

DATED _____

(1) << >>

(2) << >>

LICENCE TO USE ARCHITECT'S PLANS

THIS AGREEMENT is made the day of

BETWEEN:

- (1) <<Name of Architect>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<insert Address>> (“the Architect”) and
- (2) <<Name of Builder>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<insert Address>> (“the Builder”)

WHEREAS:

- (1) The Architect is an architect and is the owner of the copyright and all other rights in the Plans.
- (2) The Architect has agreed to grant the Rights to the Builder subject to the following terms and conditions.

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:

“Building”	means the building which the Builder intends to build at <<address>>, more fully described in Schedule 1;
“Business Day”	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in <<insert location>>;
“Confidential Information”	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
“Plans”	means architectural plans owned by the Architect copies of which have, for identification purposes, been signed by both the Architect and the Builder and annexed to this Agreement as Schedule 2; and
“Rights”	means the non-exclusive right by way of licence to: <ul style="list-style-type: none">• use and where necessary to copy the Plans solely for the purpose of constructing the Building• construct the Building in accordance with and thereby reproduce the Plans and• repair the Building from time to time in accordance with the Plans.

- 1.2 Unless the context of a reference in this Agreement to:
- 1.2.1 Words and expressions defined in the Copyright, Designs and Patents Act 1988 shall have the meanings in this Agreement;
 - 1.2.2 The expression "copyright" shall include the entire copyright, design right, rental right or prohibit lending and database right subsisting in any work by time during the Term under the laws of the United Kingdom and analogous rights subsisting now or under the laws of each and every other jurisdiction; and
 - 1.2.3 "writing", and any communication, includes a reference to any electronic or facsimile transmission or similar means of communication;
 - 1.2.4 a statute or regulation shall be a reference to that statute or regulation in force at the relevant time;
 - 1.2.5 "this Agreement" shall mean this Agreement and each of the Schedules attached to it at the relevant time;
 - 1.2.6 a Schedule shall mean a Schedule to this Agreement; and
 - 1.2.7 a Clause or paragraph shall mean a Clause or paragraph of the relevant Schedule.
 - 1.2.8 a "Party" or "parties" shall mean 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 this Agreement.
- 1.4 Words imparting the singular shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.
- 1.6 References to persons shall include corporations.

2. Grant of Rights

- 2.1 In consideration of the sum of <<sum>> paid by the Builder to the Architect (receipt of which sum the Architect acknowledges) the Architect with [full] OR [limited] title grants to the Builder.
- 2.2 The Builder may not
 - 2.2.1 use the Rights granted to it for any purposes other than those expressly set out in this Agreement;
 - 2.2.2 use the Rights granted to it in any manner outside the territory of <<insert territory>>;
 - 2.2.3 use any part of the Rights granted to it (or any works created by the Architect) that is not covered by the Rights granted to it;
 - 2.2.4 use any rights granted to it in connection with the Rights licensed to it; and
 - 2.2.5 assign or sub-license the Rights granted to it;
 - 2.2.6 permit other persons to use the Rights granted to it for the purposes of assisting the Builder in the construction, completion or use of the Building.

- 2.3 The Builder shall have access to the Plans for the purpose of enabling the repair of the Building.
3. **Moral Rights**
- The Architect asserts to the Builder that the Plans are its original work and that it is entitled to be identified on the Building as its architect in accordance with the Copyright Designs and Patents Act 1988 Sections 77 and 78.
4. **Architect's Obligations**
- The Architect agrees with the Builder that:
- 4.1 To supply to the Builder, within the period specified in the Plans, a copy of the Plans of each of the Plans.
- 4.2 If the Builder subsequently requires copies of the Plans for the purposes of the repair of the Building, the Architect shall supply copies of such Plans to the Builder for such time as the Builder may reasonably require.
5. **Architect's Warranties and Indemnities**
- The Architect warrants that:
- 5.1 The Architect is the author of the Plans and has full copyright and all other rights in the Plans and has full authority to enter into this Agreement and to give the warranties and indemnities contained in this Agreement.
- 5.2 The Plans do not infringe the copyright or any other rights of any person.
- 5.3 The Architect will keep the Builder indemnified against all losses and all damages (including any damages or compensation paid or payable by or for the Architect or its legal advisers [and after consultation with the Architect] to the extent of its approval by the Architect] to the extent of its legal costs or other expenses arising out of any breach of the warranties [or out of any claim by a third party based on an allegation of breach], would constitute such a breach].
- 5.4 The indemnities set out in 5.3 shall apply provided that in all cases the Builder shall:
- 5.4.1 notify the Architect of any claim, loss or damage;
- 5.4.2 consult the Architect in connection with any such matters;
- 5.4.3 make no agreement for the payment of any sum without the prior written approval of the Architect, such agreement not to be unreasonably withheld.
6. **Proceedings**
- 6.1 The Builder shall inform the Architect immediately if it becomes aware of any:

- 6.1.1 infringement of any of the Rights; or
- 6.1.2 claims that the Party has infringed the rights of any third party.
- 6.2 In the event of any infringement arising under sub-Clause 6.1:
- 6.2.1 the Architect shall be responsible for the conduct of any claims or proceedings to be taken;
- 6.2.2 the Architect shall provide reasonable assistance that may be required in order to conduct any claims or proceedings;
- 6.2.3 the Builder shall reimburse the Architect for any reasonable costs or expenses (including reasonable assistance under sub-Clause 6.2.2) incurred by the Architect in rendering such assistance;
- 6.2.4 the Architect shall be solely entitled to recover any claims or proceedings and shall be solely entitled to recover any costs recovered from a third party in such claims or proceedings.

7. Confidentiality

- 7.1 Each Party undertakes to keep confidential and not disclose any information authorised in writing by the other Party in writing for the continuance of this Agreement, and for a period of [insert period] years] after its termination:
- 7.1.1 keep confidential any information;
- 7.1.2 not disclose any information to any other party;
- 7.1.3 not use any information for any purpose other than as contemplated by the terms of this Agreement;
- 7.1.4 not make any information available in any way or part with possession of any information;
- 7.1.5 ensure that any disclosure by any officers, employees, agents, subcontractors or contractors of the Party, which, if done by that Party, would be a breach of any of the provisions of Clauses 7.1.1 to 7.1.4 above.
- 7.2 Either Party may:
- 7.2.1 disclose any information to:
- 7.2.1.1 any service provider of that Party;
- 7.2.1.2 any government authority or regulatory body; or
- 7.2.1.3 any other person of that Party or of any of the service providers or bodies;
- 7.2.2 disclose any information for the purposes contemplated by this Agreement (including the provision of the Services), or for the purposes of any dispute resolution process, in each case that Party shall first inform the other Party in writing of the Information in question that the Confidential Information is to be disclosed to any person or any employee or officer of any person, and shall provide to the other Party a written undertaking to the other Party in question. Such undertaking

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7.3 The provisions of th
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be in force in accordance with their
s Agreement for any reason.

8. Term and Termination

8.1 This Agreement sh
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unless otherwise te

<insert date>> and shall continue
f <<insert period>>] (the "Term")
with this Clause 8.

8.2 Either Party has the
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Sections 112

red by any person or connected
other Party on the date of this
of this Clause 8, "control" and
e meanings ascribed thereto by
of the Corporation Tax Act 2010.

8.3 For the purposes of

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- remedy if the Party respects.
- 8.4 The rights to terminate given by this Clause 8 shall not prejudice any other Party in respect of the breach concerned (if any) or
9. **Effects of Termination**
- Upon the termination of this Agreement:
- 9.1 the licence granted to the Builder shall immediately terminate and the Builder shall immediately terminate the Rights and the Plans;
- 9.2 any sum owing by either Party under any of the provisions of this Agreement shall be due and payable;
- 9.3 all Clauses which, in their nature, relate to the period after the expiry or termination shall remain in full force and effect;
- 9.4 termination shall not affect the right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other remedy which any Party may have in respect of its Agreement which existed at or before the date of termination;
- 9.5 subject as provided in Clause 7, neither Party shall be liable to the other except in respect of any accrued obligations or obligation to the other; and
- 9.6 each Party shall (either before or after termination) cease to use, either directly or indirectly, any Confidential Information, and shall immediately return or destroy any documents in its possession or control which contain Confidential Information.
10. **No Waiver**
- No failure or delay by either Party shall be deemed to be a waiver of any provision of this Agreement or any breach of the same or any of its rights under this Agreement by either Party of a breach to be a waiver of any subsequent breach.
11. **Further Assurance**
- Each Party shall execute all deeds, documents and things as may be necessary to carry out the Agreement into full force and effect.
12. **Costs**
- Subject to any provisions to the contrary, each Party to this Agreement shall pay its own costs of and incidental to the preparation, execution and carrying into effect of this Agreement.

