IP sub-licence agreement: copyright work

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Schedule 1: the Library

Schedule 2: Supporting IP

Schedule 3: Litigation

Schedule 4: Publicity / Announcements

This agreement is dated:

It is made between:

[Brian Badger], of [full address] (■ ■ ■ ■ " ■ ■ ■ - ■ ■ ■ ");

And

It is now agreed as follows:

1. Definitions

"The Library"

"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

data or information relating to suppliers, product plans, marketing strategies, finance,

performance, operations, customer • • • • , • • • ; information about the Intellectual Property, the

information created or arising from this

information owned by a third party and in respect of which a party

agreement;

	information, comment or implication published on data or information relating to processes, formulae, procedures, designs, drawings, apparatus, , , , , , , , , , , , , , , , , , ,
"Derived Product"	means a product or text or other material in any medium which is based on or originated, •••••.
"DP Rights"	means intellectual property rights in a Derived Product.
"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 the Library together with the Supporting IP • • • • • • • • • • • • • • • • • •
"Market"	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 ■ ■ ■
][].
'Royalty"	means the sums payable from time to time ■ ■ ■
'Supporting IP"	means all intellectual property which is necessary or desirable for the operation and use of the Library but which is identifiably separate in substance
'Update"	means a revision, modification, improvement or corrected version of the Licensed Material, developed by the Sub-
	•••

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.	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.	a reference to a person includes reference to that person's successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or pass as a ,,,,,,,

	2.5.	the headings to the paragraphs and schedules (if any) to this agreement are inserted ••••••••••••••••••••••••••••••••••••
	2.6.	any agreement by any party not to do or omit to do something includes an obligation not to allow some
	2.7.	a reference to the knowledge, information, belief or awareness of any person shall be deemed to include the knowledge, information,
	2.8.	all money sums mentioned in this agreement are calculated net of VAT, which
	2.9.	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
	Each	of the parties warrants to ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ :
	3.1.	
		it is properly registered and operates under the laws of the [country / state / province] of its incorporation and • • • • • • • • • • • • • • • • • • •
	3.2.	state / province] of its incorporation and
	3.2. 3.3.	state / province] of its incorporation and •••••; it is not subject to any order, decree or injunction by a court of
		state / province] of its incorporation and, ; it is not subject to any order, decree or injunction by a court of competent jurisdiction which could prevent, it is not aware of anything within its reasonable control which might or will adversely affect,

	to petit	ion
3.6.	Each of the parties warrants that its performance ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■	
	3.6.1	conflict with or result in the breach of any provision of its memorandum and articles of association or any comparable document regulating the conduct
		= = ;
	3.6.2	conflict with any law or governmental regulation in any jurisdiction in which the
	3.6.3	constitute a default (or event which with the giving of notice or lapse of time, would become a default) under ■ ■ ■ ■ ■ ■ ■
Rela	ations	hip of parties
4.1.		g in this agreement shall create a partnership, agency or other aship between the parties, other
OR		
4.2.		ub-Licensor is [a director / an employee] of the Sub-Licensee. ■
	•	
4.3.		r party shall have, nor represent that it ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■
	, = = =	

5.	Entire	agreement	t

5.1.	This agreement contains the entire
5.2.	No express or implied licence of the
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 = = = = = = = = = = = = = = = = = = =
	-Licensor's representations as to Intellectual perty
pro	•
pro	perty
prop	perty Sub: the Sub-Licensor is either the owner of the entire right, title and interest
prop	perty Sub: the Sub-Licensor is either the owner of the entire right, title and interest
prop	perty Sub: the Sub-Licensor is either the owner of the entire right, title and interest in and
The S	the Sub-Licensor is either the owner of the entire right, title and interest in and a second
The S	the Sub-Licensor is either the owner of the entire right, title and interest in and

		• • • • • • • • • • • • • • • • • • • •
6.5.		ub-Licensor shall
The	licen	ce of the Library
7.1.		ub-Licensee acknowledges that the Sub-Licensor owns all right,
7.2.		e licence fee of £ [500,000], [receipt of which the Sub-
7.3.		ub-Licensee shall not promote or sell the ■ ■ ■ [■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
7.4.		cence may not = = = = = = = = = = = = , = = = = = =
	7.4.1	that the Sub-Licensor approves
		= =) ;
	7.4.2	that the assignee enters into an agreement directly with the Sub-
	7.4.3	that the Sub-Licensor is
	744	the sub-licence is non-assignable

use of the Licensed Material

6.4.

