	11.1.5	sales commission payable to third parties;
	11.1.6	sales taxes;
	11.1.7	other transaction taxes.
11.2.	The Ro	eyalty is [five] per cent of the Net • • • • • • • • • • • • • • • • • • •

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 [
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-

11.12.	. The Sub-Licensee shall keep complete and accurate records and ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
11.13.	. The Sub-Licensor shall have the right, at its own cost and expense, not
11.14.	. Such accountants will have access on reasonable notice to the Sub- Licensee's records during reasonable business hours ■ ■ ■ ■ ■ ■ ■ ■
11.15.	■■■■. The accountants shall be instructed to disclose to the ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■
11.16.	If any underpayment by the Sub-Licensee is greater than [ten] percent (10) % of the
11.17.	The provisions of •••••••••••••••••••••••••••••••••••
Thir	d party infringement
12.1.	If either party becomes in any way aware of
12.2.	The Sub-Licensor shall have the first right, but

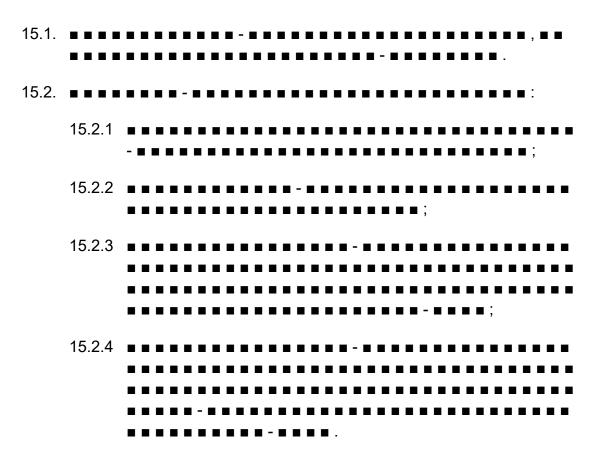
12.3.	The Sub-Licensor must notify the Sub-Licensee within [28] = = = = = = = = = = = = = = = = = = =
12.4.	The Sub-Licensee agrees to co-operate with the Sub-Licensor in any litigation or other enforcement action that
12.5.	All reasonable lawyers' fee and other expenses incurred by the Sub-Licensee in
12.6.	The Sub-Licensee shall have the right to
12.7.	The Sub-Licensee shall have no recourse against the Sub-Licensor arising out of the Sub-Licensor's handling of
12.8.	If the Sub-Licensor fails to take action on a matter which affects or ■ ■
12.9.	The Sub-Licensee may at any time • • • • • • • • • • • • • • • • • • •
12.10.	If a party brings an action under this paragraph and subsequently ceases to pursue

12.11	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
13.1.	The Sub-Licensor
13.2.	The Sub-Licensee will co-operate with the Sub-Licensor so
13.3.	If the Sub-Licensee shall reasonably so request, the ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
13.4.	Any trademark registered under the terms of this
13.5.	If the Sub-Licensor declines to register a trademark requested
13.6.	The Sub-Licensor will not abandon or allow to lapse any registration or application relating to the Supporting IP, Supporting ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
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14. Product Updates

14.1.	If [within five years of today] the Sub-Licensor updates the Library and grants a licence ••••••••••••••••••••••••••••••••••
14.2.	The Update shall

15. Derived Products



16. Confidential Information

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16.2.	This par	agraph o	does no	t apply	to discl	osure:			
	16.2.1							• • • • •	• • • • • • ;
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	16.2.4	••																							
	16.2.5	••																							
	16.2.6																						•		-
	16.2.7	••		•	•			• •	■ ■ ■ ; :	•	•	•	-	•	•	•		•	- 1						•
	16.2.8	••	,				•								•	•	•	•	. 1		•	•	•	•	-
	16.2.9			• • •	•			• •	• • • • •	•	•	•	-		•	-	-	•	• •	-	-	-	-	•	•
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16.3.										•		•	•	•	• •					•					
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16.5.	••••																								
16.6.		•			• •									•		•	•			•	•				-
16.7.					• •	• •			•					= 1	-	•	- 1				-				•

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17. Indemnity by Sub-Licensee

17.1.										
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	17.1.1				• • • •	••••		• • • •		•••
	17.1.2		ach of th	ŕ	ement;					
	17.1.3									
	1711		· • • • •							
	17.1.4							••••		
	17.1.5				• • • •	••••	••••	• • • •		• • •
17.2.			ı(== =							
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	- , 									

18. Indemnity by Sub-Licensor

18.1.											
18.2.										• • - 1	• • •
	18.2.1										• • •
	18.2.2					·	•••				• • •
	18.2.3										
	18.2.4										
	18.2.5										
40.0				•••		••••	• • • .				
18.3.			• • , • •	••••	• • • •	 , .	• • • •		•••	•••	•••
		= :									
	18.3.1		• • • •	•••			• • • •	■;■■	•		
	18.3.2 18.3.3		• • • •	•••	- - ; -						
	10.0.0					, ■ ■ ■					
18.4.			• • • •			• • • •				• • •	

19. Indemnification process

19.1.

