

UK-IPipp46

Copyright or patent licence agreement

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Schedule 1: The Licensed Patent

Schedule 2: Publicity / Announcements

- [illegible]

3. Warranties for authority

Each of the parties warrants to ■■■■■■:

- [illegible]

4. Relationship of parties

- 4.1. Nothing in this agreement shall create a partnership, agency or other relationship between the parties, other _____.
- 4.2. Neither party shall have, nor represent that it _____, _____, _____.

5. Entire agreement

- 5.1. This agreement contains the entire [REDACTED]
[REDACTED].
- 5.2. No express or implied licence of the [REDACTED]
[REDACTED].
- 5.3. Conditions, warranties or other terms implied by [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
- 5.4. Each party acknowledges that, in entering into this agreement, [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
- 5.5. As an exception to the last [REDACTED], [REDACTED]
[REDACTED]:
- [Enter list [REDACTED]
[REDACTED]]

6. Inventor's representations as to the Licensed Patent

[illegible]

- [illegible]

7. The licence of the Licensed Patent


- 7.1. The Licensee acknowledges that the Inventor owns all right, title and interest in and to the Licensed Patent [redacted].
- 7.2. For the licence fee of £ [500,000], [receipt of which the Inventor now acknowledges] and [redacted], [redacted], [redacted] - [redacted] [redacted] [redacted] [redacted] [redacted] / [redacted]], [redacted].
- 7.3. The Licensee shall not promote or sell the Licensed Patent [redacted] / [redacted], [redacted].
- 7.4. This licence may not [redacted], [redacted]:
- 7.4.1 that the Inventor approves [redacted] ([redacted]);
- 7.4.2 that the assignee enters into an agreement directly with the Inventor [redacted], [redacted];
- 7.4.3 that the Inventor is released from [redacted] / [redacted];
- 7.4.4 the sub-licence is non-assignable.
- 7.5. It is a condition of this licence that every [redacted]: “[redacted]”.
- 7.6. Expiry of any patent, trademark or third party [redacted] [redacted].

- [illegible]

10. Royalty calculation

- 10.1. In this paragraph, "Net Sales Value" means the [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED] - [REDACTED].
- 10.2. The Royalty is [REDACTED] [REDACTED].
- 10.3. Royalty is payable for [REDACTED] [REDACTED] [REDACTED] [REDACTED].
- 10.4. On or before [day / date] in each [month / year] the [REDACTED], [REDACTED], [REDACTED], [REDACTED].
- 10.5. The Licensee shall pay [REDACTED].

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


12.4. 

[illegible][illegible]

14. The measure of damages

[illegible][illegible]

15. Publicity / Announcements

15.1.  .


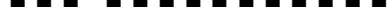


OR






















15.2. No party shall:

15.2.1 make any public announcement; or

15.2.2 disclose any information; or


[illegible]

15.3.  ,  ,  ,  .

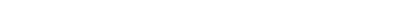
15.4.                                                                                     

16. Miscellaneous matters

[illegible][illegible][illegible]

16.4.  .

[illegible][illegible][illegible]

16.8. 

[illegible]

[illegible][illegible]

16.17. $\frac{1}{2} \int_0^1 \frac{1}{x^2} dx$, $\frac{1}{2} \int_0^1 \frac{1}{x^2} dx = \frac{1}{2} \left[-\frac{1}{x} \right]_0^1 = \frac{1}{2} \left(-\frac{1}{1} + \frac{1}{0} \right) = \frac{1}{2} \left(-1 + \infty \right) = \frac{1}{2} \left(\infty - 1 \right) = \frac{1}{2} \left(\infty \right) = \infty$.

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

Schedule 1: The Licensed Patent

Schedule 2: Publicity / Announcements

Explanatory notes:

Copyright or patent licence agreement

General notes

1. Recognition of our copyright in this document

[illegible]

Once you have edited the document for final use, you may remove the ■ ■ ■
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2. Document review service

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Paragraph specific notes

Notes numbering refers to paragraph numbers.

1. Definitions

[illegible]

By all means use the search/replace function in your word processor to change a defined term. If you do, make sure it ■■■■■■■■■■■■■■■■■■■■■■
■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.

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

[illegible]

4. Relationship of parties

We have no comment

5. Entire agreement

[illegible]

6. Inventor's representations as to the Licensed Patent

[illegible]

7. The licence of the Licensed Patent

[illegible][illegible]

8. Terms of sub-licences

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

12. Confidential Information

[illegible][illegible]

13. Indemnity by Licensee

Very widely worded to give

14. The measure of damages

[illegible]


The second sub-paragraph also reinforces what may already be the

[illegible]

15. Publicity / Announcements

[illegible]

16. Miscellaneous matters

A number of special points. We have identified each of these as 

Rights of Third Parties Act -

A patent is protected in the ,
 ,
.

Attach press release.

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