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THIS AGREEMENT is made the

BETWEEN:

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

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WHEREAS:

- (1) The Licensor [has developed] industrial designs and the intellectual property rights subsisting therein in <<Product Design Specification(s) set out in Schedule 1>>
- (2) The Licensee wishes to use <<Product Design Specification(s) set out in Schedule 1>> in order to manufacture, use, sell, or otherwise deal in the Product(s) in <<insert location>>
- (3) The Licensor is willing to, and does hereby, grant a licence to the Licensee, subject to the terms and conditions set out in Schedule 2, to use the industrial designs and the intellectual property rights subsisting therein to manufacture, use, sell, or otherwise deal in the Product(s) in <<insert location>>

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IT IS AGREED as follows:

1. Definitions and Interpretation

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

“Business Day”

means any day (other than Saturday or Sunday) on which the offices of the Parties are open for their full range of business hours at <<insert location>>;

“Confidential Information”

means information disclosed by either Party, information which is confidential to the other Party pursuant to this Agreement (whether orally or in writing, in any form or by any medium, and whether or not the information is expressly stated to be confidential or otherwise confidential) and shall include, but not be limited to, information which is not publicly known with respect to <<Product Design Specification(s) set out in Schedule 1>> and any other commercially sensitive information of either Party regardless of its nature;

“Effective Date”

means <<insert date>>] **OR** [the date of this Agreement]

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“Gross Receipts”

ing from the sale of the Product(s)
s of any nature are made;

“Initial Fee”

ment due from the Licensee to the
n sub-Clause 4.1;

“Intellectual Property Rights”

t, Registered Designs (as set out
d Design Rights [and any other
rights] subsisting in the Product(s)
Design Specification(s) for the full
ions and renewals;

“Licensor’s Trade Marks”

mark(s) belonging to the Licensor
ied to the Product(s) as specified

“Net Receipts”

ceipts from the Product(s) subject
AT, other sales tax, packaging,
nsurance [and any other industry-
uctible costs];

“Premises”

ee’s manufacturing facilities at

“Product(s)”

) detailed in Schedule 1 which are
d by the Licensee under this
reference to “the Product(s)” shall
de a reference to all Intellectual
isting therein;

“Product Design Specification(s)”

specification(s) of the Product(s),
which are set out in Schedule 1,
ce to “the Product Design
be deemed to include a reference
erty Rights subsisting therein;

“Quarter”

th period which shall end on 31
0 September, and 31 December
rst Quarter shall begin on the
he final Quarter shall end on the
r expiry of this Agreement;

“Representatives”

to either Party, its employees,
ves, and advisors;

“Royalty / Royalties”

payable by the Licensee to the
Net Receipts in accordance with

“Term”

is Agreement as set out in Clause

“Territory”

ription of the territory>>.

1.2 Unless the context of

reference in this Agreement to:

1.2.1 “writing”, and
communicat
similar mean

on, includes a reference to any
nic or facsimile transmission or

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exceeding <<insert period>> from the Licensee on reasonable notice for the purposes of

3.4 [The Licensor shall give the Licensee reasonable notice and shall not enter the Licensee's normal business hours.]

3.5 It shall be the Licensee's responsibility to ensure that its manufacture, use, sale, and supply of the Product(s) in accordance with all applicable laws, regulations, standards, and rules within the Territory.

3.6 The Licensee shall ensure that any [material] changes to the Product(s), whether such changes are made in compliance under sub-Clause 3.5 or otherwise, without the prior written agreement of the Licensor, such as to the material, components, or design. [For the purposes of this sub-Clause 3.6, "material" means any change which has the potential to effect a change in the material, function, design, or appearance of the Product(s).]

per <<insert period>> from the Licensee on reasonable notice for the purposes of

3.4 [The Licensor shall give the Licensee reasonable notice and shall not enter the Licensee's normal business hours.]

3.5 It shall be the Licensee's responsibility to ensure that its manufacture, use, sale, and supply of the Product(s) in accordance with all applicable laws, regulations, standards, and rules within the Territory.

