

IN-IPipp39

IP licence agreement: educational or training system

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This agreement is dated [date] :

ABC Limited, a company incorporated in the Republic of India [under company incorporation number [number] and] whose registered [] (“ ”);

Heartland District Council, of [full], (“ ”)

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 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 agreement;

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 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, 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

“Licensed Material” means all Intellectual Property in LearnWithMe together with the Supporting IP or

"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
] [.]

OR

"Market/Area of Activity" means for training/educating/providing recreational . . .

"Person" means a human individual, a corporate entity, a partnership, a governmental authority and any organisation which is managed or controlled as a unit. A reference to a person includes reference to that person's successors, legal representatives, permitted assigns and any Person to whom

"Supporting IP" means all intellectual property which is necessary or desirable for the operation and use of LearnWithMe but which is identifiably separate in substance .
2 .

"Third Party IP" means intellectual property owned by some Person other than the parties, which has

"Update" means a revision, modification, improvement or corrected version of the Licensed Material, developed by the Licensor,

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
- 2.6. All money sums mentioned in this
- 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

3. Warranties for authority

Each of :

3.1. it is properly registered and operates under the

;

3.2. it is not subject to any order, decree

3.3. it is not aware of anything within

;

3.4. it is not insolvent and knows of no circumstance which would

3.5. Heartland warrants

:

3.5.1 conflict with or result in the breach of any provision

;

3.5.2 conflict with any law or

;

3.5.3 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 express or implied licence of

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 represents and warrants

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 the

6.3. *[except as listed in Schedule [number]]* no action has been

6.4. use of the Licensed

7. The licence of LearnWithMe

7.1. Heartland acknowledges that except as provided elsewhere in this agreement, the Licensor owns

- 7.2. For the licence fee of Rs [500,000], [receipt of which the Licensor now
],
,
[] /
, / .
- 7.3. Heartland shall not promote or use LearnWithMe [/ ,]
/ .
- 7.4. Heartland must not assign - [].
- 7.5. Heartland may not allow any other .
- 7.6. This grant includes the right to create / . []
- 7.7. The licence 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 / .
- 7.7.4 the sub-licence is non-assignable.
- 7.8. So far as any goodwill is generated

7.9. Expiry of any patent, trademark or third party []
[]].

8. Licence of the Supporting IP

8.1. The Licensor grants to Heartland a licence

8.2. No licence fee

8.3. It is not 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

10. Protection of Licensed Material

Heartland 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

10.4. not use the name "LearnWithMe" as

,

,

OR

10.5. not use the name "LearnWithMe"

,

10.6. not represent that Heartland is the owner or

10.7. use its best endeavours to notify all Persons who

,

10.8. [attach appropriately to

[]].

10.9. not remove any identification or reference number or other

10.10. not publish any

:

10.10.1 denigrate the Licensor or ; , , ;

10.10.2 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 Heartland within [\[28\]](#)

,
.

11.4. Heartland 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 Heartland in -

,
.

11.6. Heartland shall have the right to participate and ,

,
.

11.7. 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

11.9. Heartland 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. Continuing improvement of Licensed Material

12.1. The Licensor will maintain

12.2. Heartland will co-operate with the Licensor so far as

12.3. If Heartland shall reasonably so request, the Licensor

12.4. Any trademark registered under the terms of

12.5. If the Licensor declines to register a trademark

12.6. The Licensor will not abandon or allow to lapse any registration or application relating to the Supporting IP or

13. Product Updates

13.1. If [within five years of today] the Licensor updates LearnWithMe and grants a licence of [25] %

13.2. The Update shall

14. New Intellectual Property

14.1. In this paragraph, "New Intellectual Property" means intellectual property of any

14.2. In the event that Heartland creates, acquires or develops any New Intellectual Property, Heartland hereby grants to

15. Derived Products

15.1. When Heartland creates any

15.2. Heartland now agrees that it will:

15.2.1 do its utmost to

;

15.2.2 tell the Licensor

;

15.2.3 provide to the Licensor whatever full specification description

;

15.2.4 do whatever the Licensor considers to be necessary or desirable

16. Training provision

The Licensor agrees that it will provide

5 .

17. Confidential Information

17.1. The parties are aware that, as a result of this agreement, they will each have access to and be entrusted with Confidential Information of the other.

17.1.1

17.1.2

17.1.3 , ,

[...]

17.1.4 ;

17.1.5 ();

17.1.6 ()
.

17.2. This paragraph does not apply to disclosure:

17.2.1 ;

17.2.2 ;

17.2.3 , (), .
;

17.2.4 ;

17.2.5 ;

17.2.6 ;

17.2.7 ; , , ,
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17.8.

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18. Indemnity by Licensee

18.1.

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18.1.1

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18.1.2 its breach of this agreement;

18.1.3

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18.1.4

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18.1.5

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18.2.

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19. Indemnity by Licensor

19.1.

19.2.

:

19.2.1 Heartland makes no statement prejudicial to the Licensor;

19.2.2 Heartland has not contributed to the infringement;

19.2.3

;

19.2.4

;

19.2.5

.

19.3.

19.3.1

19.3.2

19.4.

20. Indemnification process

20.1.

20.2.

20.3.

20.4.

20.5.

20.6.

20.7.

21. The measure of damages

21.1.

21.2.

22. Publicity / Announcements

22.1.

OR

22.2. **No party shall:**

22.2.1 make any public announcement; or

22.2.2 disclose any information; or

22.2.3

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22.3. ,

22.4.

4 ,

23. Miscellaneous matters

23.1.

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

Explanatory Notes:

IP licence agreement: educational or training system

Paragraph Specific Notes:

Notes referring to specific paragraphs

A licence, by its nature, is very flexible in that the licensor can write into it whatever terms he likes. This document is therefore also flexible. Provision has been made for many variations. We have provided the words so that you do not have to.

The document provides for separation of the main product from “Supporting IP”. That is done so that you can set different terms for support material. For example, your supporting material may be used in twenty licences, but you may be happy to give an exclusive licence to your licensee within a territory or

We have provided an option for “Derived Products”. If your product is successful, it is certain that some customers will want to change it or refine it. If you allow that to be done by them, it is essential that you retain the rights in the new version. If you do not, you

The agreement as drawn, assumes that your licensee will make one payment up front,

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. 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. You can refer to LearnWithMe and " ,

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

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

7. The Licence of LearnWithMe

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 market is difficult to enforce. You should

8. Licence of the Supporting IP

As we discussed above, if you do not wish to specify supporting IP separately, delete this paragraph. If you do ()

9. 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 non-negotiable 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 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

10. Protection of Licensed Material

When you grant the licence, you specify exactly what it covers. This paragraph places restrictions on Heartland 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”

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 charge; it may not be the same in all ;

11. 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

12. Continuing improvement of Licensed Material

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 it”.

13. 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

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 the party who is using

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

17. Confidential Information

We have included this paragraph because a business has so many secrets

”

18. Indemnity by Licensee

Very widely worded to give strong protection to licensor. The party protected is the party

19. Indemnity by Licensor

A limited indemnity. This at

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 re-enforces what may already be

An order of the Court

22. Publicity / Announcements

This paragraph is largely to protect from

23. Miscellaneous matters

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

Schedule 1

It is absolutely essential that you define LearnWithMe clearly.

, “ ” .

Schedule 2

The same comments apply as for Schedule 1.

Schedule 3

The same comments apply as for Schedule 1.

Schedule 4

Attach press release.

Schedule 5

Delete if there is no training provision

Ends of Notes