# Copyright licence agreement, any purpose

lt is ı	nade k	etween:				
[Ben	Jonsor	n] of [full ■ ■ ■ ■ ]	[(" ■ ■ ■ ■ ")].			
And						
	ber] an		rporated in New Zealand [under company number ed • • • • • • • [ • • • • • • ] ( • • • • • '			
1.	Def	initions				
	Thes	These definitions apply unless the context <b>■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■</b> :				
	"Intel	lectual 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, know-			
			■ ■ .			
	"[Jon	son Articles]"	means [a series of articles on the subject of human rights already written •••••••••••••••••••••••••••••••••••			
2.	Inte	rpretation				
	In this	s agreement unles	s the context otherwise requires:			
	2.1.		ne gender shall include any or all genders and a singular may be interpreted • • • • • • • • • • • • • • • • • • •			
	2.2.	schedule to this	paragraph or schedule (if any) is to a paragraph or agreement unless the context otherwise			

This agreement is dated: [■■■]

		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
3.	Enti	re agreement
	3.1.	This agreement contains the entire agreement between the parties and supersedes all
	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 $\blacksquare$
4.	[Jor	nson]'s representations as to the [Jonson Articles]
	[Jons	on] represents and warrants ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ = = :
	4.1.	[Jonson] is the owner of the entire right, title and interest $\blacksquare \blacksquare \blacksquare$
	4.2.	use of the [Jonson Articles] by the Licensee does not •••••••••••••••••••••••••••••••••••
	4.3.	[Jonson] shall not be responsible for any loss caused to the Licensee by a failure of any person to comply with ••••• ••• •••• •••• ••••• ••••••••••

the headings to the paragraphs and schedules (if any) to this

2.3.

## 5. The Licence of the [Jonson Articles]

5.1.		censee acknowledges that [Jonson] owns all right, title and   [
5.2.		e licence fee of \$ [100,000], [receipt of which [Jonson] now = = , [ =
5.3.		censee shall not promote or • • • • • • • • • • • • • • • • • •
5.4.		censee must not sub- = = = = = [ = = = = = ] [ = = = = ] [ = = = =
5.5.	The Li	censee may not allow any other person ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	••••	
5.6.	This gr [ ■ ■ ■ ■ ].	rant includes the right to
5.7.	The Li	cence may not • • • • • • • • • • • • • • • • • • •
	5.7.1	that [Jonson] approves = = = = = ( = = = [ = = = ] = = = = ;
	5.7.2	
		[][] ;
	5.7.3	the sub-licence is non-assignable.
5.8.		as any goodwill is generated by • • • • • • • • • • • • • • • • • •
		[ ]

5.9.	■ ■ ■ [	publication of any [Jonson Article] shall carry = = = = = = = = = = = = = = = = = =
Pro	tectio	n of [Jonson Articles]
The L	₋icensee	agrees that it will:
6.1.		im nor register any Intellectual Property right in ■ ■ ■ [ ■ ■ ■ ■ ] = ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
6.2.		e in its own business, any •••••••••••••••••••••••••••••••••••
6.3.	[===	present that the Licensee is the owner or ••••••••••••••••••••••••••••••••••
6.4.		best endeavours to notify all persons who may • • • • • • • • • • • • • • • • • • •
6.5.	not pul	blish any
	6.5.1	denigrate [Jonson];
	6.5.2	reduce the value of [
Thir	rd par	ty infringement
7.1.		er party becomes in any way aware of any
7.2.		n] shall have the first right, but not

6.

**7**.

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]
	•
7.5.	All reasonable lawyers' fee and other expenses incurred by the Licensee in connection ••••••••••••••••••••••••••••••••••••
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
7.8.	If [Jonson] fails to take action on a matter which affects or   ,  ,  ,  ,  ,  ,  ,  ,  ,  ,  ,  ,  ,
7.9.	The Licensee may at any time discontinue
7.10.	If a party brings an action under this paragraph and subsequently ceases to pursue
7.11.	All money recovered through any proceeding or claim, or from any settlement of it, shall belong to the party   ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■



### 8. Indemnity by Licensee

8.1.		
	8.1.1	;
	8.1.2	its breach of this agreement;
	8.1.3	,,,,;
	8.1.4	
	8.1.5	•
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#### 9. Miscellaneous matters

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9.12.	•••••
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Olgilou by [c	

## **Explanatory notes:**

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2.

3.

4.

#### Copyright licence agreement, any purpose

## Paragraph specific notes:

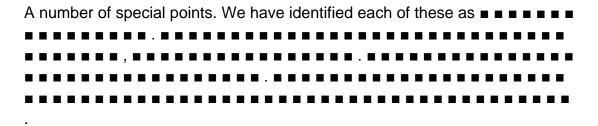
Notes numbering refers to paragraph numbers.

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. We have named your work "Jonsons Articles".  You should now find and replace   ,  ,  ,  ,  ,  ,  ,  ,  ,  ,  ,  ,  ,
By all means use the find/replace function in your word processor to change a defined term. If you do, make sure it
Interpretation
Leave these items in place unless there is a good reason to edit or remove. Each of these items has been carefully considered
Entire agreement
This paragraph prevents a party from later saying he was relying on some other document or website or what was said. These provisions are more important in an international trade agreement, when another country may
[Jonson]'s representations = = = = = = = [ = = = = = ]

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, ■ ■
	If your work is extremely specialist, you could be able to control to whom it is assigned, but
	A limitation on use outside the specified
6.	Protection of [Jonson Articles]
	When you grant the licence, you specify exactly what it covers.
_	,
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

#### 9. Miscellaneous matters



#### **End of notes**