UK-IPipp39

IP licence agreement: educational or training system

Contents

1. Definitions
2. Interpretation
3. Warranties for authority
4. Relationship of parties
5. Entire agreement
6. Licensor's representations as to Intellectual Property
7. The licence
8. Licence of the Supporting IP
9. Third Party IP
10. Protection of Licensed Material
11. Third party infringement
12. Continuing improvement of Licensed Material
13. Product Updates
14. New Intellectual Property
15. Derived Products
16. Training provision
17. Confidential Information
18. Indemnity by [Heartland]
19. Indemnity by Licensor
20. Indemnification process
21. The measure of damages
22. Termination
23. Publicity / Announcements
24. Miscellaneous matters

Schedule 1: Description of [LearnWithMe]
Schedule 2 Supporting IP
Schedule 3 Third Party IP
Schedule 4 Training provisions
Schedule 5 Press release

This agreement is dated [date] [redacted]:

ABC Limited, a company incorporated in England and Wales [under company registration number [number]]and whose registered office [redacted] [[redacted]] ([redacted] “[redacted]”); [redacted]

[Heartland Limited], a company incorporated in England and Wales [under company registration number [number]] and [redacted] [[redacted]], (“[[redacted]]”)

It is now agreed as follows:

1. Definitions

“[LearnWithMe]” means concepts, designs, drawings, suites of software programmes and other Intellectual Property created by the Licensor to be used to [[redacted]] [redacted] 1.

“Confidential Information” means all information about the parties to this agreement, including any information which may give [redacted].

It does not include information that it is reasonably necessary to disclose to a customer or other person in the usual course [redacted].

It includes among other things:

information about staff, their performance and [redacted],

data or information relating to suppliers, product plans, marketing strategies, finance, performance, operations, customer [redacted], [redacted], [redacted], [redacted];

information about the Intellectual Property, the Know-how and all [redacted];

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	information created or arising from this agreement;
	information owned by a third party and in respect of which a party [redacted].
	information, comment or implication published on [redacted].
	It does not include information that it is reasonably necessary to disclose to a customer or other person in the usual course [redacted].
“Derived Product”	means a software product or text or other material in any medium which is based on or originated, [redacted].
“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, trademarks, unregistered marks, designs, copyrights, software, domain names, discoveries, Know-[redacted].
“Know-how”	means scientific or technical information, and other procedures and ways of working and organising [redacted].
“Licensed Material”	means all Intellectual Property in [LearnWithMe] together with the Supporting IP [redacted].
"Market/Area of Activity"	means the market for [agricultural machinery / unmanned aerial vehicles / food processing

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	machinery, or as the case may be. Enter complete and clear statement of industry and application. If longer than 100 words, use [redacted]] [redacted] [[redacted]].
OR	
"Market/Area of Activity"	means for training/educating/providing recreational facilities for [[redacted]]. .
“Supporting IP"	means all Intellectual Property which is necessary or desirable for the operation and use of [LearnWithMe] but which is identifiably separate in [redacted] . [redacted] 2 .
“Third Party IP”	means Intellectual Property owned by some person other than the parties, which has been [redacted] [[redacted]] [redacted]
"Update"	means a revision, modification, improvement or corrected version of the Licensed Material, developed by the Licensor, [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. a reference to a paragraph or schedule is to a paragraph or schedule to this agreement unless the context [redacted] . [redacted] .

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2.3. the headings to the paragraphs and schedules (if any) to this agreement are inserted [redacted].

2.4. any agreement by any party not to do or omit to do something includes an obligation not to allow some [redacted].

2.5. a reference to the knowledge, information, belief or awareness of any person shall be deemed to include the knowledge, information, [redacted].

2.6. all money sums mentioned in this agreement are calculated net of VAT, which [redacted].

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 [redacted], [redacted].

3. Warranties for authority

[Heartland] warrants that:

3.1. it is properly registered and operates under the laws of the [country / state /] of its incorporation and [redacted];

3.2. it is not subject to any order, decree or injunction by a court of competent jurisdiction which could prevent [redacted];

3.3. it is not aware of anything within [redacted];

3.4. it is not insolvent and knows of no circumstance which would [redacted].