	7.5.		as any addition or improvement to • • • • • • • • • • • • • • • • • •
	7.6.		of any patent, trademark or third party
	7.7.		as any goodwill is generated by
8.	Lice	ence o	f the Supporting IP
	8.1.	The Su	ub-Licensor grants to the Sub-Licensee a
		••••	
		8.1.1	No licence fee
		8.1.2	The licence is non-exclusive.
		8.1.3	It is not required that
		8.1.4	Products derived from • • • • • • • • • • • • • • • • • • •
9.	Terr	ns of	sub-licences
	9.1.	So long	g as this licence subsists, the Sub-
		9.1.1	use by the sub-sub-licensee
		9.1.2	the sub-licence

	9.1.3	the Licensed Material may not be
	9.1.4	shall be granted in terms set out in
	OR	
	9.1.5	each such sub-licence agreement shall be • • • • • • • • • • • • • • • • • •
9.2.	busine	icence may be granted to any person in connection with the ss of the
9.3.		account shall any obligation or liability of ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
Prot	tection	n of Licensed Material
The S	Sub-Lice	nsee agrees that it will:
10.1.		m nor register any intellectual property right in the
10.2.		thin ten years] create, write or make any
10.3.		e in its own business, any • • • • • • • • • • • • • • • • • • •
OR		

10.4.	not use	ethe hame the Library
	•.	
10.5.		oresent that the Sub-Licensee is the
10.6.	[use its	best endeavours to notify all persons who may ■ ■ ■ ■ ■ ■ ■
10.7.		appropriately to every ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
10.8.	not rem	nove any identification or reference
		I ■ ■ .
10.9.	•	olish any ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	10.9.1	denigrate the Sub-
	10.9.2	reduce the value of
Roy	alty c	alculation
11.1.		paragraph, "Net Sales Value" means the invoiced price ■ ■ ■ ■
		,
	11.1.1	normal trade = = = = = = = = = = = = = = = = = = =
	11.1.2	the costs • • • • • • • • • • • • • • • • • •

11.

11.1.3 value added tax or other

11.1.4 bank charges on sales receipts;

	11.1.5 sales commission payable to third parties;
	11.1.6 sales taxes;
	11.1.7 other transaction taxes.
11.2.	The Royalty is [five] per cent of the Net
11.3.	Royalty is payable for *** *** **** **** **** **** **** **** **** **** **** **** *** **** *** *** **** ***
11.4.	On or before [day / date] in each [month / year] the Sub-
	,
11.5.	The Sub-Licensee shall
11.6.	Royalty payment shall be made in •••••••••••••••••••••••••••••••••••
11.7.	Payments shall be considered to have been ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
11.8.	Payments due but unpaid on the due date shall bear interest at a rate
	of [
11.0	Any toy which the Sub-Licenses is required by
11.9.	Any tax which the Sub-Licensee is required by \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare
11.10.	If money is withheld on account of tax, the Sub-Licensee shall ■ ■ ■
	11.10.1 a written receipt for the tax paid;

	11.10.2 other documentation necessary or desirable to enable the
11.11.	If tax is payable or money with held, the cost shall be borne by the Sub-
11.12.	The Sub-Licensee shall keep complete and accurate records and
11.13.	The Sub-Licensor shall have the right, at its own cost and expense, not
11.14.	Such accountants will have access on reasonable notice to the Sub-Licensee's records during reasonable business hours
11.15.	The accountants shall be instructed to disclose to the
11.16.	If any underpayment by the Sub-Licensee is greater than [ten] percent (10%) of the amount
11.17.	The provisions of

