

UK-IPipp37

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

complete and clear statement of industry and application. If longer than 100 words, use [redacted].

“Royalty” means the sums payable from time to time [redacted].

“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 [redacted] 2.

“Update” means a revision, modification, improvement or corrected version of the Licensed Material, developed by the Sub-[redacted].

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 [redacted].
- 2.2. in connection with any benefit given by this agreement, a reference to a party includes [redacted].
- 2.3. a reference to a paragraph or schedule is to a paragraph or schedule to this agreement unless the context [redacted].
- 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 [redacted].

- 6.4. use of the Licensed Material ;
- 6.5. [the Sub-Licensor shall].

7. The licence of the Library

- 7.1. The Sub-Licensee acknowledges that the Sub-Licensor owns all right,
- 7.2. For the licence fee of £ [500,000], [receipt of which the Sub-.....] , - - ,
- 7.3. The Sub-Licensee shall not promote or sell the [..... / ,]
- 7.4. The licence 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 /
 - 7.4.4 the sub-licence is non-assignable.

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16.7.
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16.8.
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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. (.....
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..... -) - ,
..... , , (.....
.....) (.....)
.....) 1999 / (.....) (.....

18.3.1 -
.....;

18.3.2
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18.3.3 [.....
....., ,
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18.4.
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19. Indemnification process

19.1.
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..... (" ")
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19.2.
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19.3.
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19.4.
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19.5.
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.....,

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

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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 are needed. Details of our definitions are available on our website at www.netlawman.co.uk/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

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

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