3.6 The Licensee shall ensure that any [material] changes to the Product(s), whether such changes are made in compliance under sub-Clause 3.5 or otherwise, without the prior written agreement of the Licensor, such as to the material, components, or design. [For the purposes of this sub-Clause 3.6, "material" means any change which has the potential to effect a change in the material, function, design, or appearance of the Product(s).]

4. Fees and Payment

4.1 On or before the Effective Date, the Licensee shall pay to the Licensor the Initial Fee of £<<insert amount>>

4.2 The Licensee shall pay to the Licensor a Royalty of <<insert percentage>>% of the Net Receipts from the sale of the Product(s) in the Territory.

4.3 Within <<insert period>> of the end of each Quarter, the Licensee shall submit to the Licensor a written statement of the Gross and Net Receipts from the sale of the Product(s) sold in the Territory and the Royalties due therefor.

4.4 The Royalties payable to the Licensor shall be paid within <<insert period>> of the end of that Quarter.

4.5 The Licensee shall maintain accurate records of account detailing all information required for the calculation of the Royalties payable under this Agreement.

4.6 The Licensor shall have the right, upon reasonable notice, and during the Licensee's normal business hours, to inspect the Licensee's records of account and all records maintained by the Licensee in accordance with Clause 4.5 in order to verify the accuracy of the Royalties in excess of <<insert percentage>>% is identified by such inspection, in which case the cost of such inspection shall be borne by the Licensee.

4.7 In the event that a Royalty under Clause 4.2 is identified, the Licensee shall pay to the Licensor any such amount within <<insert period>> OR [within <<insert period>>].

4.8 Payments made by the Licensee under Clause 4.2 shall be exclusive of VAT. If a payment constitutes a taxable supply for the consideration for a taxable or deemed taxable supply, the Licensee shall increase the amount of the payment by an amount equal to the VAT chargeable in respect of the taxable supply. Provided that the Licensor shall have delivered a valid VAT invoice to the Licensee, the Licensee shall deliver such VAT to the Licensor. In the event that any VAT has not been delivered to the Licensee after the payment has been made, the Licensee shall be deemed to have delivered such VAT to the Licensor after the payment has been made, the Licensee shall deliver such VAT to the Licensor within five Business Days of the date of such payment.

see shall pay to the Licensor the

royalty of <<insert percentage>>% of the Net Receipts from the sale of the Product(s) in the Territory.

Quarter, the Licensee shall submit to the Licensor a written statement of the Gross and Net Receipts from the sale of the Product(s) sold in the Territory and the Royalties due therefor.

shall be paid within <<insert period>> of the end of that Quarter.

of account detailing all information required for the calculation of the Royalties payable under this Agreement.

reasonable notice, and during the Licensee's normal business hours, to inspect the Licensee's records of account and all records maintained by the Licensee in accordance with Clause 4.5 in order to verify the accuracy of the Royalties in excess of <<insert percentage>>% is identified by such inspection, in which case the cost of such inspection shall be borne by the Licensee.

identified, the Licensee shall pay to the Licensor any such amount within <<insert period>> OR [within <<insert period>>].

der are exclusive of VAT. If a payment constitutes a taxable or deemed taxable supply, the Licensee shall increase the amount of the payment by an amount equal to the VAT chargeable in respect of the taxable supply. Provided that the Licensor shall have delivered a valid VAT invoice to the Licensee, the Licensee shall deliver such VAT to the Licensor. In the event that any VAT has not been delivered to the Licensee after the payment has been made, the Licensee shall be deemed to have delivered such VAT to the Licensor within five Business Days of the date of such payment.

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4.9 Sums payable under this Clause shall be paid free and clear of all deductions unless such deductions are required by law. In the event that any deduction is required by law, the Licensee shall pay to the Licensor such a sum as will, after taking account of such deduction, leave the Licensor with the same amount that it would have received to receive in the absence of the requirement to make such deduction.