3.5. its performance of this agreement will not:

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3.5.1 conflict with any law or [redacted];

3.5.2 constitute a default (or event which with the giving [redacted], [redacted]) [redacted].

4. Relationship of parties

4.1. Nothing in this agreement shall create a partnership, [redacted], [redacted].

4.2. Neither party shall have, nor represent that it [redacted], [redacted], [redacted].

5. Entire agreement

5.1. This agreement contains the entire [redacted].

5.2. No express or implied licence of the [redacted] [[redacted]] [redacted].

5.3. Conditions, warranties or other terms implied by [redacted].

5.4. Each party acknowledges that, in entering into this agreement, [redacted], [redacted], [redacted].

5.5. As an exception to the last [redacted], [redacted]:

[Enter list [redacted] *]*

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6. Licensor's representations as to Intellectual Property

The Licensor represents and warrants [redacted] :

6.1. the Licensor is either the owner of the entire right, title and interest in and to [redacted] ;

6.2. to the best of the knowledge of the [redacted] ;

6.3. [except as listed in Schedule [number]] no action has been [redacted] ;

6.4. use of the Licensed Material [redacted] ;

7. The licence

7.1. [Heartland] acknowledges that except as provided elsewhere in this agreement, the Licensor [redacted] .

7.2. For the licence fee of £ [500,000], [receipt of which the Licensor now acknowledges], [redacted] .

7.3. Heartland shall not promote or use [redacted] .

7.4. Heartland must not assign nor [redacted]].

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7.5. [Heartland] may not allow any [redacted] [[redacted]].

7.6. This grant includes the right to create and use / [redacted] / [redacted] . [[redacted]].

7.7. The licence may not [redacted] , [redacted] :

7.7.1 that the Licensor approves [redacted] ([redacted]);

7.7.2 that the assignee enters into an agreement directly with the Licensor [redacted] , [redacted] .

7.7.3 that the Licensor is released from [redacted] / [redacted] .

7.7.4 the sub-licence is non-assignable.

7.8. So far as any goodwill is generated by [[redacted]] 's [redacted] .

7.9. Expiry of any patent, trademark or third party [redacted] [[redacted]] [redacted] [[redacted]].

8. Licence of the Supporting IP

8.1. The Licensor grants to [Heartland] a [redacted] [[redacted]].

8.2. No licence fee [redacted] .

8.3. It is not required [redacted] .

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8.4. Products derived from [redacted] , [redacted] .

9. Third Party IP

9.1. Third Party IP is listed in Schedule 3.

9.2. The Licensor has obtained all necessary permissions and [redacted] , [redacted] , [redacted] .

9.3. The Licensor now grants a licence of in respect [redacted] , [redacted] .

9.4. As an exception to the remainder of this paragraph, the Licensed Material [redacted] , [redacted] . ([redacted] , [redacted])

9.5. The Licensor gives neither representation nor warranty in respect [redacted] . [redacted] [[redacted]] [redacted] .

10. Protection of Licensed Material

[Heartland] agrees that it will:

10.1. not claim nor register any Intellectual Property right [redacted] ;

10.2. not [within ten years] create, write or make [redacted] , [redacted] ;

10.3. not use in its own business, any [redacted] ;

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10.4. not use the name "[LearnWithMe]" as [redacted] , [redacted] , [redacted] .

OR

10.5. not use the name "[LearnWithMe]" [redacted] , [redacted] / [redacted] .

10.6. not represent that [Heartland] is the [redacted] .

10.7. use its best endeavours to notify all persons who may [redacted] , [redacted] [[redacted]].

10.8. [attach appropriately to every [redacted] [[redacted]] [redacted] [[redacted]]].

10.9. not remove any identification or reference number or other [redacted] .

10.10. not publish any [redacted] , [redacted] :

10.10.1 denigrate the Licensor or [redacted] , [redacted] , [redacted] , [redacted] ;

10.10.2 reduce the value of [redacted] .