13. **Relationship of the Parties**

Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency or other contractual relationship except as expressly provided in this Agreement.

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14. **Third Party Rights**

No part of this Agreement shall be deemed to confer any rights on any third parties and the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

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15. **Notices**

15.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, an authorised officer of the Party giving the notice.

All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, an authorised officer of the Party giving the notice.

15.2 Notices shall be deemed to have been given:

to have been given:

15.2.1 when delivered to the recipient by a registered messenger or other messenger (including a courier) during business hours of the recipient; or

when delivered to the recipient by a registered messenger or other messenger (including a courier) during business hours of the recipient; or

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

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

15.2.3 on the fifth business day after mailing, if mailed by national ordinary mail; or

on the fifth business day after mailing, if mailed by national ordinary mail; or

15.2.4 on the tenth business day after mailing, if mailed by airmail, postage prepaid; or

on the tenth business day after mailing, if mailed by airmail, postage prepaid; or

In each case notice shall be deemed to have been given to the most recent address, e-mail address, or facsimile number of the Party giving the notice.

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16. **Entire Agreement**

16.1 This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and shall not be modified except by an instrument in writing signed by the authorised representatives of the Parties.

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16.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation or warranty or provision except as expressly provided in this Agreement and shall not be entitled to rely on any representation or warranty or provision implied by statute or common law.

Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation or warranty or provision except as expressly provided in this Agreement and shall not be entitled to rely on any representation or warranty or provision implied by statute or common law.

17. **Counterparts**

This Agreement may be executed in multiple counterparts and by the Parties to it on separate occasions and each such counterpart shall be an original, but all such counterparts together shall constitute one and the same instrument.

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18. **Severance**

In the event that one or more provisions of this Agreement are found to be unlawful, invalid or otherwise unenforceable, those provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

19. **Dispute Resolution**

19.1 The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through their appointed representatives who have the authority to settle the dispute.

19.2 [If negotiations under this clause do not resolve the matter within <<insert period>> of the date of the dispute, the parties will attempt to resolve the dispute through an agreed Alternative Dispute Resolution (ADR) procedure.]

19.3 [If the ADR procedure does not resolve the matter within <<insert period>> of the date of the dispute, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.]

19.4 The seat of the arbitration shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed by the Parties. In the event that the Parties are unable to agree on a set of Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President of the Chartered Institute of Arbitrators for the appointment of a set of Rules and for any decision on rules that may be required.

19.5 Nothing in this Clause shall prevent either Party or its affiliates from applying to a court for an injunction or other relief.

19.6 The Parties hereby agree that the outcome of the final method of dispute resolution under this Clause shall be final and binding on both Parties.

20. **Law and Jurisdiction**

20.1 This Agreement (including any dispute arising out of or relating to it) shall be governed by, and construed in accordance with, the law of England and Wales.

20.2 Subject to the provisions of this Clause, any dispute, controversy, proceedings or claim between the Parties arising out of or relating to this Agreement (including any non-contractual matters) shall fall within the jurisdiction of the courts of England and Wales.

IN WITNESS WHEREOF this Agreement is
before written

SIGNED by

<<Name and Title of person signing
for and on behalf of <<Architect Name>>

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

SIGNED by

<<Name and Title of person signing
for and on behalf of <<Builder Name>>

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

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executed the day and year first

The Building

<<Insert a detailed description of the building constructed using the Plans>>

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The Plans

<<Attach a suitable copy of the Plans to the subject matter of this Agreement>>

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