

IN-IPipp09

## **Copyright licence agreement, any purpose**

**This agreement is dated:** [date]  
**It is made between** [Ben Jonson]  
**Of** [Address] (“Jonson”)  
**And** [James R / Licensee’s name]  
**Of** [Address] (“The Licensee”)

## 1. Definitions

These definitions apply unless the context \_\_\_\_\_ :

“Jonson Articles” means a series of articles on the subject of human rights already \_\_\_\_\_

## 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 (if any) is to a paragraph or schedule to this agreement unless the context otherwise \_\_\_\_\_  
( \_\_\_\_\_ )
- 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. All money sums mentioned in this agreement are calculated net of GST, which \_\_\_\_\_
- 2.6. 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. Entire agreement**

- 3.1. This agreement contains the entire agreement between the parties so that neither
- 3.2. Each party acknowledges that, in entering into this agreement, he does not rely on any representation, warranty, information
- 3.3. No express or implied licence is granted to the Licensee other than

### **4. Jonson's representations as to the Jonson Articles**

Jonson represents and warrants that as of today:

- 4.1. Jonson is the owner of , ;
- 4.2. use of the Jonson Articles ;
- 4.3. Jonson shall not be responsible for any loss caused to

### **5. The Licence of the Jonson Articles**

- 5.1. The Licensee acknowledges that Jonson owns all right, title and
- 5.2. For the licence fee of Rs [100,000], [receipt of which Jonson now ]

5.3. The Licensee shall not promote

5.4. The Licensee must not sub- [ ]

5.5. The Licensee may not allow any other

5.6. This grant includes the right to [ ]

5.7. The Licence may not :

5.7.1 that Jonson approves the ( );

5.7.2 that the assignee enters into an agreement directly with Jonson in ,

;

5.7.3 the sub-licence is non-assignable.

5.8. So far as any goodwill is generated

5.9. Every publication of any H R Article shall carry “ [ / ] [ ]”

## 6. Protection of Jonson Articles

The Licensee agrees that it will:

6.1. not claim nor register any intellectual property right

;

- 6.2. not use in its own business,  
;
- 6.3. not represent that the Licensee is the owner  
;
- 6.4. use its best endeavours to notify all persons who  
,
- 6.5. not publish any  
:
  - 6.5.1 denigrate Jonson;
  - 6.5.2 reduce the value of

## 7. Third party infringement

- 7.1. If either party becomes in any way aware of  
,
- 7.2. Jonson shall have the first right, but not the  
,
- 7.3. Jonson must notify the Licensee within [\[28\]](#)  
,
- 7.4. The Licensee agrees to co-operate with Jonson in any litigation or other enforcement action that Jonson may  
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- 7.5. All reasonable lawyers' fee and other expenses incurred by the Licensee  
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7.6. The Licensee shall have the right to participate

7.7. The Licensee shall have no recourse against Jonson arising out of Jonson's handling of or decisions concerning any

7.8. If Jonson fails to take action on a matter which affects or may

7.9. The Licensee may at any time

7.10.

7.11.

## 8. Indemnity by Licensee

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8.2. its breach of this agreement;

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## 9. Miscellaneous matters

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It shall be deemed to have been delivered:

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9.14.

**Signed by** [Jonson personally](#)

**Signed by** [\[personal name\]](#) on behalf of [\[Licensee name\]](#) as its / his representative who personally accepts liability for the proper authorisation by [\[Licensee name\]](#) to enter into this agreement.

# Explanatory Notes:

## Copyright licence agreement, any purpose

### 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

The definition relating to the subject matter of the agreement requires particular care on your part. You have selected this document because the deal you want is right here. But we

We have provided for a separate deal in respect of supporting IP from that relating to the main subject of your licence. That is because either you may not want to grant a licence in the same terms, or you may not be able to do so. The way the agreement is worded, you are saying: "Pay me for the rights in my special creation, but I know you will also need these

Only you know whether you need to make different provisions for some part of your licensed system. We have given a name to the main product, "Animalia Rights" and used "Supporting IP" to cover stuff that has been licensed but not

#### 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

#### 3. 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

#### **4. Jonson's representations as to the Jonson Articles**

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

#### **5. The Licence of the Jonson Articles**

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,

A limitation on sale outside the specified Products and Territory is difficult to enforce. You

We have given you no fewer than four different alternatives for the licence terms. However, they are

#### **6. Protection of Jonson Articles**

When you grant the licence, you specify exactly what it covers.

We now mention the last sub-paragraph. It is an absolute defence to a defamation claim that

## 7. **Third party infringement**

It is not only your licensee who may cause problems for you. Infringements leading to litigation are

## 8. **Indemnity by Licensee**

Very widely worded to give strong protection to

## 9. **Miscellaneous matters**

A number of special points. We have identified each of these as

**End of notes**