11. Third party infringement

11.1. If either party becomes in any way aware of [redacted] , [redacted] .

11.2. The Licensor shall have the first right, but not the [redacted] , [redacted] , [redacted] , [redacted]

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[redacted] .

11.3. The Licensor must notify [Heartland] within [28] [redacted] .

11.4. [Heartland] agrees to co-operate with the Licensor in any litigation or other enforcement action that the [redacted] - [redacted] [redacted] [redacted] .

11.5. All reasonable lawyers' fee and other expenses incurred by [Heartland] [redacted] - [redacted] [redacted] .

11.6. [Heartland] shall have the right to participate [redacted] .

11.7. [Heartland] shall have no recourse against the Licensor arising out of the Licensor's handling of or decisions concerning [redacted] . [redacted] , [redacted] [redacted] . [redacted] .

11.8. If the Licensor fails to take action on a matter which affects or may [redacted] [redacted], [redacted] [redacted] . [redacted] , [redacted] , [redacted] .

11.9. [Heartland] may at any time [redacted] , [redacted] .

11.10. If a party brings an action under this paragraph and subsequently ceases to pursue [redacted] , [redacted] .

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11.11. All money recovered through any proceeding or claim, or from any settlement of it, shall belong to the party [redacted].

12. Continuing improvement of Licensed Material

12.1. The Licensor will maintain [redacted].

12.2. [Heartland] will co-operate with the Licensor so far [redacted].

12.3. If [Heartland] shall reasonably so request, the [redacted].

12.4. Any trademark registered under the terms of [redacted].

12.5. If the Licensor declines to register a trademark requested [redacted].

12.6. The Licensor will not abandon or allow to lapse any registration or application relating to the Supporting IP or other [redacted].

13. Product Updates

13.1. If [within five years of today] the Licensor updates [LearnWithMe] and grants a licence [redacted].

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[redacted], [redacted], [redacted] [redacted] [25]% [redacted].

13.2. The Update shall [redacted].

14. New Intellectual Property

14.1. In this paragraph, “New Intellectual Property” means Intellectual Property of any sort, [redacted], [redacted], [redacted] [redacted] [redacted].

14.2. In the event that [Heartland] creates, acquires or develops any New Intellectual Property, [Heartland] hereby [redacted], [redacted] - [redacted], [redacted]. [redacted] - [redacted], [redacted] - [redacted].

15. Derived Products

15.1. When [Heartland] [redacted], [redacted].

15.2. [Heartland] now agrees that it will:

15.2.1 do its utmost to [redacted];

15.2.2 tell the Licensor [redacted];

15.2.3 provide to the Licensor whatever full specification, description [redacted];

15.2.4 do whatever the Licensor considers to be necessary or desirable [redacted].

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16. Training provision

The Licensor agrees that it will provide [redacted] 4 .

17. Confidential Information

17.1. 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. [redacted] , [redacted] , [redacted] . [redacted] , [redacted] :

17.1.1 except as provided in this [redacted] , [redacted] , [redacted] ;

17.1.2 not use the Confidential Information in any way for themselves [redacted] , [redacted] ;

17.1.3 not store, copy, or use the Confidential [redacted] [[redacted] . . . .]

17.1.4 [redacted] ;

17.1.5 [redacted] ([redacted]);

17.1.6 [redacted] ([redacted]) [redacted] .

17.2. This paragraph does not apply to disclosure:

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17.2.1 [redacted];

17.2.2 [redacted];

17.2.3 [redacted], ([redacted]), [redacted]. [redacted];

17.2.4 [redacted];

17.2.5 [redacted];

17.2.6 [redacted];

17.2.7 [redacted]; [redacted], [redacted], [redacted], [redacted], [redacted];

17.2.8 [redacted];

17.2.9 [redacted]. [redacted].

17.3. [redacted].

17.4. [redacted].

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17.5. [redacted] 5 [redacted].

17.6. [redacted].

17.7. [redacted], [redacted]-[redacted].

17.8. [redacted]-[redacted], [redacted] ([redacted]) [redacted].

