

DATED

(1) << >>

(2) << >>

COPYRIGHT LICENCE

THIS AGREEMENT is made the day of

BETWEEN:

- (1) <<Name of Licensor>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<Address>> ("the Licensor") and
- (2) <<Name of Licensee>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<Address>> ("the Licensee")

WHEREAS:

- (1) The Licensor owns the intellectual property rights in the Works listed in Schedule 1.
- (2) The Licensee wishes to use the works listed in Schedule 1 in the Project detailed in Schedule 2.
- (3) The Licensor wishes to grant a licence to the Licensee to use the intellectual property rights in the Works listed in Schedule 1 in accordance with the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Confidential Information"	means information relating to this Agreement, any business information relating to either Party, and any other information which either Party may describe as confidential;
"Effective Date"	means [the date of this Agreement] OR [<<insert date>>];
"Gross Receipts"	means all sums arising from the sale of the Project Works before any deductions of any nature are made;
"Licensed Rights"	means the copyright [and any and all other intellectual property rights] subsisting in the Works;
"Net Receipts"	means the Gross Receipts of the Project Works subject to deductions for value added tax, other sales tax, packaging, transportation and insurance [and any other industry-specific normally deductible costs];
"Project"	means the use to which the Licensee will put the Works and the Licensed Rights as set out in Schedule 2;

“Project Works”	means	produced by the Licensee
	which t	
“Quarter”	means	which shall end on 31 st
	March,	er and 31 st December
	respec	shall begin on the
	Effectiv	arter shall end on the date
	of term	agreement;
“Term”	means	ement as set out in
	Clause	
“Territory”	means	territory>>; and
“Works”	means	odule 1.

- 1.2 Unless the context otherwise requires, the following definitions apply in this Agreement to:
- 1.2.1 “writing”, and any other form of communication effected by facsimile transmission or similar means;
 - 1.2.2 a statute or a provision of law, or a provision as amended or otherwise in force at the relevant time;
 - 1.2.3 “this Agreement” is the Agreement and each of the Schedules as amended or otherwise in force at the relevant time;
 - 1.2.4 a Schedule is a schedule of the Agreement;
 - 1.2.5 a Clause or paragraph is a Clause or paragraph of this Agreement (other than the Schedules) or a Clause or paragraph of the relevant Schedule; and
 - 1.2.6 a “Party” or the “Parties” are the parties to this Agreement.
- 1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of the Agreement.
- 1.4 Words imparting the singular shall include the plural and vice versa.

2. Grant of Rights

The Licensor hereby grants to the Licensee a non-exclusive licence (the “Licence”) within the Territory and over the Licensed Rights and the Project Works solely for the purposes of the Project.

3. Scope of Licence

- 3.1 The Licensee may not:
- 3.1.1 use the Licensed Rights for any purposes other than those which are directed by the Licensor;
 - 3.1.2 use the Licensed Rights in any manner outside the Territory;
 - 3.1.3 use any part of the Licensed Rights which is not covered by the Licence or that falls outside of the definitions of the Licensed Rights set out in Schedule 1; or

- 3.1.4 use any rights subs... do not form part of the Licensed Rights.
- 3.2 The Licensee shall [not] be... b-licence, sub-contract or otherwise transfer the bene... part of it to a third party [without the prior written c... such consent not to be unreasonably withheld].
4. **[Licensor's Rights and Obligations]**
- 4.1 During the Term and within... the licence granted under Clause 2 is an exclusive lice...
- 4.1.1 the Licensor shall no... nsed Rights; and
- 4.1.2 the Licensor shall no... s of the Licensed Rights.
- 4.2 Nothing in this Agreement... or's freedom to use or to grant any licenses of the Lic... Territory at any time.]
5. **Licensee's Rights and Obligations**
- 5.1 The Licensee shall be fully... of the Licensed Rights and of the Works and for all work... the Project.
- 5.2 The Licensee shall be the s... and of the Project Works and the Licensor shall have... the Project or the Project Works.
6. **Waiver of Moral Rights**
- The Licensor hereby waives all mo... arising out of Chapter IV of the Copyright, Designs and Patents...
7. **Payment, Royalties and Records**
- 7.1 On the Effective Date, the L... Licensor:
- 7.1.1 the sum of £<< >>... in consideration for the Licence under this A...
- 7.1.2 an advance against r... ("Advance").
- 7.2 Following the complete rec... e from Net Receipts, the Licensee shall pay to the Li... ert percentage>>% of the Net Receipts of the Project... accordance with sub-Clause 7.3.
- 7.3 Within <<insert period>> of... the Licensee shall submit to the Licensor a written sta... ss and Net Receipts from the Project Works exploited... the royalties due therefor.
- 7.4 The royalties payable for ea... d within <<insert period>> of the end of that Quarter.
- 7.5 The Licensee shall be requi... books of account detailing all information required for... yalties payable under this

