

DATED _____

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(2) << >>

QUOTATION / EXTRACT LICENCE AGREEMENT

THIS AGREEMENT is made the day of

BETWEEN:

- (1) <<Name of Publisher>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<Address>> (“the Publisher”) 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 Publisher holds the rights in 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 Publisher 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:

“Author”	means <<insert name>>, the author of the Work;
“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;

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1.2.5 a Clause or paragraph of this Agreement (other than a Clause or paragraph of the relevant Schedule; and

1.2.6 a "Party" or "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 this Agreement.

1.4 Words imparting the singular include the plural and vice versa.

1.5 References to any gender include the other gender.

2. Copyright

2.1 All copyright in the Work in its entirety are held by the Publisher [under [an exclusive] licence from the Author] and shall be retained by the Publisher times throughout the world.

2.2 Title to the Work shall remain with the Publisher [under [an exclusive] OR [a non-exclusive] licence] times.

2.3 [The Publisher hereby grants the right, under the terms of its licence from the Author, to the Licensee to use the Work set out under this Agreement.]

3. Use of Extracts and Licences

3.1 The Licence shall terminate on the Effective Date and shall continue for [the full period of copyright in the Work by Section 12 of the Copyright, Designs and Patent Act 1988 (or any subsequent duration of licence>>], subject to the Licensee providing a copy of the Licence as set out in Clause 5 in every edition of the Licence.

3.2 The Licensee may copy, reproduce, publish, distribute, sell, or otherwise use the Licensee's Work (including, but not limited to, any and all extracts 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.

3.3 The Licensee may use the Licensee's Work in all languages] OR [only in the <<insert language(s)>>].

3.4 The Licensee may not assign or sub-license the Licence to any third party without the Publisher's prior written permission.

4. Non-Exclusivity

4.1 The Licence shall be non-exclusive. The Publisher reserves the right to use the Work in its entirety for any purposes [, subject to the terms of its licence from the Author].

4.2 [In the event that the Publisher assigns or sub-licenses the title to and rights in the Work to a third party, such as a subsidiary, the Licensee shall not affect the rights of the Licensee under this Agreement.]

5. **Moral Rights and Acknowledgement**

- 5.1 The Author has acknowledged the right of attribution as the author of a literary work in accordance with the provisions of Chapter IV of the Copyright, Designs and Patent Act 1988.
- 5.2 In all editions of the Extracts, the Licensee shall include an acknowledgement of the right of attribution which shall take the form:
- 'Reproduced from <<insert name of Extract>> by <<insert name of Author>> by kind permission of <<insert name of Publisher>>'

6. **Fee and Payment**

- 6.1 In consideration for the Licensee's use of the Extracts, the Licensee shall pay to the Publisher the Fee of <<insert amount>>.
- 6.2 The Publisher shall be paid the Fee on or before the Effective Date.
- 6.3 The Licensee shall pay the Fee within <<insert period>> of receipt of the invoice for the same.
- 6.4 If the invoice is not paid within <<insert period>> of receipt, in accordance with sub-Clause 6.3, the Publisher reserves the right to charge interest at the rate of <<insert percentage>>% per annum on the outstanding beyond 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, all information pertaining to the Parties' respective businesses and operations.

8. **Warranties and Indemnity**

- 8.1 The Publisher hereby warrants that:
- 8.1.1 it is free to use the Extracts as set out in this Agreement;
- 8.1.2 it has the right to use 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 the Fee in accordance with Clause 6; and
- 8.2.3 it shall not exercise the right to use the Extracts in breach of this Agreement.
- 8.3 The Publisher shall indemnify the Licensee against any claim, loss, damage or expense, including reasonable legal costs or expenses howsoever arising, directly or indirectly, in connection with any breach or non-performance by the Licensee of its obligations or undertakings or warranties as set out in this Agreement.
- 8.4 The Licensee shall indemnify the Publisher against any claim, loss, damage or expense, including reasonable legal costs or expenses howsoever arising, directly or indirectly, in connection with any breach or non-performance by the Licensee of its obligations or undertakings or warranties as set out in this Agreement.

claim, loss, damage or expense arising, directly or indirectly, from any breach or non-performance by the Licensee of any of the undertakings or warranties as set out in this Agreement.

ent, costs or expenses howsoever arising, directly or indirectly, from any breach or non-performance by the Licensee of any of the undertakings 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 capable of being remedied and the Party in breach fails to remedy the breach within <<ins>> days of receipt of notice to do so.

te this Agreement immediately by written notice if the other Party is in breach of this Agreement, unless such breach is capable of being remedied and the Party in breach fails to remedy the breach within <<ins>> days of receipt of notice to do so.

9.2 In the event of termination, the Licensee shall immediately cease and shall not be permitted to publish any further editions of the Work containing the same.

Clause 9, the Licensee shall immediately cease and shall not be permitted to publish any further editions of the Work containing the same.

10. Non-Assignment

Subject to Clause 4, neither Party shall assign, sub-contract, or in any other manner make over to any third party any or all of its rights and/or burden of this Agreement without the prior written consent of the other Party, which consent not to be unreasonably withheld.

transfer, sub-contract, or in any other manner make over to any third party any or all of its rights and/or burden of this Agreement without the prior written consent of the other Party, which consent not to be unreasonably withheld.

11. Notices

11.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by the Party to whom they are addressed or by a duly authorised officer thereof, as appropriate.

writing and be deemed duly given if signed by the Party to whom they are addressed or by a duly authorised officer thereof, as appropriate.

11.2 Notices shall be deemed to have been given:

given:

11.2.1 when delivered to the recipient by hand or other messenger (including by post) during business hours of the recipient; or

by hand or other messenger (including by post) during business hours of the recipient; or

11.2.2 when sent, by post, by email or e-mail and a successful transmission is generated; or

by post, by email or e-mail and a successful transmission is generated; or

11.2.3 on the fifth business day after the date of posting by ordinary mail; or

by ordinary mail, if mailed by national

11.2.4 on the tenth business day after the date of posting by airmail, if mailed by airmail, postage prepaid.

by airmail, if mailed by airmail, postage prepaid.

11.3 All notices under this Agreement shall be addressed to the most recent address, e-mail address or notified to the other Party.

be addressed to the most recent address, e-mail address or notified to the other Party.

12. Force Majeure

Neither Party to this Agreement shall be liable for any failure or delay in performing its obligations where such failure or delay is caused by any event that is beyond the control of that Party, including but not limited to: power failure, Internet Service Provider failure, storms, earthquakes, acts of God, war, governmental action or any other event that is beyond the control of that Party.

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13. **No Waiver**

The Parties agree that no provision in this Agreement shall be deemed to be a waiver or constitute a continuing waiver

to enforce the performance of any provision or the exercise of the right to subsequently terminate this Agreement. Such failure shall not constitute a subsequent breach and shall not

14. **Severance**

The Parties agree that, if any provision of this Agreement is found to be unenforceable, the remainder of this Agreement shall be deemed enforceable.

For more of the provisions of this Agreement, see the full Agreement. The remainder of this Agreement. The Agreement shall be deemed enforceable.

15. **Law and Jurisdiction**

15.1 This Agreement (including any dispute, controversy or claim arising out of or in connection with it) 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 dispute, controversy or claim arising out of or in connection with it) shall be governed by, and construed in accordance with, the law of England and Wales.

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

executed the day and year first

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

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>>

The Extracts
<<Insert Details>>

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