

NZ-IPipp23

## **Photograph licence agreement**

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Schedule 1 Description of the [\[Bears Set\]](#)

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**5. Licensors' representations as to the [Bears Set]**

[illegible]

- 5.1 the Licensor is the owner of [REDACTED], [REDACTED]  
[REDACTED] [REDACTED].
- 5.2 use of the [Bears [REDACTED]] [REDACTED]  
[REDACTED];
- 5.3 there are no claims, pending [REDACTED], [REDACTED]  
[REDACTED] [REDACTED].
- 5.4 this agreement is [REDACTED], [REDACTED]  
[REDACTED].
- 5.5 the Licensor is not subject [REDACTED], [REDACTED]  
[REDACTED].

## 6. The licence of the [Bears Set]

- 6.1 The Licensee acknowledges that the Licensors own all right, title and interest in and to the Licensed Technology, including all intellectual property rights, and that the Licensors are the sole and exclusive owners of the Licensed Technology. The Licensee agrees to indemnify and hold the Licensors harmless from and against all claims, damages, losses, costs and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by the Licensors in connection with the Licensed Technology.
- 6.2 For the licence fee of \$ [50,000], [receipt of] [ ] the Licensee agrees to pay the Licensors the sum of [ ] per annum, in advance, on the [ ] day of [ ] each year, commencing on the [ ] day of [ ] 20[ ].
- 6.3 So far as any goodwill is generated by the Licensee in connection with the Licensed Technology, the Licensee agrees to share such goodwill with the Licensors in proportion to their respective contributions to the generation of such goodwill.

## 7. Terms of sub-licence

- 7.1 So long as this Licence subsists, the Licensee may [REDACTED] - [REDACTED]  
[REDACTED] - [REDACTED]  
[REDACTED] [REDACTED]:
- 7.1.1 the sub-licensee shall use it personally [REDACTED]  
[REDACTED] - [REDACTED]  
[REDACTED];











[illegible]

## 12. Miscellaneous matters

[illegible]

12.5 ■■■■■■■■■■ , ■■■■■■■■■■  
 ■■■■■■■■■■  
 ■■■■■■■■■■ 2017 ■■■■■■■■■■ .



**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.

## Schedule 1: Description of the [\[Bears Set\]](#)

## **Schedule 2: Publicity / Announcements**

## Explanatory notes:

## Photograph licence agreement

## Paragraph specific notes

## 1. Definitions

[illegible][illegible][illegible]

## 2. Interpretation

[illegible]

### 3. Relationship of parties

We have no comment.

#### 4. Entire agreement

[illegible]

**5. Licensor's representations as to the [Bears Set]**

[illegible]





## 11. Publicity / Announcements

## 12. Miscellaneous matters

### Schedule 1 Description of the [Bears Set]

## Schedule 2 Publicity / Announcements

## End of notes