4.10 In the event that the Licensee fails to pay by the due date any sum payable to the Licensor pursuant to Clause 4.9, interest shall be payable on the overdue sum at the rate of <<insert percentage>>% per annum above the base rate of <<insert base rate>> from the due date to time. Interest shall accrue on a daily basis from the due date until the actual date of payment, whether before or after the due date, and shall be payable together with the overdue sum.

4.11 The provisions of this Clause shall remain in effect notwithstanding the termination or expiry of this Agreement for any reason.

5. Confidentiality

5.1 Each Party undertakes to keep confidential and not disclose any Confidential Information provided by sub-Clause 5.2 or as otherwise required by law, if it shall, at all times during the term of this Agreement or for a period of <<insert period>> years] after its termination:

5.1.1 keep confidential and not disclose any Confidential Information;

5.1.2 not disclose any Confidential Information to any other party;

5.1.3 not use any Confidential Information for any purpose other than as contemplated by the terms of, this Agreement;

5.1.4 not make any Confidential Information available in any way or part with possession of any Confidential Information;

5.1.5 ensure that no Confidential Information is disclosed if that Party, or any employee or agent of that Party, or any of the provisions of sub-Clauses 5.1.1 to 5.1.4 above.

5.2 Either Party may:

5.2.1 disclose any Confidential Information to:

a) any subsidiary of that Party;

b) any governmental authority or regulatory body; or

c) any other Party or of any of the employees, or bodies;

d) where necessary for the purposes of this Agreement as required by law. In each case the Licensee shall ensure that the Confidential Information is disclosed to the person, party, or body in question that is necessary and (except where the disclosure is required under sub-Clause 5.2.1(b) or any other provision) obtaining and submitting to the person, party, or body undertaking from the party in question to be as nearly as practicable in the same form as the Confidential Information confidential for which the disclosure is made; and

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7. **Licensee's Warranties**

- 7.1 The Licensee hereby warrants that:
 - 7.1.1 it has the right to use the Licensed Product(s) in accordance with the Agreement;
 - 7.1.2 it shall pay a royalty to the Licensor in accordance with the Agreement in a timely manner; and
 - 7.1.3 it shall not export the Licensed Product(s) outside the territory specified by this Agreement.
- 7.2 The Licensee hereby warrants that, in entering into this Agreement, it does not rely on any representation, or undertaking other than those expressly set out in this Agreement, and it hereby waives any claim for breach of any representation or undertaking contained in this Agreement as a warranty, save for the warranties set out in this Agreement.

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 by this Agreement.
 n entering into this Agreement, it
 n, or undertaking other than those
 er waives any claim for breach of
 contained in this Agreement as a

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8. **Indemnity**

- 8.1 The Licensee shall indemnify and hold the Licensor harmless from and against all claims, proceedings, damages, losses, and expenses (including any direct or consequential loss, loss of profit, loss of reputation, and all reasonable legal costs (calculated on a full indemnity basis) and all reasonable professional costs and expenses) howsoever arising in connection with:
 - 8.1.1 the Licensee's performance or non-performance under this Agreement;
 - 8.1.2 the Licensee's performance or non-performance of its obligations under this Agreement, including, but not limited to, any claims for product liability arising from any Product(s) manufactured, offered for sale, supplied, or used by the Licensee;
 - 8.1.3 the enforcement of this Agreement;
 - 8.1.4 any claim for death, personal injury, or property damage to the Licensor or in connection with defective Products on which a defect in question is attributable to the Licensee or its Representatives.

less the Licensor against any and
 expenses, losses, and damages
 ential loss, loss of profit, loss of
 legal costs (calculated on a full
 easonable professional costs and
 nnection with:
 nder this Agreement;
 orformance, or non-performance of
 including, but not limited to, any
 Product(s) manufactured, offered
 he Licensee;
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 or for death, personal injury, or
 or in connection with defective
 defect in question is attributable to
 or its Representatives.