18. Indemnity by [Heartland]

18.1. [[redacted]] [redacted], [redacted]:

18.1.1 [redacted];

18.1.2 its breach of this agreement;

18.1.3 [redacted], [redacted], [redacted], [redacted];

18.1.4 [redacted];

18.1.5 [redacted];

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19. Indemnity by Licensor

19.1. [redacted] [redacted] [redacted].

19.2. [redacted]:

19.2.1 [redacted] [redacted];

19.2.2 [redacted] [redacted];

19.2.3 [redacted] [redacted];

19.2.4 [redacted] [redacted]; [redacted]

19.2.5 [redacted] [redacted] [redacted].

19.3. [redacted]-[redacted], [redacted], [redacted]:

19.3.1 [redacted] [redacted] [redacted]; [redacted]

19.3.2 [redacted] [redacted].

19.4. [redacted]-[redacted].

19.5. [redacted] ([redacted]) [redacted], [redacted], [redacted], [redacted], [redacted] ([redacted]

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[redacted] ([redacted]) [redacted] 1999 / [redacted] ([redacted]) ([redacted]) [redacted] 2017 , [redacted] .

20. Indemnification process

20.1. [redacted] , [redacted] ([redacted] "[redacted]") [redacted] . [redacted] .

20.2. [redacted] , [redacted] . [redacted] , [redacted] .

20.3. [redacted] .

20.4. [redacted] , [redacted] .

20.5. [redacted] , [redacted] .

20.6. [redacted] , [redacted] - [redacted] , [redacted] . “ [redacted] ” [redacted] - [redacted] . [redacted]

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[redacted]

20.7. [redacted].

21. The measure of damages

21.1. [redacted].

21.2. [redacted].

22. Termination

[redacted]:

22.1. [redacted]; [redacted]

22.2. [redacted] [30] [redacted]; [redacted]

22.3. [redacted] [redacted].

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23. Publicity / Announcements

23.1. [redacted].

OR

23.2. No party shall:

23.2.1 make any public announcement; or

23.2.2 disclose any information; or

23.2.3 [redacted];

[redacted].

23.3. [redacted], [redacted].

23.4. [redacted]5, [redacted].

24. Miscellaneous matters

24.1. [redacted], [redacted], [redacted], [redacted], [redacted]. [redacted]. [redacted]] [redacted].

24.2. [redacted]

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[redacted].

24.3. [redacted].

24.4. [redacted], [redacted].

24.5. [redacted].

24.6. [redacted], [redacted], [redacted].

24.7. [redacted], [redacted], [redacted], [redacted]. [redacted], [redacted].

24.8. [redacted] 2018 [redacted], [redacted], [redacted]. [redacted].

24.9. [redacted].

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24.10. [redacted]

24.11. [redacted]

24.12. [redacted]

24.13. [redacted]

It shall be deemed to have been delivered:

[redacted]

[redacted]

[redacted]

24.14. [redacted]

24.15. [redacted]

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[redacted]

24.16. [redacted]

24.17. [redacted]

24.18. [redacted]

24.19. [redacted]

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

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Schedule 1: Description of [LearnWithMe]

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Schedule 2: Supporting IP

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Schedule 3: Third Party IP

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Schedule 4: Training provisions

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Schedule 5: Press release

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Explanatory notes:

IP licence agreement: educational or training system

General notes:

1. A licence, by its nature, is very flexible in that the licensor can write into it whatever terms he likes. This document is therefore also flexible. Provision has been made for many variations. We have provided the words so that you do not have to. [redacted].

The document provides for separation of the main product from “Supporting IP”. That is done so that you can set different terms for support material. For example, your supporting material may be used in twenty licences, but you may be happy to give an exclusive licence to your licensee within a territory or [redacted].

We have provided an option for “Derived Products”. If your product is successful, it is certain that some customers will want to change it or refine it. If you allow that to be done by them, it is essential that you retain the rights in the new version. If you do not, you [redacted].

The agreement as drawn, assumes that your licensee will make [redacted].

2. **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 [redacted].

Once you have edited the document for final use, you may remove the [redacted].

