

ZA-IPipp46

## **Copyright or patent licence agreement**

# Content

1. Definitions
2. Interpretation
3. Warranties for authority
4. Relationship of parties
5. Entire agreement
6. Inventor's representations as to the Licensed Patent
7. The Licence of the Licensed Patent
8. Terms of sub-licences
9. Protection of Licensed Patent
10. Royalty calculation
11. Third party infringement
12. Confidential Information
13. Indemnity by Licensee
14. The measure of damages
15. Publicity / Announcements
16. Miscellaneous matters

Schedule 1    The Licensed Patent

Schedule 2    Publicity / Announcements

This agreement is dated [date] :

[Brian Badger], of [full address] ( “ ”);

[Euro Patents Galore Ltd], a company incorporated in the Republic of South Africa,  
whose [registered office / main place of ] [ ], ( “ ”).

It is now agreed as follows:

## 1. Definitions

“Confidential Information” means all information about the parties to this agreement, including any information which may give a commercially competitive advantage

:

data or information relating to product plans,  
marketing strategies, finance, operations,  
customer relationships, customer profiles,

.

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“Derived Product” means a product intended to exploit the Licensed Patent or some part of which

.

“Licensed Patent” means the patents, full particulars of which are 1 .

"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

]

[

]

“Person” means a human individual, a corporate entity, a partnership, a governmental authority and any organisation which is managed or controlled as a unit. A reference to a Person includes reference to that Person’s successors, legal

representatives, permitted assigns and any  
Person to whom

“Royalty” means the sums payable from time to time

“sell” and “sale” in connection with the Licensed Patent, means

“sub-licensee” means a Person who takes a sub-licence of

## 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. 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 translation of this agreement in any other language, the English language version shall prevail. If a version of this agreement

### 3. Warranties for authority

Each of the parties warrants to :

- 3.1. [he / it] is properly registered and operates under the laws of the [country / state / province] of its ;
- 3.2. Each of the parties warrants that it is not insolvent and knows of no circumstance which would entitle any creditor to appoint a receiver or to petition .
- 3.3. Each of the parties warrants that its performance :
- 3.3.1 conflict with any law or governmental regulation in any jurisdiction in which ;
- 3.3.2 constitute a default (or event which with the giving of notice or lapse of time, would become a default)

### 4. Relationship of parties

- 4.1. Nothing in this agreement shall create a partnership,

- 4.2. Neither party shall have, nor represent that it ,

## 5. Entire agreement

5.1. This agreement contains the entire

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5.2. Each party acknowledges that, in entering into this agreement,

, ,

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5.3. No express or implied licence of the

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5.4. Conditions, warranties or other terms implied by

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5.5. As an exception to the last

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:

*[Enter list  
]*

## 6. Inventor's representations as to the Licensed Patent

The Inventor :

6.1. the Inventor is the owner

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;

6.2. to the best of the knowledge of the

,

;

6.3. use of the Licensed Patent by

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;

6.4. *[the Inventor shall not*

*].*

## 7. The Licence of the Licensed Patent

7.1. The Licensee acknowledges that the Inventor owns all right, title and

7.2. For the licence fee of [R[00000], [receipt of which the Inventor now acknowledges] and the

7.3. The Licensee shall not promote or sell the Licensed Patent [ / ,]

7.4. This Licence may not :

7.4.1 that the Inventor approves ( );

7.4.2 that the assignee enters into an agreement directly with the Inventor ,

7.4.3 that the Inventor is released from / ;

7.4.4 the sub-licence is non-assignable.

7.5. It is a condition of this Licence that every : “[ ]”.

7.6. Expiry of any patent, trademark or third party

7.7. This Licence does not affect or reduce the right of the Inventor

7.8. So far as any goodwill is generated

## 8. Terms of sub-licences

8.1. So long as this Licence

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8.1.1 the sub-licence -

- ;

8.1.2 the terms of each sub-

OR

8.1.3 each sub-licence

8.2. A sub-licence purportedly ,

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8.3. On no account shall the Licensee represent -

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- .

