

IN-IPipp08

**Licence to use specialist simple system; incorporate in client's system; free to edit; initial payment plus annual fee**

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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** [Name]  
**of** [Address] (the “Licensee”)

**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 [ ]  
1 .

“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 and their personal contact information;

data or information relating to product plans, marketing strategies, finance, operations, customer relationships, customer profiles, sales estimates, business plans.

“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

"Use Allowed" means use in [\[human resource management / the manufacture of computer games / \]](#).

## 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. In connection with any benefit given by this agreement, a reference to a party includes

- 2.3. A reference to a paragraph or schedule to a paragraph is 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 translation of this agreement in any other language, the English language version shall prevail. If a version of this agreement

### **3. Warranties for authority**

- 3.1. Each of the parties warrants that it has power to enter into this agreement [and  
].
- 3.2. Each of the parties warrants and undertakes that it is not aware of anything within its reasonable control which might or will
- 3.3. Each of the parties warrants that it is not insolvent and knows of no circumstance which would entitle any creditor to appoint a receiver or to petition

3.4. Each of the

:

3.4.1 conflict with or result in the breach of any

;

3.4.2 conflict with any law or

;

3.4.3 constitute a default (or event which with the giving

)

## 4. Relationship of parties

4.1. Nothing in this agreement shall create a partnership,

4.2. Neither party shall have, nor represent that it

## 5. Entire agreement

5.1. This agreement contains the entire

5.2. Each party acknowledges that, in entering into this agreement,

5.3. No implied licence of the HR

5.4. Conditions, warranties or other terms implied by

5.5. As an exception to the last \_\_\_\_\_, \_\_\_\_\_ :

*[Enter list  
\_\_\_\_\_].*

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

The Licensor \_\_\_\_\_ :

6.1. the Licensor is either the owner of the entire right, title and interest in \_\_\_\_\_ and \_\_\_\_\_

\_\_\_\_\_ ;

6.2. to the best of the knowledge of \_\_\_\_\_, \_\_\_\_\_ ;

6.3. use of the HR System \_\_\_\_\_ .

## 7. The Licence

7.1. The Licensee acknowledges that the Licensor owns all right, title and \_\_\_\_\_ .

7.2. Subject to payment of the Licence Fee and to the other \_\_\_\_\_ , \_\_\_\_\_ .

\_\_\_\_\_ :

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.

- 7.3. The Licence may not \_\_\_\_\_ ,  
 \_\_\_\_\_ :
- 7.3.1 that the Licensor approves \_\_\_\_\_ ( \_\_\_\_\_ );
- 7.3.2 that the assignee enters into an agreement directly with the Licensor \_\_\_\_\_ ,  
 \_\_\_\_\_ ;
- 7.3.3 the assignee may not transfer again.
- 7.4. If any renewal payment is not made before the annual renewal date, the Licensor \_\_\_\_\_ .
- 7.5. The Licensee may not allow any other \_\_\_\_\_ .
- 7.6. No express or implied licence of the HR \_\_\_\_\_ .
- 7.7. If any information the Licensee gives to the \_\_\_\_\_ ,  
 \_\_\_\_\_ .

## 8. Freedom to use

Despite the above \_\_\_\_\_ ,  
 \_\_\_\_\_ :

- 8.1. once for the purpose of system maintenance \_\_\_\_\_ ;
- 8.2. 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. In \_\_\_\_\_ ,  
 \_\_\_\_\_ .



8.3. if the Licensee copies any part of the HR System to a contractor as provided above,

;

8.4. nothing in this paragraph shall permit disclosure of any part of the HR System

## **9. Limitations and permissions on the Licence**

9.1. The Licensee must not Copy

9.2. The Licensee may not allow any other person

9.3. The Licensee may not represent or

9.4. The Licensee may not remove any identification

9.5. Every publication or appearance of any part of the

## **10. Protection of HR System**

The Licensee agrees that it will:

10.1. not claim nor register any intellectual property right in

;

10.2. not use in its own business, any

;

OR

10.3. not use the name "HR System" as a

,

;

OR

10.4. not use the name "HR System"

,

;

10.5. not represent that the Licensee is the owner

;

10.6. use its best endeavours to notify all persons who

,

;

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 or

;

10.9.2 reduce the value of

## 11. Third party infringement

11.1. If either party becomes in any way aware of

11.2. The Licensor shall have the first right, but not the

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

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. Renewal payments**

12.1. At least [\[four\]](#) weeks before expiry of the period for which the Licensee has paid, the Licensor shall

12.2. At expiry of the Licensee's annual subscription the Licensor will automatically take payment from the

## **13. Security 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. Payment on running credit account

This paragraph applies

:

14.1. on request, the Licensor will supply

;

14.2. the Licensor will automatically charge interest to

[ 1 ]

;

14.3. if money due remains overdue after one month, the rate charged by the Licensor will be [ 1 . 5 ]

## 15. Material you post to our website

The following restrictions and reservations apply to all material posted or

[

]

:

15.1. the Licensor has no claim over any

;

15.2. the Licensee may not upload material which contains:

15.2.1 hyperlinks,

;

15.2.2 ;

15.2.3 ;

15.2.4 inaccurate, false, or misleading information.

15.3. ;

15.4. ,  
[ ] .

## 16. Disclaimers and limitation of liability

16.1. .

16.2. ,

16.3. :

16.3.1 useful to the Licensee;

16.3.2 of satisfactory quality;

16.3.3 fit for a particular purpose;

16.3.4 , ,

16.4. .

16.5. ,

OR

16.6.

, , [ 10,000 ], .

16.7.

: 16.7.1 indirect or consequential loss; or

16.7.2 , .

16.8.

( ) , , , , .

16.9.

[ ] , .

16.10.

## 17. Indemnity by Licensee

, :

17.1.

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17.2. its breach of this agreement;

17.3.

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17.4.

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17.5.

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17.6.

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## 18. Copyright and other Intellectual Property

18.1.

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18.2.

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18.3.

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:

18.3.1 immediately stop using the HR System;

18.3.2

;

18.3.3

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18.4.

,

[ 14 ]

,

:

18.4.1



18.4.2

18.5.

## 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

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19.2.2

;

19.2.3

19.3.

## 20. The measure of damages

20.1.

20.2.

## 21. Termination

21.1.

21.2.

[ 30 ]

21.3.

## 22. Miscellaneous matters

22.1.

22.2.

22.3.

22.4.

22.5.

22.6.

22.7.

( , [ / )

][ ].

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22.8.

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22.9.

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22.10.

[ ]

- .

It shall be deemed to have been delivered:

:

;

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:

[ 24 ] ;

-

- : [ 24 ]

-

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22.11.

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22.12.

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22.13.

22.14.

Signed by / on behalf of the named parties by their representatives who personally accept liability for the proper authorisation by their respective employer or principal to enter into this agreement

## Schedule 1 Description of the [\[HR System\]](#)

## Explanatory Notes:

**Licence to use specialist simple system; incorporate in client's system; free to edit; initial payment plus annual fee**

## Paragraph Specific Notes:

Notes referring to specific paragraphs

### 1. Definitions

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really

We have named your package "HR System". You should now find and replace with some name of your

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

The definition relating to the subject matter of the agreement and the market in which you permit it to be sold, require particular care on your part. You can define "Market" by reference to territory as well as industry, but it may be impossible to enforce. We guess most

Defining the market by reference to industry may be difficult, but we recommend that you do so. Many famous inventions were actually first designed for

By all means use the search/replace function in your word processor to change them. If you do change a defined term, make sure it

### 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. 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

### **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

If your product is extremely specialist, you could be able to control to whom it is assigned, but if, as

3 .

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



## 8. Freedom to use

This paragraph is useful only if your product is identifiable once it

## 9. Limitations and permissions on Licences

These points are matters for your choice. You can delete what

The definition of “Limitations and permissions” refers also to your website. We assume that a buyer will be asked to make choices,

## 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

We now mention the last sub-paragraph.

## 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 service provision. In law that provision is void unless the buyer has agreed to it in advance you cannot unilaterally renew a contract. However, if

The best way to deal with this issue is to provide a warning to a customer/member about four weeks before you take payment, with a copy of

### **13. Security of the Licensee credit card**

Provision of this info is evidence of permission to debit your card but does not alone permit

### **14. 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 they go over by a week

This provision will be most useful when a customer

The mention of “not ”

### **15. Material you post to our website**

This paragraph assume that your licensee comes to your website either to pick up information,

## **16. Disclaimers and limitation of liability**

Many of these provisions may be void against a European consumer.

The law is complicated and much depends

You will see that we have also included in the provision for

## **17. Indemnity by Licensee**

We advise you to leave this provision in place. In fact

## **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 re-enforces what may already be

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

**Schedule 1 Description of the [HR System]**

It is absolutely essential that you define

**End of notes**