IP licence agreement: to use specialist system

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Schedule 1 Description of the [HR System]

This agreement is dated: [date]

It is made between: [name]

Of [address] (the "Licensor")

And [ABC Ltd], a company incorporated in England

and Wales [under = = = = = = = = = [= = =

Of registered office is at [full address] (■ ■ ■ " ■ ■

■ ■ ")

It is now agreed as follows:

1. Definitions

In this agreement, the following words shall have the following meanings, ■ ■ "[HR System]" means concepts, designs, drawings, tables, 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 --------It does not include information that it is reasonably necessary to disclose to a customer or other person in the usual course \blacksquare \blacksquare \blacksquare \blacksquare It includes among other things: information about staff and their personal contact information, data or information relating to product plans, marketing strategies, finance, operations, customer relationships,,

It includes information about the Intellectual

Property and "Copy or Publish" with reference to the [HR System], means reproducing or publishing in whole or in part, using any means, in any medium. It includes breaking up, $\blacksquare \blacksquare \blacksquare$ "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 - - - - - - - - - - - - - - - - - -"Licence" means the licence granted by Licensor to the [.]. "Licence Fee" "Use Allowed" means use in [human resource management / the

2. Interpretation

In this agreement unless the context otherwise requires:

	2.2.	in connection with any benefit given by this agreement, a reference to a party includes ••••••••••••••••••••••••••••••••••••
	2.3.	a reference to a paragraph or schedule is to a paragraph or schedule to this agreement unless the context • • • • • • • • • • • • • • • • • • •
	2.4.	the headings to the paragraphs and schedules (if any) to this agreement are inserted ••••••••••••••••••••••••••••••••••••
	2.5.	any agreement by any party not to do or omit to do something includes an obligation not to allow some
	2.6.	a reference to the knowledge, information, belief or awareness of any person shall be deemed to include the knowledge, information,
	2.7.	all money sums mentioned in this agreement are calculated net of VAT, which
	2.8.	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.	War	ranties for authority
	The L	icensee warrants that:
	3.1.	it has power to enter • • • • • • • • • [• • • • • • • • •
	3.2.	it is not aware of anything within
	3.3.	it is not insolvent and knows of no circumstance which would

		•	-
		3.4.1	conflict with any law or
		3.4.2	constitute a default (or event which with the giving ••••••••••••••••••••••••••••••••••••
4.	Rela	ations	hip of parties
	4.1.		g in this agreement shall create a partnership, ■ ■ ■ ■ ■ ■ ■ ■ ■
	4.2.	Neithe	r party shall have, nor represent that it ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■
		, ■ ■ ■	
5.	Ent	ire agı	reement
	5.1.	This aç	greement contains the entire
		• • .	
	5.2.	Condit	ions, warranties or other terms implied by
		••••	
	5.3.	-	earty acknowledges that, in entering into this agreement,
			' ,
		••••	I■■.
	5.4.	As an	exception to the last • • • • • • • • • • • • • • • • • • •
		[Enter	<i>list</i> = = = = = = = = = = = = = = = = = = =

its performance of this agreement will not:

3.4.

6.	Lic	Licensor's representations as to Intellectual property			
	The I	icensor = = = = = = = = = = = = = = = = = :			
	6.1.	the Licensor is either the owner of the entire right, title and interest in and to = = = [= = = = = =] = = = = = = = = =			
		=;			
	6.2.	to the best of the knowledge of the •••, •••••[•			
		;			
	6.3.	use of the [HR = = =] = = = = = = = = = = = = = = =			
7.	The	Licence			
	7.1.	9 4, 444 4			
	7.2.	Subject to payment of the Licence Fee and to the other terms , , , , , , , , , , , , , , , , , ,			
		7.2.1 not sub-licensable;			
		7.2.2 non-exclusive;			
		7.2.3 for an initial term of one year,			
		7.2.4 restricted to use for the Use Allowed.			
	7.3.	The Licence may not ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■			
		:			
		7.3.1 that the Licensor approves ••••••••••••••••••••••••••••••••••••			

		7.3.2	that the assignee enters into an agreement directly with the Licensor in •••••••••••••••••••••••••••••••••••	-
		7.3.3	the assignee may not transfer again.	
	7.4.	-	enewal payment is not made before the annual renewal date, ensor	!
	7.5.		censee may not allow any other person • • • • • • • • • • • • • • • • • • •	[
	7.6.	No exp	press or implied licence of the [HR • • •] • • • • • • • • • • • • • • •	
	7.7.	If any i	nformation the Licensee gives to the	
		••••		
8.	Lim	itation	ns and permissions on the Licence	
8.	Lim 8.1.		ns and permissions on the Licence]
8.		The Lic	•	-
8.	8.1.	The Lic	censee must not Copy • • • • • • • • [• • • • • • • • • •	[
8.	8.1. 8.2.	The Lice	censee must not Copy • • • • • • • • [• • • • • • • • • •	[

