

DATED

(1) << >>

(2) << >>

QUOTATION / EXTRACT LICENCE AGREEMENT

THIS AGREEMENT is made the day of

BETWEEN:

- (1) <<Name of Author>> of <<Address>> (“the Author”) 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 Author has written the work entitled ‘<<insert title>>’ (the “Work”).
- (2) The Licensee wishes to publish the quotations and/or extracts (hereinafter known as the “Extracts”) detailed in Schedule 1 in its own work (the “Licensee’s Work”).
- (3) The Author wishes to grant a licence to the Licensee to publish the Extracts 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:

- | | |
|-------------------------|--|
| “Effective Date” | means [the date of this Agreement] OR [<<insert date>>]; |
| “Licence” | means the licence to use the Extracts subject to the terms and conditions of this Agreement; and |
| “Fee” | Means the sum payable in consideration for the grant of the Licence and the use of the Extracts by the Licensee. |

1.2 Unless the context otherwise requires, each reference in this Agreement to:

- 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
- 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 1.2.3 “this Agreement” is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;
- 1.2.4 a Schedule is a schedule to this Agreement;
- 1.2.5 a Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule; and
- 1.2.6 a "Party" or the "Parties" refer to the parties to this Agreement.

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- 1.3 The headings used for convenience only and shall have no effect upon the interpretation.
- 1.4 Words imparting the singular shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.

2. **Copyright**

- 2.1 All copyright in the Work in its entirety shall be retained by the Author at all times.
- 2.2 Title to the Work shall remain with the Author at all times.

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3. **Use of Extracts and Licences**

- 3.1 The Licence shall take effect from the Effective Date and shall continue for the full period of copyright protection under Section 12 of the Copyright, Designs and Patents Act 1988, or any subsequent Act, as set out in Clause 1.5, or until the Licensee's Work is no longer in copyright, whichever is the longer, unless otherwise stated in writing.
- 3.2 The Licensee may copy, reproduce, publish, distribute, perform, display, or otherwise use the Licensee's Work (including, but not limited to, any and all derivative works or adaptations of the Licensee's Work). The Licensee may not use the Licensee's Work for any other works or for any other purposes without the prior written permission of the Author.
- 3.3 The Licensee may use the Licensee's Work in all languages] OR [only in the language(s) specified in the Licensee's Work.
- 3.4 The Licensee may not assign, sub-license, or otherwise transfer the Licensee's Work or the Licence to any third party without the Author's prior written permission.

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4. **Non-Exclusivity**

- 4.1 The Licence shall be non-exclusive. The Author reserves the right to use the Work in its entirety for any purposes.
- 4.2 In the event that the Author assigns, sub-licenses, or otherwise transfers to and rights in the Work to a third party, such assignment, sub-licence, or transfer shall be on the terms of the Licence and shall not affect the rights of the Licensee under this Agreement.

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5. **Moral Rights and Acknowledgements**

- 5.1 The Author hereby warrants that he/she/it is identified as the author of a literary work in accordance with the provisions of Chapter IV of the Copyright, Designs and Patents Act 1988, or any subsequent Act.
- 5.2 In all editions of the Licensee's Work, the Licensee shall include an acknowledgement of the Author's contribution. All such acknowledgements shall take the form: 'Reproduced from <<insert title of Work>> by <<insert name of Author>> by kind permission of <<insert name of Licensee>>'.

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6. Fee and Payment

- 6.1 In consideration for the Licensee's use of the Extracts, the Licensee shall pay to the Author the Fee of £<<insert amount>>.
- 6.2 The Author shall invoice the Licensee for the Fee on or before the Effective Date.
- 6.3 The Licensee shall pay the Fee to the Author within <<insert period>> of receipt of the invoice for the same.
- 6.4 If the invoice is not received by the Licensee within <<insert period>> of receipt of the invoice with sub-Clause 6.3, the Author reserves the right to charge the Licensee a late fee at a rate of <<insert percentage>>% per annum on any sum due to the Author from the payment date shown in the relevant invoice.

7. Confidentiality

The Parties shall keep confidential all information communicated between them in connection with this Agreement. Such information includes, but is not limited to, information pertaining to the Parties' respective businesses and operations.