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9. **Intellectual Property Rights**

- 9.1 Nothing in this Agreement shall constitute an assignment of any right, title, ownership, or other Intellectual Property Rights in the Licensee, save for the rights expressly assigned to the Licensee in this Agreement.
- 9.2 The Licensee acknowledges that the Licensor is the owner of the Product(s), and the Intellectual Property Rights in the Product(s). This Agreement shall affect that ownership.
- 9.3 Any goodwill derived from the Licensor's Trade Mark(s) shall accrue to the Licensor. The Licensor may at any time call for a confirmatory assignment of the goodwill, and the Licensee shall immediately execute the same.
- 9.4 The Licensee shall indemnify and hold the Licensor harmless from and against any suspected or actual infringement of the Licensor's Intellectual Property Rights or of any attack upon the Licensor's Intellectual Property Rights of which it becomes aware. The Licensee shall provide the Licensor with all information, documents, and

y right, title, ownership, or other
 y Rights in the Licensee, save for
 ent.
 or is the owner of the Product(s),
 the Intellectual Property Rights
 his Agreement shall affect that
 Licensee of the Licensor's Trade
 Licensor may at any time call for a
 nd the Licensee shall immediately
 Licensor of any suspected or actual
 y Rights or of any attack upon the
 omes aware. The Licensee shall
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other support as is

response to the same.

9.5 [The provisions of S
Patents Act 1988, a
any equivalent legis
rights to bring infrin

234 of the Copyright, Designs and
Registered Designs Act 1949 (or
ction), granting licensees statutory
hereby expressly excluded.]

10. **Term and Termination**

10.1 This Agreement sha
in force for the Te
accordance with thi

Effective Date and shall continue
> unless otherwise terminated in

10.2 The Term may be
Agreement for suc
agreement of both P

terms and conditions set out in this
of <<insert duration>> upon the

10.3 Either Party has the
notice if:

Agreement immediately by written

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material breach of this Agreement,
remedy, in which case the right to
other Party has failed to remedy
after a written notice to do so;

10.3.2 the other Pa

stantial part] of its business;

10.3.3 the other P
company, ha

cer take possession or, being a
over any of its assets or property;

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creditors or proposes, enters into
composition with or for the benefit of
arrangement as defined by the
company, becomes subject to an
ing of the Insolvency Act 1986);

10.3.5 the other Pa
made again
the purpose
that the com
or assume
Agreement);

idual or firm, a bankruptcy order
, goes into liquidation (except for
construction and in such a manner
effectively agrees to be bound by
ed upon that Party under this

10.3.6 control of th
persons, no
Agreement.
have the m
respectively

d by any person, or by connected
other Party on the date of this
ol" and "connected persons" shall
to by Sections 1124 and 1122
ct 2010;

10.3.7 the other Pa

to cease, to carry on business.

10.4 The Licensee sha
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possession and all
termination.

<<insert period>> after the date of
all stocks of the Product(s) in its
se of manufacture at the date of

10.5 Within <<insert per
the Licensor's opti
expense), all Produ
sub-Clause 10.4 an
possession.

termination, the Licensee shall, at
to the Licensor (at the Licensee's
posed of within the period set out in
Product Design Specification(s) in its

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10.6 Any provision of this Agreement shall be intended to come into effect on the expiry of this Agreement.

shall be expressly or by implication, is in full force on or after the termination or expiry of this Agreement and effect.

11. Non-Assignment of Agreement

Neither Party shall have the right to assign, sub-contract, declare a trust or otherwise transfer the benefit and/or burden of this Agreement to any other Party, such consent reserved.

Neither Party shall have the right to assign, mortgage, charge, sub-licence, sub-contract or otherwise transfer in any manner make over to any third party the benefit and/or burden of this Agreement without the prior written consent of the other Party, such consent reserved.

12. Notices

12.1 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.

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.

12.2 Notices shall be deemed to have been given:

as follows:

12.2.1 when delivered to the recipient by a registered messenger;

12.2.1 by a registered messenger or other messenger (including a courier) during the recipient's business hours of the recipient; or

12.2.2 when sent, by post, by e-mail or by any other means of transmission and a successful attempt is made to deliver the notice;

12.2.2 by e-mail or e-mail and a successful attempt is made to deliver the notice; or

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

12.2.3 by registered mail, if mailed by national post; or

12.2.4 on the tenth business day after the date of posting by airmail, postage prepaid.