9.	Freedom to use Despite the above ••••, ••••••[•••• ••••]:				
		9.2.	to a contractor of the Licensee whose contract is to work on the project or purpose for which the Licensee has bought the [HR System].		
	9.3.	If the Licensee copies any part of the [HR System] to a contractor as provided above, , , , , , , , , , , , , , , , , , ,			
	9.4.	Nothing in this paragraph shall permit disclosure of any part of the [HR System]			
10.	Protection of [HR System]				
	The L	icensee agrees that it will:			
	10.1.	not claim nor register any Intellectual Property right in the [= = = = = = = = = = = = = = = = = =			

 \blacksquare \blacksquare \blacksquare \blacksquare .

10.2.		e in its own business, any
	••••	;
OR		
10.3.		e the name "[HR System]" as a trade • • • • , • • • • • • • • • • • • • •
	••••	
OR		
10.4.		e the name "[HR System]" ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ , ■ ■
	 ;	
10.5.		resent that the Licensee is the owner or
10.6.		best endeavours to notify all persons who may ■ ■ ■ ■ ■ ■
	■ ■ ;	
10.7.		appropriately to every • • • • • • • • • • • • • • [• • • •
10.8.		nove any identification or reference
10.9.		olish any • • • • • • • • • • • • • • • • • • •
	=	
	10.9.1	denigrate the Licensor = = = = = = = = , = = = , = = = , = = = ;
	10.9.2	reduce the value of • • • • • • • • • • • • • • • • • •
Thir	d part	y infringement
11.1.		r party becomes in any way aware of any ■ ■ ■ ■ ■ ■ ■ ■ ■

11.

11.2.	The Licensor shall have the first right, but not the *** , **** , ****
	=].
11.3.	The Licensor must notify the Licensee within [28]
11.4.	The Licensee 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 the Licensee in
11.6.	The Licensee shall have the right to participate
11.7.	The Licensee 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.	The Licensee 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.	Ren	ewal payments
	12.1.	At least [four] weeks before expiry of the period for which the Licensee has paid, the Licensor shall send
	OR	
	12.2.	At expiry of the Licensee's annual subscription the Licensor will automatically take payment from the Licensee's
13.	Sec	urity of the Licensee credit card
	13.1.	The Licensor will take care to make the Licensor's website safe for the Licensee to use.

		credit card details in readiness for the Licensee's next
14.	Pay	ment on running credit account
	This p	paragraph applies • • • • • • • • • • • • • • • • • • •
	14.1.	on request, the Licensor will supply details • • • • • • • • • • • • • • • • • • •
	14.2.	the Licensor will automatically charge interest to ••••••••••••••••••••••••••••••••••
	14.3.	if money due remains overdue after one month, the rate charged by the Licensor will be [1 . 5] • • • • • • • • • • • • • • • • • •
15.	Mate	erial the Licensee may post to Licensor's Website
	In this	s paragraph "Website"
		[-
	15.1.	
	15.2.	The Licensee may not upload material which contains:

13.2. If the Licensee has asked the Licensor to remember the Licensee's

		15.2.1
		15.2.2
		15.2.3
		15.2.4 inaccurate, false, or misleading information;
	15.3.	;
	15.4.	
16.	Disc	claimers and limitation of liability
	16.1.	•
	16.2.	[]
		16.2.1 useful to the Licensee;
		16.2.2 of satisfactory quality;
		16.2.3 fit for a particular purpose;
		16.2.4
	16.3.	
	16.4.	

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OR	
16.5.	
	000].
16.6.	
	16.6.1 indirect or consequential loss; or
	16.6.2
	.,
16.7.	
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Inde	emnity by Licensee
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17.1.	;
17.2.	its breach of this agreement;
17.3.	
17.4.	
17.4.	

17.

	17.5.		
18.	Сор	yright	and other Intellectual Property
	18.1.	••••	
	18.2.		
	18.3.	•:	immediately stop using the [HR System];
		18.3.3	
	18.4.		[14]
		18.4.1	
		18.4.2	
	18.5.		

19. Confidential Information

19.1. The Licensee now agrees that it will:

19.1.1			
			•
19.1.2			
10 1 2			
19.1.3			
		•••••	
	[];	
19.1.4			
	•••••	■■■■;	
19.1.5			
			,
	•		

19.2. This paragraph does not apply to disclosure:

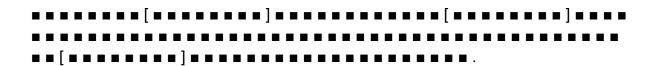
20.	The measure of damages
	20.1.
	20.2.
21.	Termination
	21.1.
	21.2.
	21.3.
22.	Miscellaneous matters
	22.1.