8. Warranties and Indemnity

- 8.1 The Author hereby warrants that:
 - 8.1.1 he is free to grant the Licensee the Extracts as set out in this Agreement;
 - 8.1.2 he has the right to grant the Licensee the Extracts as set out in this Agreement.
- 8.2 The Licensee hereby warrants that:
 - 8.2.1 it has the right to use the Extracts as set out in this Agreement;
 - 8.2.2 it shall pay to the Author the Fee as set out in Clause 6; and
 - 8.2.3 it shall not exercise the Licensee's rights under this Agreement.
- 8.3 The Author shall indemnify and hold the Licensee against any claim, loss, damage, proceedings or expenses howsoever arising, in connection with this Agreement, resulting from breach or non-performance by the Author of any of its warranties or warranties as set out in this Agreement.
- 8.4 The Licensee shall indemnify and hold the Author against any claim, loss, damage, proceedings or expenses howsoever arising, in connection with this Agreement, resulting from breach or non-performance by the Licensee of any of its warranties or warranties as set out in this Agreement.

9. Termination

- 9.1 Either Party shall have the right to terminate this Agreement immediately by written notice if the other Party is in breach of this Agreement, unless such breach is caused by the Party in breach and in which case the right to terminate immediately shall be reserved to the Party in breach fails to remedy the breach within <<insert period>> of receipt of the written notice.

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en notice to do so.

9.2 In the event of
immediately cease
any further editions

Clause 9, the Licensee shall
d shall not be permitted to publish
containing the same.

10. **Non-Assignment**

Subject to Clause 4, neither
manner make over to any
without the prior written co
withheld.

transfer, sub-contract, or in any other
and/or burden of this Agreement
with consent not to be unreasonably

11. **Notices**

11.1 All notices under th
if signed by the Par
as appropriate.

writing and be deemed duly given
by a duly authorised officer thereof,

11.2 Notices shall be de

given:

11.2.1 when delive
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ier or other messenger (including
business hours of the recipient; or

11.2.2 when sent,
transmission

mile or e-mail and a successful
generated; or

11.2.3 on the fifth
ordinary mai

g mailing, if mailed by national

11.2.4 on the tent
postage prep

g mailing, if mailed by airmail,

11.3 All notices under
address, e-mail add

be addressed to the most recent
or notified to the other Party.

12. **Force Majeure**

Neither Party to this Agree
their obligations where suc
reasonable control of that
failure, Internet Service P
storms, earthquakes, acts
event that is beyond the co

any failure or delay in performing
from any cause that is beyond the
clude, but are not limited to: power
al action, civil unrest, fire, flood,
governmental action or any other
tion.

13. **No Waiver**

The Parties agree that no
provision in this Agree
enforce that provision or ar
be deemed to be a waive
constitute a continuing wai

to enforce the performance of any
diver of the right to subsequently
Agreement. Such failure shall not
subsequent breach and shall not

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14. **Severance**

The Parties agree that, if any provision of this Agreement is found to be unenforceable, the remaining provisions shall be deemed enforceable and the remainder of this Agreement shall remain in full force and effect.

For more of the provisions of this Agreement, please refer to the full Agreement. If any provision of this Agreement is found to be otherwise unenforceable, that / those provisions shall be deemed enforceable and the remainder of this Agreement shall remain in full force and effect. The remainder of this Agreement shall remain in full force and effect.

15. **Law and Jurisdiction**

15.1 This Agreement (including any amendments thereto) shall be governed by, and construed in accordance with, the law of England and Wales.

Any disputes arising out of or in connection with this Agreement shall be governed by, and construed in accordance with, the law of England and Wales.

15.2 Any dispute, controversy or claim between the Parties relating to this Agreement (including any amendments thereto) shall be referred to and finally determined by arbitration in accordance with the Arbitration Act 1996 of England and Wales.

Any dispute, controversy or claim between the Parties relating to this Agreement (including any amendments thereto) shall be referred to and finally determined by arbitration in accordance with the Arbitration Act 1996 of England and Wales.

IN WITNESS WHEREOF this Agreement has been signed and executed before written

executed the day and year first

SIGNED by
<<Name of Author>>

In the presence of
<<Name & Address of Witness>>

SIGNED by
<<Name and Title of person signing for and on behalf of <<Licensee's name>>>

In the presence of
<<Name & Address of Witness>>

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The Extracts
<<Insert Details>>

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