3. **Document review service**

If you would like our legal team to check your edited version, we [redacted].

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

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 [redacted].

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 an education system or an aid to psycho-analysis, you will certainly want to limit the scope of the licence very carefully. If you do not, you may find your licensee is allowing his associates or clients to use it widely. [redacted] - [redacted].

We have given a name to the main product “LearnWithMe” and used “Supporting IP” to cover stuff that has been licensed but not exclusively. Collectively we have given them reference of “Licensed Material”. You may now [redacted].

You may also have to differentiate between the name you give to the licensed material 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 [redacted].

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 [redacted].

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

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agreement and has been included for a purpose. [redacted].

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 [redacted].

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 [redacted], [redacted], [redacted].

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, he will require confirmation of some [redacted]. [redacted], [redacted]. [redacted]. [redacted].

7. **The licence**

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, [redacted]. [redacted]. [redacted].

A limitation on sale outside the specified market is difficult to enforce. You should [redacted].

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8. Licence of the Supporting IP

As we have discussed above, if you do not wish to specify supporting IP separately, delete this paragraph. If you [redacted] ([redacted]) [redacted] , [redacted] .

9. 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. [redacted] , [redacted] " [redacted] " [redacted] .

Nothing you say here is binding on the supplier of the third party software, but [redacted] .

If you have written every part of your product from scratch, you can delete all references to "Third Party IP". However, there is little that can be assembled today without incorporating some software app owned by someone else. The references to " [redacted] " [redacted] . [redacted] , [redacted] , [redacted] .

10. Protection of Licensed Material

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 [redacted] . [redacted] , [redacted] , [redacted] .

Avoid the trap of making contractual concessions to a licensee who is a not-for-profit organisation. Governmental organisations are not beyond taking unfair advantage of a "soft" [redacted] . [redacted] .

We now mention the last sub-paragraph. According to Defamation Act 2013 it is an absolute defence to a defamation claim that the words complained of are true. However, this might charge; [redacted]

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[redacted]

11. 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. When litigation happens, the parties have to [redacted]

12. Continuing improvement of Licensed Material

Edit this paragraph according to your product and your business model. We have used the broad word “maintain” to cover “whatever needs to be done to keep [redacted]

13. 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 licensee may intend [redacted]

14. New Intellectual Property

The same considerations apply here as to updates. In this case however, it is your licensee who has created the new product. We suggest you may wish to [redacted]

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

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support any restriction on trade, so there is a tendency in most jurisdictions to favour [redacted].

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 [redacted].

16. Training provision

A reminder that you may need [redacted].

By al means edit [redacted].

17. Confidential Information

We have included this paragraph because a business has so many secrets [redacted].

18. Indemnity by [Heartland]

Very widely worded to [redacted].

19. Indemnity by Licensor

A limited indemnity. This at [redacted].

We have added the last sub paragraph to protect individuals in [redacted].

20. Indemnification process

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This is a thorough “process” [redacted] . [redacted] .

21. The measure of damages

The first sub-paragraph gives contractual force to [redacted] . [redacted] “ [redacted] ” [redacted] , [redacted] .

The second sub-paragraph also reinforces what may already be the [redacted] . [redacted] , [redacted] - [redacted] .

An order of the Court [redacted] .

22. Termination

This paragraph deals with the typical terms of termination [redacted] . [redacted] , [redacted] .

23. Publicity / Announcements

This paragraph is largely to protect from [redacted] . [redacted] .

24. Miscellaneous matters

A number of special points. We have identified each of these as [redacted] . [redacted] , [redacted] . [redacted] . [redacted] [redacted] .

Rights of Third Parties Act - [redacted] . [redacted] .

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Schedule 1: Description of [LearnWithMe]

It is absolutely essential that you define the subject [redacted]. [redacted], [redacted] "[redacted]". [redacted].

Schedule 2: Supporting IP

The same comments apply as for Schedule 1.

Schedule 3: Third Party IP

The same comments apply as for Schedule 1.

Schedule 4: Training provisions

Delete if there is no training provision Schedule 5: Press release

Attach press release.

Ends of notes

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