19.2.

19.3.

19.4.

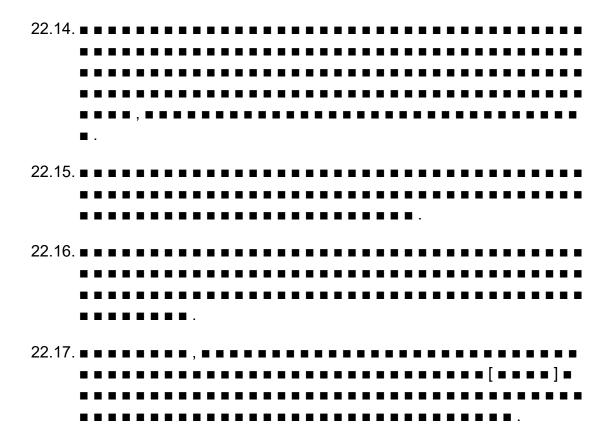
19.5.

19.6.

	19.7.	
20.	The	measure of damages
	20.2.	
21.	Pub	licity / Announcements
	21.1.	
	OR	
	21.2.	No party shall:
		21.2.1 make any public announcement; or
		21.2.2 disclose any information; or
		21.2.3

21.3.	•••															
	•••								 •	 						
21.4.	•••															
	•••						 I = 1	- .								
Misc	ellar	neou	us r	nat	ter	S										
22.1.	•••															
22.2.	•••						 			 				 		
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22.4.	•••								 · •	 				 		
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22.5.	•••															
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22.7.		
22.8.		
22.9.		
22.10)	
22.11		
	It shall be deemed to have been delivered:	
	;	:
	;	
	24	
22.12	2	
		ı
22.13	 3	ı
0		



Signed by [Sub-Licensor name]

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

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.

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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

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

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

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, it 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 told you

7. The licence of the Library

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 use it only where your product makes it
8.	Licence of the Supporting IP
	As we mentioned under "defined terms", if you do not wish to specify supporting IP separately, delete this paragraph. If • • • • • • • • • • • • • • • • • •
9.	Terms of sub-licences
	The most important protection for the sub-licensor is in the drafting and consistent use of the sub-licences granted by the sub-licensor. They should be standard and inflexible, so far as possible - easy for products sold via the Internet
	Other terms could be included here by way of definition or restriction on the terms of a sub-licence.
10.	Protection of Licensed Material
	When you grant the licence, you specify exactly what it covers. This paragraph place restrictions on the sub-licensee in many areas. We suggest that
	We now mention the last sub-paragraph. It is an absolute defence to a defamation claim that the words complained of are true. However, this might change; it may not be the same in all
11.	Royalty calculation
	We have provided a complete proposal.

12. Third party infringem	าent
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14.

mira party miringement
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 I I I I I I I I I I I I I I I I I I
,
Continuing improvement of Licensed Material
Edit this paragraph according to your intentions. We have used the broad word "maintain" to cover "whatever needs to be done to keep it working". ■ ■
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
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 the party who is using Q Q Q Q Q Q Q Q Q Q
.,
•••••
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

16.	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
17.	Indemnity by sub-licensee
	Very widely worded to give strong protection to sub-licensor the party protected is the
18.	Indemnity by sub-licensor
	A limited indemnity this at least would • • • • • • • • • • • • • • • • • • •
19.	Indemnification process
	This is a thorough "process" • • • • • • • • • • • • • • • • • •
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.	Publicity / Announcements
	This paragraph is largely to protect from ••••••••••••••••••••••••••••••••••••
22.	Miscellaneous matters
	A number of special points we have identified each of these as important
	•.
Sched	dule 1: the Library
	It is absolutely essential that you define

Schedule 2: Supporting IP

The same comments apply as for Schedule 1.

Schedule 3: Litigation

The same comments apply as for Schedule 1.

Schedule 4: Publicity / Announcements

Attach press release.

End of notes