12.2.4 by airmail, if mailed by airmail, postage prepaid.

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

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

13. Force Majeure

13.1 Neither Party to this Agreement shall be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay results from events, circumstances, or conditions beyond the reasonable control of that Party.

Neither Party to this Agreement shall be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay results from events, circumstances, or conditions beyond the reasonable control of that Party.

13.2 In the event that any such event, circumstance, or condition continues to render performance of either Party's obligations under this Agreement for a period in excess of <<insert appropriate period>>, the Parties shall terminate this Agreement as soon as possible thereafter but in any event not later than 90 days after the event, circumstance, or condition ceases to exist in good faith.

In the event that any such event, circumstance, or condition continues to render performance of either Party's obligations under this Agreement for a period in excess of <<insert appropriate period>>, the Parties shall terminate this Agreement as soon as possible thereafter but in any event not later than 90 days after the event, circumstance, or condition ceases to exist in good faith.

14. No Waiver

No failure or delay by either Party to perform its obligations under this Agreement shall be deemed to be a waiver of any provision of this Agreement or a breach of the same or any other provision of this Agreement.

No failure or delay by either Party to perform its obligations under this Agreement shall be deemed to be a waiver by either Party of a breach of this Agreement or a breach of the same or any other provision of this Agreement.

15. Further Assurance

Each Party shall execute all such documents, deeds, documents, and actions as may be necessary to carry out the terms of this Agreement into full force and effect.

Each Party shall execute all such documents, deeds, documents, and actions as may be necessary to carry out the terms of this Agreement into full force and effect.

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effect.

16. **Costs**

Subject to any provisions of this Agreement, each Party shall pay its own costs of, and incidental to, the preparation, execution, and carrying into effect of this Agreement.

Party to this Agreement shall pay its own costs of, and incidental to, the preparation, execution, and carrying into effect of this Agreement.

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17. **Relationship of the Parties**

Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency, or other relationship between the Parties other than the contractual relationship defined in this Agreement.

Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency, or other relationship between the Parties other than the contractual relationship defined in this Agreement.

18. **Third Party Rights**

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

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19. **Entire Agreement**

19.1 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 authorized representatives of the Parties.

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 authorized representatives of the Parties.

19.2 Each Party acknowledges that in entering into this Agreement, it does not rely on any representation, warranty, or other provision (made or not made) other than that expressly provided in this Agreement.

Each Party acknowledges that in entering into this Agreement, it does not rely on any representation, warranty, or other provision (made or not made) other than that expressly provided in this Agreement.

20. **Counterparts**

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

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21. **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 and the remainder of this Agreement shall remain valid and enforceable.

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22. **Law and Jurisdiction**

22.1 This Agreement (including any dispute, controversy, or claim arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the law of the State of California.

This Agreement (including any dispute, controversy, or claim arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the law of the State of California.

22.2 Any dispute, controversy, or claim between the Parties relating to this Agreement (including any dispute, controversy, or claim arising therefrom or associated therewith) shall be resolved by arbitration within the jurisdiction of the courts of the State of California.

Any dispute, controversy, or claim between the Parties relating to this Agreement (including any dispute, controversy, or claim arising therefrom or associated therewith) shall be resolved by arbitration within the jurisdiction of the courts of the State of California.

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of England and Wales

SIGNED for and on behalf of the L
<<Name and Title of person signing>>

Authorised Signature

Date: _____

SIGNED for and on behalf of the L
<<Name and Title of person signing>>

Authorised Signature

Date: _____

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Product(s)

<<Insert details of the Product(s)>

Product Design Specification(s)

<<Insert short particulars of the Agreement>>.

specification(s) covered by this

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Registered Designs

<<Insert details of the registered design(s) and the Product(s)>>.

, where relevant) applicable to the

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Licensor's Trade Mark(s)

<<Insert details of the Licensor's application to the Product(s)>>.

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