

NZ-IPipp30

IP licence agreement: of technical product in a single industry or market

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This agreement is dated [date] :

ABC Limited, a company incorporated in New Zealand [under company registration number [number] and] whose registered office [] (" ");

DEF Inc, a company incorporated in England and Wales under [act / law], whose main place of [], (" ").

It is now agreed as follows:

1. Definitions

"Hamlet" 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
"Field"	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 a
"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 Hamlet together

with the Supporting IP or

“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 identifiably separate patents, trade marks, names and registered and unregistered copyright works, owned by the Licensor, which

“Third Party IP”

means intellectual property owned by some Person other than the parties,

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 of any Person shall be deemed to include the knowledge, information,
- 2.6 all money sums mentioned in this agreement are calculated net of GST, which
- 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 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

Each of the parties warrants to :

- 3.1 it is properly registered and operates under the laws of the country of its incorporation and has full ;
- 3.2 it is not subject to any order, decree or injunction by a court of competent jurisdiction which could prevent ;
- 3.3 it is not aware of anything within its reasonable control which might or will adversely affect ;
- 3.4 it is not insolvent and knows of no circumstance which would entitle any creditor to appoint a receiver or to petition for winding
- 3.5 the Licensee warrants :
- 3.5.1 conflict with or result in the breach of any provision of its

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 _____ :

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 Hamlet by _____ .

7. The Licence of Hamlet

7.1 For the licence fee of \$ [500,000], [receipt of _____] _____ ,

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7.2 The Licence is subject to any licences previously granted to third parties, none of which is specifically for exploitation within the Field now granted, but any _____ ,

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7.3 The Licence now granted is irrevocable, exclusive _____ , _____ - _____ , _____ - _____ .

7.4 The Licence now granted is to use Hamlet to make, _____ , _____ , _____ , _____ , _____ , _____ , _____ .

- 7.5 The Licensee shall not promote or sell Hamlet / , .
- 7.6 The Licensee must not - [].
- 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 The Licensee acknowledges that the Licensor owns all right, title .
- 7.9 So far as any goodwill is .
- 7.10 Expiry of any patent, trademark or third party [].

8. Licence of the Supporting IP

- 8.1 The Licensor grants to the Licensee a licence in perpetuity to - .
- 8.2 No licence fee .

8.3 It is not required that

8.4 Products derived from

9. Limited right to sub-license

9.1 In this paragraph "Affiliate" means any company or organisation over which the same

9.2 The Licensee may grant a sub-license to any Affiliate for so long as such Person remains an Affiliate.

9.3 The Licensee may grant a sub-license to any Contractor to the extent necessary to exercise its rights

9.4 No sub-license shall include a right for the

9.5 In every case, a sub-license shall

9.6 The Licensee agrees that it is wholly responsible to the Licensor for

9.7 The incorporation of Hamlet into a product or service and

10. Third Party IP

10.1 Third Party IP is listed in Schedule 2.

10.2 The Licensor has obtained all necessary permissions and

10.3 The Licensor now grants a licence of in respect

11. Maintaining value of Supporting IP

11.1 The Licensee agrees that the use of the Supporting IP shall comply with the quality control standards and guidelines as are

11.2 The Licensee may not use any Supporting IP in any way substantially different from

11.3 If the Licensee wishes to use any new trade mark or any

11.3.1 the Licensee

11.3.2 The Licensor shall

11.3.3 If the Licensor agrees, then the Licensee shall cooperate

11.3.4 any new Supporting IP of

12. New Intellectual Property

12.1 In this paragraph, "Derived Product" means a software product or text or other material in any medium which is based on or

" ,
" ,
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 .

12.2 In the event that the Licensee creates, acquires or develops any New Intellectual Property, the Licensee hereby grants

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 - ,
 - .

13. Protection of Hamlet

The Licensee agrees that it will:

13.1 not claim nor register any intellectual property right in

;

13.2 not use in its own business, any

;

13.3 not represent that the Licensee is the

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13.4 use its best endeavours to notify all Persons who

,

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13.5 [\[attach appropriately to](#)

[]].