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Signed by [Licensor name]



Schedule 1: Description of the [HR System]

Explanatory notes:

IP licence agreement: to use specialist system

General notes

1. Recognition of our copyright in this document

We assert our copyright in this document. When you downloaded it, you agreed to our terms and conditions, which set out in full how it may and may not be used. Without amending those terms, we remind you that you may not distribute it further or republish it in any way without permission from Net

Once you have edited the document for final use, you may remove the

2. Document review service

Please contact our support team at support@netlawman.co.uk for further information.

Paragraph specific notes:

Notes referring to specific paragraphs

1. Definitions

The definition relating to the subject matter of the agreement requires particular care on your part. We have named your package "HR System". You should now find and replace

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 find/replace function in your word processor to change them. If you do change a defined term, 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 in the context of this agreement and has been included for a purpose.
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
Relationship of parties
We have no comment.
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
•.
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, he 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

2.

3.

4.

5.

6.

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 product is extremely specialist, you could be able to control to whom it is assigned, but if, as ••••••, ••••, ••••, •••••,
A limitation on sale outside the specified market is difficult to enforce. You should
Limitations and permissions on Licences
These points are matters for your choice. You can delete what
The definition of "Limitations and permissions" refers also to your website. We assume that the licensee will be asked to make choices,
Freedom to use
This paragraph is useful only if your product is identifiable once it
•••••
Protection of [HR System]
When you grant the licence, you specify exactly what it covers. This paragraph places additional restrictions on the licensee in many areas. We suggest that
The sub paragraphs covering the name are useful to you only if you are looking to licence a named product. If your name has any

8.

9.

10.

We now mention the last sub-paragraph. According to Defamation Act 2013it is an absolute defence to a defamation claim that the words complained of are true. However, this might charge;
■■. Third party infringement
Whether or not you need this paragraph depends entirely on what form your product takes. If it is immediately incorporated in your licensee's own product,
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
Renewal payments
Renewal payments This paragraph is a clear option: in or out. If you take payment monthly, , , , , , , , , , , , ,
This paragraph is a clear option: in or out. If you take payment monthly, We have provided for auto renewal of the licence provision. In law that provision is void unless the licensee has agreed to it in advance you cannot unilaterally renew a contract. However, if you
This paragraph is a clear option: in or out. If you take payment monthly,
This paragraph is a clear option: in or out. If you take payment monthly, We have provided for auto renewal of the licence provision. In law that provision is void unless the licensee has agreed to it in advance you cannot unilaterally renew a contract. However, if you
This paragraph is a clear option: in or out. If you take payment monthly, We have provided for auto renewal of the licence provision. In law that provision is void unless the licensee has agreed to it in advance you cannot unilaterally renew a contract. However, if you
This paragraph is a clear option: in or out. If you take payment monthly, We have provided for auto renewal of the licence provision. In law that provision is void unless the licensee has agreed to it in advance you cannot unilaterally renew a contract. However, if you The best way to deal with this issue is to provide a warning to the licensee

13. Security of the Licensee credit card

11.

12.

	For payment you may have various alternatives like the , , , , , , , , , , , , ,
14.	Payment on running credit account
	There is no need to write into your terms, your requirements for giving credit. You need absolute flexibility. Second, it is not a contractual matter but a concession by you. The only contractual part is the charging of interest. Most customers assume that if
	This provision will be
	The mention of "not a penalty" ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
15.	Material the Licensee may post to Licensor's Website
	This paragraph assume that your licensee comes to your website either to pick up information,
16.	Disclaimers and limitation of liability
	The law is complicated and much depends
	••.
	You will see
17.	Indemnity by Licensee

.............

	Very widely worded to \blacksquare
18.	Copyright and other Intellectual Property
	Although you cannot prevent some person from acting maliciously or unlawfully, this paragraph is drawn to give you the
19.	Confidential Information
	We have included this paragraph because a business has so many secrets ■
20.	The measure of damages
	The first sub-paragraph gives contractual force to
	The second sub-paragraph also reinforces what may already be the ■ ■ ■ ■
	An order of the Court
21.	Termination
	This paragraph deals with the typical terms of termination

22.

Miscellaneous matters

	A number of special points. We have identified each of these as \blacksquare \blacksquare \blacksquare \blacksquare
	,
	Rights of Third Parties Act - ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
Sch	edule 1 Description of the [HR System]
	It is absolutely essential that you define ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ . ■ ■ ■ , ■ ■

End of notes