12. Third party infringement

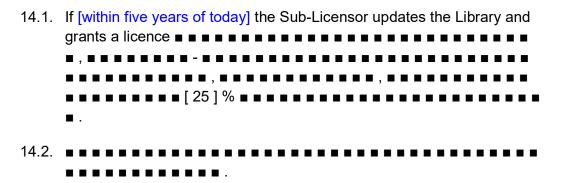
12.1.	If either party becomes in any way aware of
	·
12.2.	The Sub-Licensor shall have the first right, but
	-,
12.3.	The Sub-Licensor must notify the Sub-Licensee within [28]
	••••••
12.4.	The Sub-Licensee agrees to co-operate with the Sub-Licensor in any litigation or other enforcement action that
12.5.	All reasonable lawyers' fee and other expenses incurred by the Sub-Licensee in ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
40.0	
12.6.	The Sub-Licensee shall have the right to
12.7.	The Sub-Licensee shall have no recourse against the Sub-Licensor arising out of the Sub-Licensor's handling of
12.8.	If the Sub-Licensor fails to take action on a matter which affects or may
	,

12.9.	The Sub-Licensee may at any time
	••••••••••••
12.10.	If a party brings an action under this paragraph and subsequently ceases to pursue
	•••••
12.11.	All money recovered through any proceeding or claim, or from any settlement of it, shall belong to the party
	•••••
Con	tinuing improvement of Licensed Material
COII	tinuing improvement of Licensed Material
	The Sub-Licensor
13.1.	
13.1.	The Sub-Licensor
13.1.	The Sub-Licensor
13.1. 13.2.	The Sub-Licensee will co-operate with the Sub-Licensor so
13.1. 13.2.	The Sub-Licensor
13.1.13.2.13.3.	The Sub-Licensee will co-operate with the Sub-Licensor so
13.1.13.2.13.3.	The Sub-Licensee will co-operate with the Sub-Licensor so
13.1.13.2.13.3.13.4.	The Sub-Licensee will co-operate with the Sub-Licensor so
13.1.13.2.13.3.13.4.	The Sub-Licensee will co-operate with the Sub-Licensor so
	12.10.

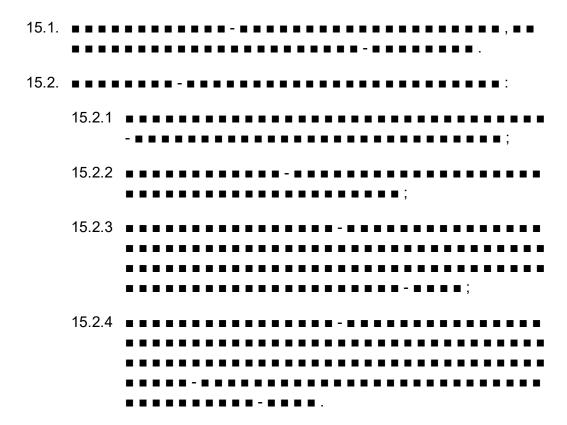
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13.6.	The Sub-Licensor will not abandon or allow to lapse any registration or
	application relating to the Supporting IP, Supporting ■ ■ ■ ■ , ■ ■ ■ ■
	,

14. Product Updates



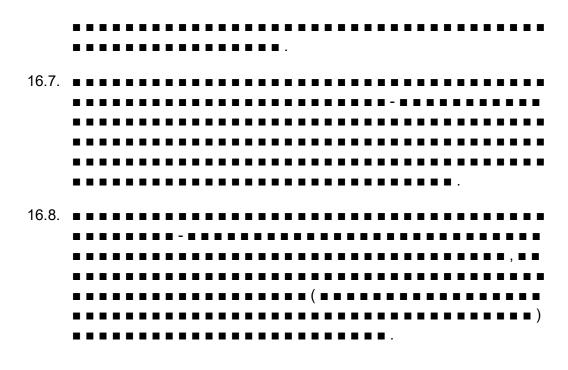
15. Derived Products



16. Confidential Information

16.1.	
	16.1.1
	16.1.2
	16.1.3
	16.1.4
	16.1.5
	16.1.6
16.2.	This paragraph does not apply to disclosure:
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	16.2.2