- Agreement.
- 7.6 The Licensors shall have the right, at any time, to inspect and audit the licensee's books of account kept by the licensee under sub-Clause 7.5, to verify the accuracy of the royalties paid. Any such inspection shall be conducted during the normal working hours of the Licensors unless an inspection is required by the Licensors unless an underpayment of royalties is identified by such inspection in which case the inspection shall be borne by the Licensee.
- 7.7 In the event that a shortfall is identified by the Licensors under sub-Clause 7.5, the Licensee shall immediately pay to the Licensors any such shortfall.
8. **Licensors' Warranties**
- 8.1 The Licensors hereby warrant that:
- 8.1.1 the Licensed Rights are owned exclusively and absolutely by the Licensors and they have the right to license them to the Licensee;
- 8.1.2 no third party has claimed the same at the Effective Date;
- 8.1.3 to the best of its current knowledge [after due and diligent enquiry], the Licensee is not infringing (nor threatened to infringe) the Licensed Rights (nor threatened to infringe) by any third party;
- 8.1.4 to the best of its current knowledge [after due and diligent enquiry], no third party has infringed the Licensed Rights at any time prior to the Effective Date; and
- 8.1.5 nothing in the Works is obscene, illegal, dishonest, defamatory, untrue, or otherwise unlawful, and nothing in the Works will infringe the common law or statutory rights of any third party.
- 8.2 The Licensors give no warranties beyond those detailed in sub-Clause 8.1. The Licensee represents that the Works, the Licensed Rights and any other matter are not infringing the rights of any third party.
9. **Licensee's Warranties**
- The Licensee hereby warrants and represents that:
- 9.1 it has the right to enter into the License Agreement;
- 9.2 it shall pay all sums due under the License Agreement in accordance with Clause 7; and
- 9.3 it shall not exceed the rights granted by the License Agreement.
10. **Indemnity**
- 10.1 The Licensee shall indemnify the Licensors against any claim, loss, damage, proceedings or expenses howsoever arising, directly or indirectly, from the Licensee of any of its obligations or warranties as set out in the License Agreement.

this Agreement.

10.2 The Licensor shall indemnify the Licensee against any claim, loss, damage, proceedings or expenses howsoever arising, directly or indirectly, in connection with or non-performance by the Licensor of any of its obligations or warranties as set out in this Agreement.

10.3 The indemnities set out in sub-Clause 10.2 shall apply provided that in all cases the indemnified party shall take all such steps as are reasonably possible of any

10.3.1 notify the indemnifying party as soon as is reasonably possible of any claim, loss or damage

10.3.2 consult the indemnifying party as to the action to be taken in dealing with any such matter

10.3.3 make no agreement to settle or to pay the payment of any sum without the prior agreement of the indemnifying Party, such agreement not to be unreasonable

11. Proceedings

11.1 The Licensee shall inform the Licensor if it becomes aware of any:

11.1.1 Infringement, actual or potential, of the Licensed Rights; or

11.1.2 Claims that the Work infringes the rights of any third party.

11.2 In the event of any infringement or claim covered by sub-Clause 11.1:

11.2.1 the Licensor shall decide what action shall be taken;

11.2.2 the Licensor shall be entitled to direct the conduct of any claims or proceedings;

11.2.3 the Licensee shall provide such assistance that may be reasonably required by the Licensor to conduct any claims or proceedings;

11.2.4 the Licensor shall reimburse the Licensee for any reasonable costs or expenses (including legal fees) incurred by the Licensee in rendering assistance under sub-Clause 11.2.3;

11.2.5 the Licensor shall be entitled to bring claims or proceedings and shall be solely entitled to recover any sums or damages recovered from a third party in connection with such claims or proceedings.

12. Confidentiality

12.1 Both the Licensor and the Licensee shall keep confidential all information that they shall, except as provided by sub-Clause 12.1.2, disclose in writing by the other, at all times during the continuance of this Agreement and [for <<insert period>> years] after its termination:

12.1.1 keep confidential all Confidential Information;

12.1.2 not disclose any Confidential Information to any other party;

- 12.1.3 not use any Confidential Information for any purpose other than as contemplated by this Agreement;
- 12.1.4 not make any copies of Confidential Information or part with possession of any Confidential Information;
- 12.1.5 ensure that (as applicable) its directors, officers, employees, agents or advisers do not use Confidential Information by that Party, would be in breach of the provisions of sub-Clauses 12.1.1 to 12.1.4.
- 12.2 Subject to sub-Clause 12.3, a Party may disclose any Confidential Information to:
- 12.2.1 any of their sub-contractors;
- 12.2.2 any governmental or regulatory body; or
- 12.2.3 any of their employees or agents, or any party described in sub-Clauses 12.2.1 or 12.2.2, provided that the disclosure is only to the extent that is necessary for the purposes of the Agreement, or as required by law. In each case the disclosing Party must inform the recipient that the Confidential Information is disclosed and that the recipient is a body described in sub-Clause 12.2.1, 12.2.2 or 12.2.3. If the recipient is an employee or officer of such a body, the disclosing Party must also submit to the other Party a written undertaking from that employee or officer not to disclose Confidential Information or use Confidential Information for which the disclosure is made.
- 12.4 Either Party may use any Confidential Information for any purpose, or disclose it to any other party, where the Confidential Information is or becomes public knowledge through no fault of that Party.
- 12.5 When using or disclosing Confidential Information under sub-Clause 12.4, the disclosing Party must ensure that it does not disclose any part of that Confidential Information which is not necessary for that purpose.
- 12.6 The provisions of this Clause shall be subject to the force in accordance with the terms of the Agreement for any reason.

