

NZ-IPipp32

IP licence agreement: to use name or trademark for merchandising in a different field or industry

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Schedule 1: [\[Animalia\]](#)

Schedule 2: Supporting IP

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This agreement is dated: [date]

And made between:

[ABC Limited], a company incorporated in New Zealand [under company number
[number] and] whose registered ■■■■■■■■■■ [■■■■■■■■■■] (■■■■■ “
■■■■■”);

and

[DEF Limited], a company incorporated in New Zealand [under company number
[number] and] whose registered ■■■■■■■■■■ [■■■■■■■■■■], (■■■■
“■■■■”).

It is now agreed as follows:

1. Definitions

[illegible]

"[Animalia] Rights" means concepts, designs, drawings, characterisation, software programmes and other Intellectual Property which together ■■■■■■■■
■■■■■ [■■■■■] ■■■■■■■■■■■■■■■■■■.

[illegible]

It includes among other things:

information about staff, their performance and ■ ■
■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ,
data or information relating to suppliers, product
plans, marketing strategies, finance,
performance, operations, customer ■ ■ ■ ■ , ■ ■
■ :

■ ;
information owned by a third party and in respect
of which a party ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
■ ■ ■ - ■ ■ ■ ■ ;

“Derived Product”

“DP Rights”

"Intellectual Property"

“Know-how”

“Licence”

“Licensed Material”

“Products”

“Range”

2

[illegible]

The Licensee warrants that:

- [illegible]

- 5.3. Conditions, warranties or other terms implied by _____.
- 5.4. Each party acknowledges that, in entering into this agreement, _____, _____, _____.
- 5.5. As an exception to the last _____, _____:
- [Enter list _____]*

6. Licensor's representations as to Intellectual Property

[illegible]

- 6.1. the Licensor is either the owner of the entire right, title and interest in and
- 6.2. use of the Licensed Material
- 6.3. the Licensor shall not be responsible for any loss caused
- 6.4. the Licensor shall not permit

7. The Licence of [Animalia]

- 7.1. The Licensee acknowledges that the Licensor owns all right, title and interest in and to the Software, including all intellectual property rights therein, and that the Licensee is using the Software under a license from the Licensor. The Licensee agrees to indemnify the Licensor from and against all claims, damages, costs and expenses, including reasonable attorneys' fees, arising out of or from the use of the Software by the Licensee or any third party.

- [illegible]

8. Licensor's approval of Products

- 8.1. In order to preserve the brand value, goodwill and reputation of [Animalia], the Licensee shall consult with _____ , _____ , _____ , _____ . _____ .

[illegible][illegible]

12.1.6 other transaction taxes.

12.2. The Royalty is [twenty] per cent of the []
[]
[] [] - [] [] .

12.3. Royalty is payable for ■■■■■■■■■■ [■■■■] ■■■■■■■■
■■■■■ [■■■■].

[illegible][illegible]

12.6. Royalty payment shall be made
.

12.7. Payments shall be considered to have [REDACTED]
[REDACTED]
[REDACTED].

12.8. Payments due but unpaid on the due date shall bear interest at a rate of [] % [8] %, .

12.9. Any tax which the Licensee is required by law

12.10. If money is withheld on account of tax, the Licensee shall _____

 _____, _____
 _____:

12.10.1 a written receipt for the tax paid:

[illegible]

12.11. If tax is payable or money withheld, the cost shall be borne by the _____
 _____,
 _____,

 _____.

[illegible]

12.13. The Licensor shall have the right, at its own cost and expense, not to

_____ , _____

_____ [_____ / _____] _____

_____ .

12.14. Such accountants will have access on reasonable notice to the Licensee's records during reasonable business hours for the _____ ,

_____.

12.15. The accountants shall be instructed to disclose to ■■■■■■■■■■
 ■■■■■■■■■■
 ■■■■■■■■■■.

12.16. If any underpayment by the Licensee is greater than [ten] percent
 (10%) of the _____
 _____,
 _____.
 _____.

12.17. The provisions of
.....

13. Third party infringement

[illegible]

[illegible]

14. Continuing improvement of Licensed Material

[illegible]

14.2. The Licensee will co-operate with the Licensor so far as ■■■■■■
 ■■■■■■, ■■■■■■
 ■■■■■■
 ■■■■■■.

14.3. If the Licensee shall reasonably so request, the _____
 _____, _____, _____
 _____.

[illegible][illegible][illegible]

[illegible][illegible][illegible][illegible][illegible]

[illegible][illegible][illegible][illegible]

[illegible][illegible][illegible]

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21. The measure of damages

[illegible][illegible]

22. Publicity / Announcements

[illegible]

OR

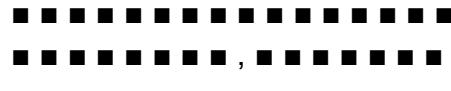
22.2. No party shall:

22.2.1 make any public announcement; or

22.2.2 disclose any information; or

[illegible][illegible][illegible][illegible]

23. Miscellaneous matters

23.1.  , , , , , , , , , . , , , , , , , , , , , .

[illegible][illegible][illegible][illegible][illegible][illegible]

[illegible]

23.17.

Schedule 1: [\[Animalia\]](#)

Schedule 2: Supporting IP

Schedule 3: Third Parties IP

Schedule 4: Press Release

Explanatory notes:

IP licence agreement: to use name or trademark for merchandising in a different field or industry

General notes

[illegible]

Paragraph specific notes

Notes numbering refers to paragraph numbers.

1. Definitions

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really ■■■■■■■■■■■■
■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.

[illegible][illegible]

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

[illegible]

2. Interpretation

[illegible]

3. Warranties for authority

[illegible]

We have favoured the licensor strongly in the wording of this paragraph. You can edit it ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.

4. Relationship of parties

This is a simple statement for the avoidance of doubt. We suggest ■■■■■■
■■■■■■■■■■■■■■■■■■■■.

5. 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 have slightly different law on, for example, implied conditions. If other documents are to be relied

6. Licensors' 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 [Animalia]

A limitation on sale outside the specified range and Territory is difficult to enforce. You should use it only where your product makes ■■■■■■■■■■
■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.

[illegible][illegible][illegible][illegible]

.....
.....

16. Derived Products

This is an optional paragraph. It is intended to protect your rights if your licensee makes changes /
.....
.....

This could happen deliberately, with the intention of finding an excuse to avoid payment to you, or accidentally, simply
.....
.....

If you do not wish to use this paragraph, simply delete it.
.....
..

Derived products are the source of litigation the World over. The problem is to define what is derived and what is original. Copyright law and patent law apply. Western courts are reluctant
...,
.....
..., ..

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
..... " " ,
..... ,
..... , ..

17. Confidential Information

A useful provision for both parties.

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

18. Indemnity by Licensee

Very ..

19. Indemnity by Licensor

A limited indemnity. This at _____, _____, _____.

20. Indemnification process

21. The measure of damages

The second sub-paragraph also re-indorses what may already be

[illegible]

22. Publicity / Announcements

23. Miscellaneous matters

[illegible]

Schedule 1: [Animalia]

It is absolutely essential that you define the subject

 , “ ”

Schedule 2: Supporting IP

Same comment applies as to last previous note.

Schedule 3: Third Parties IP

We have no comment

Schedule 4: Press Release

We have no comment

End of notes