## 9. Protection of Licensed Patent

The Licensee agrees that it will:

9.1. not claim nor register any intellectual

;

9.2. [not represent that the Licensee is the

].



9.3. [use its best endeavours to notify all Persons

].

9.4. not [within ten years] create, write or make any new

9.5. not use the name "[ ]"

9.6. not remove any identification or reference

9.7. not publish any

9.7.1 denigrate the Inventor or

9.7.2 reduce the value

## 10. Royalty calculation

10.1. In this paragraph, "Net Sales Value" means the

10.2. The Royalty is [ ]

10.3. Royalty is payable for [ ]  
[ ].

10.4. On or before [day / date] in each [month / year] the

10.5. The Licensee shall pay

10.6. Royalty payment shall be made

10.7. Payments shall be considered to have

10.8. Payments due but unpaid on the due date shall bear interest at a rate  
[ 8 %],

10.9. Any tax which the Licensee is required by law

10.10. If money is withheld on account of tax, the Licensee shall

10.10.1 a written receipt for the tax paid;

10.10.2 other documentation necessary or desirable to enable

10.11. If tax is payable or money with held, the cost shall be borne by the

10.12. The Licensee shall keep complete and accurate records and books

10.13. The Inventor shall have the right, at its own cost and expense,

10.14. Such accountants will have access on reasonable notice to the  
Licensee's records during reasonable business hours for the

10.15. The accountants shall be instructed to disclose to

10.16. If any underpayment by the Licensee is greater than [ten percent (10%)] of the amount

10.17. The provisions of

## 11. Third party infringement

11.1. If either party becomes in any way aware

11.2. The Inventor shall have the first right, but not the

11.3. The Inventor must notify the Licensee within [28]

11.4. The Licensee agrees to co-operate with the Inventor in any litigation or other enforcement action that the Inventor

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 Inventor arising out of the Inventor's handling of or decisions concerning

11.8. If the Inventor 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.

## 12. Confidential Information

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 12.1.6 ( ).

12.2. This paragraph does not apply to disclosure:

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 12.2.3 , ( , ) , .  
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## 13. Indemnity by Licensee

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13.2. its breach of this agreement;

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## 14. The measure of damages

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14.2.

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## 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

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## 16. Miscellaneous matters

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

**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

### Paragraph specific drafting notes

#### 1. Definitions

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really

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

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

#### 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 web site 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

#### 6. Inventor's representations as to the Licensed Patent

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.

## **7. The Licence of the Licensed Patent**

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

## **8. 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 him. They should be standard and inflexible, so far as possible - easy for products sold via the Internet but less

Other terms could be included here by way of definition

## **9. Protection of Licensed Patent**

When you grant the licence, you specify exactly what it covers. This paragraph restrictions on the Sub-licensee in many areas. We suggest that

We now mention the last sub-paragraph. It is an absolute defence to a defamation claim that the words complained of are true. However, this might charge; it may not be the same in all

## **10. Royalty calculation**

We have provided a complete proposal.

## **11. 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 inadequate. When litigation happens, the parties have to move fast. We have provided you with a complete procedure.

## **12. Confidential Information**

We have included this paragraph because a business has so many secrets which could easily be stolen that some safeguard is sensible. You should consider

This is a long provision. It is

## **13. Indemnity by Licensee**

Very widely worded to give

## **14. The measure of damages**

The first sub-paragraph gives contractual force to

The second sub-paragraph also re-inforces what may already be



An order of the Court

## **15. Publicity / Announcements**

This paragraph is largely to protect from

## **16. Miscellaneous matters**

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

## **Schedule 1 The Licensed Patent**

A patent is protected in the

However, we recommend that the full description,

## **Schedule 2 Publicity / Announcements**

Attach press release.

**End of Notes**