13. Term and Termination

- 13.1 This Agreement shall come into force on the Effective Date and shall continue in force for a period of (the "Term") unless otherwise terminated in accordance with Clause 13.3.
- 13.2 The Term may be renewed in accordance with the conditions as set out in Clause 13.2.1. The renewal term shall be for a term of (the "Term") upon the mutual consent of both Parties.
- 13.3 Either Party has the right to terminate the Agreement immediately by written notice if the other:
- 13.3.1 has committed a material breach of the Agreement, unless such breach is capable of being remedied and the Party has failed to remedy the breach within <<30 days>> of the date of written notice to do so;
- 13.3.2 has an encumbrance (including a charge or mortgage) on its property (being a company) has a receiver appointed over its assets;

13.3.3 holds a meeting of the creditors for the purpose of making arrangements, moratorium, suspension of proceedings, same (including an order under the Insolvency Act 1986) or an administration order.

13.3.4 has (being an individual or a company) or has (being a company) entered into an amalgamation or reorganisation with another company resulting in the company assuming the obligations of the other company or

13.3.5 ceases, or threatens

13.4 Sub-Clause 13.3 shall also
of the provisions of that sub-

13.5 Any and all obligations of the parties shall continue beyond the termination of this Agreement and shall survive termination and expiration of this Agreement.

14. Post Termination

14.1 Upon the termination of this

14.1.1 immediately cease
accept any new order

14.1.2 immediately cease all Works (save for any Work that remains in force); and

14.1.3 where the termination of the License is initiated by the Licensor the option of the Licensee to purchase the remaining stocks of the Licensed Product shall be terminated and the Licensee shall have no possession or control over the Licensed Product.

14.1.4 where the termination of the License is initiated by the Licensor the option of the Project Works and the Project Works shall be sold at such price that the Licensor

14.2 In the event that the Licensee shall be required to remain.

15. Non-Assignment of Agreement

Neither Party shall assign, transfer to any third party the benefit and/or consent of the other, such consent

16. Notices

16.1 All notices under this Agree

poses, enters into any or for the benefit of the ent as defined by the), becomes subject to an e Insolvency Act 1986);

by order made against it or
except for the purposes of
such a manner that the
debt is to be bound by or
liable under this Agreement);

business.

nothing analogous to any law of any jurisdiction.

Expressly or by their nature
Expiration of this Agreement

on, the Licensee shall:

ect Works and shall not

Licensed Rights and the other agreement which

Licensee's breach, offer to the lowest price, the Licensee's any related materials in its

for's breach, offer to the
see's remaining stocks of
s possession or control, at
le.

Exercise the options set out in a partial purchase, the stocks and materials which

Other manner make over
nt without the prior written
withheld.

and be deemed duly given

SAMPLE

if signed by the Party giving
as appropriate.

authorised officer thereof,

16.2 Notices shall be deemed to

16.2.1 when delivered, if d
registered mail) durin

her messenger (including
ours of the recipient; or

16.2.2 when sent, if trans
transmission report c

e-mail and a successful
ted; or

16.2.3 on the fifth busines
ordinary mail, postag

g, if mailed by national

16.2.4 on the tenth busin
postage prepaid.

ng, if mailed by airmail,

16.3 All notices under this Agr address, e-mail address, or

ssed to the most recent
to the other Party.

17. Force Majeure

Neither Party to this Agreement sh
their obligations where such failure
reasonable control of that Party. S
failure, Internet Service Provider
storms, earthquakes, acts of terrori
event that is beyond the control of t

ure or delay in performing
y cause that is beyond the
are not limited to: power
, civil unrest, fire, flood,
mental action or any other

18. No Waiver

The Parties agree that no failure b
provision in this Agreement shall
enforce that provision or any other
be deemed to be a waiver of any
constitute a continuing waiver.

e the performance of any
the right to subsequently
ent. Such failure shall not
ent breach and shall not

19. Severance

The Parties agree that, in the ev
Agreement is found to be unlawfu
provisions shall be deemed sever
remainder of this Agreement shall b

of the provisions of this
unenforceable, that / those
of this Agreement. The

20. Law and Jurisdiction

20.1 This Agreement (including a
therefrom or associated the
accordance with, the laws of

ers and obligations arising
ed by, and construed in

20.2 Any dispute, controversy, pr
this Agreement (including a
therefrom or associated the
of England and Wales.

een the Parties relating to
ers and obligations arising
e jurisdiction of the courts

IN WITNESS WHEREOF this Agreement

ed the day and year first

SIGNED by

<<Name and Title of person signing for Lic
for and on behalf of <<Licensor's Name>>

In the presence of

<<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signing for Lic
for and on behalf of <<Licensee's Name>>

In the presence of

<<Name & Address of Witness>>

S
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SC

Works

<<insert details of the works to be licensed

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SC

Project

<<insert details of the Licensee's project / i s and Licensed Rights>>

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