13.6 [not remove any identification or

].

13.7 not publish any

:

13.7.1 denigrate the Licensor or

;

13.7.2 reduce the value of

14. Third party infringement

14.1 If either party becomes in any way aware of

14.2 The Licensor shall have the first right, but not

14.3 The Licensor must notify the Licensee within [28]

14.4 The Licensee agrees to co-operate with the Licensor in any litigation or other enforcement action that the

14.5 All reasonable lawyers' fee and other expenses incurred by the Licensee in

14.6 The Licensee shall have the right to participate

14.7 The Licensee shall have no recourse against the Licensor arising out of the Licensor's handling of or decisions concerning

14.8 If the Licensor fails to take action on a matter which affects or

14.9 The Licensee may at any time discontinue

14.10 If a party brings an action under this paragraph and subsequently ceases to pursue

14.11 All money recovered through any proceeding or claim, or from any settlement of it, shall belong to the party

15. Confidential Information

15.1 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.

15.1.1 except as provided in this

15.1.2 not use the Confidential Information in any way for themselves

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15.1.3 not store, copy, or use the Confidential

[. . . .]

15.1.4

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15.1.5

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15.1.6

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15.2 This paragraph does not apply to disclosure:

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16. Indemnity by Licensee

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16.1.1

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16.1.2 its breach of this agreement;

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17. Indemnity by Licensor

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17.2

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17.2.1

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17.2.2 the Licensee has not contributed to the infringement;

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18. Indemnification process

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19. The measure of damages

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19.2

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20. Publicity / Announcements

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OR

20.2 No party shall:

20.2.1 make any public announcement; or

20.2.2 disclose any information; or

20.2.3

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21. Miscellaneous matters

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It shall be deemed to have been delivered:

[] ;

- : 24

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21.19

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.

Schedule 1: Hamlet

Schedule 2: Third Parties IP

Schedule 3: Press release

Explanatory Notes:

IP licence agreement: of technical product in a single industry or market

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. We have named it “Hamlet” simply to make it easier for you to follow the terms of the document now. If your subject has a name, by all means use it. Otherwise we suggest you change Hamlet to words which more exactly

The same considerations apply to the terms “Supporting IP” and “Licensed Material”. You may not even require a definition of “Supporting IP”, but if you do, you may find it best

The definition of licensed material is simply a basket containing both Hamlet and the supporting IP. If you have no supporting IP, you can delete most references to “Licensed Material”. Note that some will be required, subject to a change

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 has

7. The Licence of Hamlet

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,

8. Licence of the Supporting IP

As we mentioned under "defined terms", if you do not wish to specify supporting IP separately, delete this paragraph. If

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9. Limited right to sub-license

This paragraph broadens the terms of the licence so as to allow inter-group sharing and sharing with a “contractor”, who could

10. 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

11. Maintaining value of Supporting IP

Supporting IP is most likely to be a patent or trade mark. This paragraph sees primarily a situation where the Licensee wants a slightly different trade mark,

12. New Intellectual Property

The same considerations apply here as to updates. In this case however, it is your licensee

13. Protection of Hamlet

When you grant the licence, you specify exactly what it covers. This paragraph places restrictions on the licensee in many areas. We suggest that you

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

14. 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.

15. Confidential Information

We have included this paragraph because a business has so many secrets which could easily be stolen that some safeguard is sensible. You should consider

16. Indemnity by Licensee

Very widely worded to give strong protection to

17. Indemnity by Licensor

A limited indemnity. This at

18. Indemnification process

This is a thorough “process”

19. 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

20. Publicity / Announcements

This paragraph is largely to protect from

21. Miscellaneous matters

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

Schedule 1: Hamlet

It is absolutely essential that you define Hamlet clearly.

Schedule 2: Third Parties IP

The same comments apply as for Schedule 1.

Schedule 3: Press release

Attach press release.

End of notes