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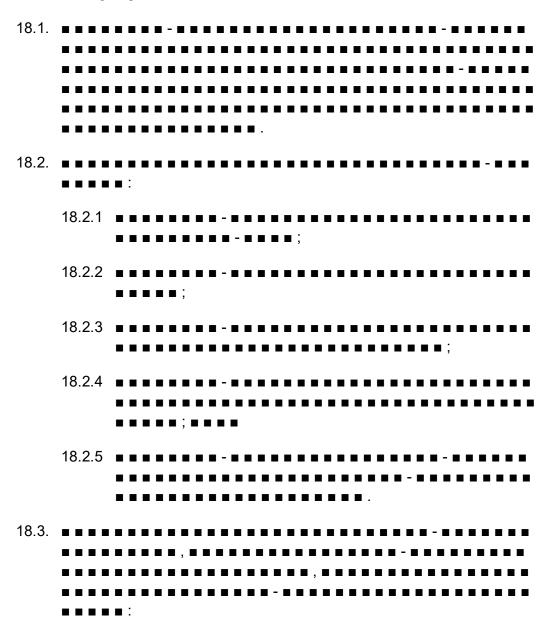


17. Indemnity by Sub-Licensee

17.1.		
		:
	17.1.1	;
	17.1.2	its breach of this agreement;
	17.1.3	
		;
	17.1.4	;
	17.1.5	
		;
17.2.		

,	 2	2017, ■		 	 ••••	-
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18. Indemnity by Sub-Licensor



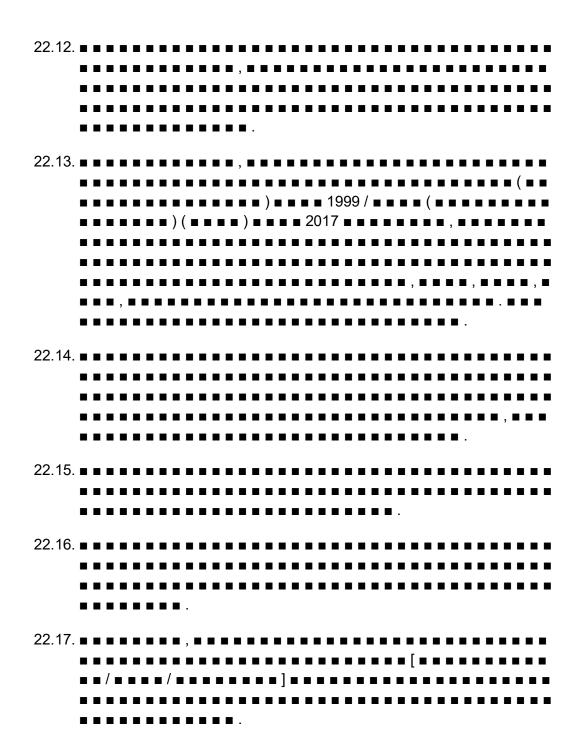
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10.4.														
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19.1.														
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19.2.	••••													
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	19.6.	
		,
	19.7.	•••••
20.		measure of damages
	20.1.	•••••
	20.2.	
21.	Pub	licity / Announcements
	21.1.	
	0.0	
	OR	
	21.2.	No party shall:

		21.2.1	make ar	ny publi	c anno	unce	ment	; or						
		21.2.2	disclose	any inf	ormati	on; o	r							
		21.2.3								•••				•
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	21.3.			• • • •									• • •	•
	21.4.			• • • •										
22.	Miso	cellane	ous m	natter	'S									
	22.1.				•••	• • •		• • •	••		::			-
	22.2.	::::									::	• • •		-
	22.3.				, ■ ■ ■									
	22.4.			• • • •										
	22.5.	::::												
	22.6.			• • • •				• • •	••		••		• • •	

	•••••
22.7.	
22.8.	
22 9	
22 10	
22.10	
22.11	
	It shall be deemed to have been delivered:
	•••;
	72
	,

.......]



Signed by [Sub-Licensor name]

Signed by [personal name] on behalf of [Sub-Licensee name] as its representative who personally accepts liability for the proper authorisation by [Sub-Licensee name] to enter into this agreement.

Schedule 1: Library

Schedule 2: Supporting IP

Schedule 3: Litigation

Schedule 4: Publicity / Announcements

Explanatory notes:

IP sub-licence agreement: copyright work

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

2. Document review service

If you would like our legal team to check your edited version, we

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

Paragraph specific notes:

Notes numbering refers to paragraph numbers.

1. Definitions

The definition relating to the subject matter of the agreement requires particular care on your part. If you are selling a licence for a dating site in a particular country, you can easily define the scope of the licence. However, if you are licensing a travel booking service, like those used by airlines, you will certainly want to limit the scope of the licence very carefully. If you do not, you may find your sub-licensee is allowing his clients to use it for airlines, railways, hotels, and even adapting it for bespoke cars. He may sell it. But not only may

he use y	our ∎		 	 	 		••	••	 			,
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	• • •		 	 	 	••	••		 		• • •	
	• • •	- = =	 		 					• • .		

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

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

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 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.	Sub-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 •••••••••••••••••••••••••••••••••••
7.	The licence of the Library
	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, ■ ■
	A limitation on sale outside the specified market is difficult to enforce. You should
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 • • • • • • • • • • • • • • • • • •
9.	Terms of sub-licences
	The most important protection for the sub-licensor is in the drafting and consistent use of the sub-licences granted by the sub-licensor. They should be standard and inflexible, so far as possible - easy for products sold via the Internet

	Other terms could be included here by way of definition or restriction on the terms of a sub-licence.						
10.	Protection of Licensed Material						
	When you grant the licence, you specify exactly what it covers. This paragraph places restrictions on the sub-licensee in many areas. We suggest that						
	.,						
	We now mention the last sub-paragraph. As the law stands at 01 04 2013, it is an absolute defence to a defamation claim that the words complained of are true. However, this might charge; it may not be						
11.	Royalty calculation						
	We have provided a complete proposal.						
12.	Third party infringement						
	It is not only your sub-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 ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■						
13.	Continuing improvement of Licensed Material						
	Edit this paragraph according to your intentions. We have used the broad word "maintain" to cover "whatever needs to be done to keep it working".						
14.	Product Updates						

	If you buy a licence today for a simple computer application, you will probably receive a message every year or so to invite you to buy the "upgrade". It is assumed in this licence agreement that your sub-licensee may
15.	Derived Products
	Derived products are the source of litigation the World over. The problem is to define what is derived and what is original. Western courts are reluctant to support any restriction on trade, so there is a tendency in most jurisdictions to favour the party who is using
	We have favoured the sub-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
40	
16.	Confidential Information
	We have included this paragraph because a business has so many secrets
17.	Indemnity by sub-licensee
	Very widely worded to give strong protection to sub-licensor the party protected is the

18.	indemnity by sub-licensor
	A limited indemnity this at least would
19.	Indemnification process
	This is a thorough "process"
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.	Publicity / Announcements
	This paragraph is largely to protect from
22.	Miscellaneous matters
	A number of special points we have identified each of these as important ■ ■
	_

	Rights of Third Parties Act - ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
Sche	edule 1: the Library
	It is absolutely essential that you define

Schedule 2: Supporting IP

The same comments apply as for Schedule 1.

Schedule 3: Litigation

The same comments apply as for Schedule 1.

Schedule 4: Publicity / Announcements

Attach press release.

End of notes