**Licensing Agreement**

Date: \_\_\_\_\_

**PARTIES:**

“**LICENSOR**”:

“**LICENSEE”**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**INTRODUCTION:**

The Licensor has \_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_ to the Licensee on \_\_\_\_\_\_\_\_\_\_. The Licensee wishes to use \_\_\_\_\_\_\_\_\_\_ and accordingly, the Licensor has agreed to grant the Licensee a \_\_\_\_\_\_\_\_\_\_ to use the \_\_\_\_\_\_\_\_\_\_ upon the terms and subject to the conditions of this Licence.

**OPERATIVE PROVISIONS:**

# Interpretation and Understanding

 The meanings of some of the specially defined words (which begin with a capital letter) and other guides to understanding this Licence can be found at the end of this Licence agreement.

# Licence Grant

## Subject to the terms and conditions of this Licence agreement, the Licensor, in consideration of the payment by the Licensee of the Licence Fee, in accordance with this Licence hereby grants to the Licensee a non-exclusive, non-commercial, non-transferable and non-assignable licence to use the \_\_\_\_\_\_\_\_\_\_ only for internal purposes of the Licensee.

# Licence Fee

## The License fee shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

# Proprietary Rights and Restrictions

## The \_\_\_\_\_\_\_\_\_\_ contain confidential information of the Licensor and all right, title, ownership, interest, copyright, database right, trademarks and other intellectual property rights in and to the \_\_\_\_\_\_\_\_\_\_ are the exclusive property of the Licensor.

# Indemnities

## The Licensee shall indemnify and hold the Licensor, its employees and suppliers harmless from and against any cost, losses, liabilities and expenses (including legal costs) arising directly or indirectly from any claimed infringement or violation by the Licensee of any intellectual property right.

# Confidentiality

## Each of the parties hereto undertakes to the other to keep confidential all information concerning the business and affairs of the other that it shall have obtained or received as a result of the discussions leading up to or the entering into of this Licence agreement save that which is already in its possession other than as a result of a breach of this clause or in the public domain other than as a result of a breach of this clause.

# Term

## This Licence shall be for a term of \_\_\_\_\_\_\_\_\_\_.

# Law: This Licence shall be governed by and construed in accordance with \_\_\_\_\_\_\_\_\_\_ law. All disputes arising hereunder shall be submitted exclusively for arbitration (according to the rules of \_\_\_\_\_\_\_\_\_\_ to be conducted by a sole arbitrator appointed by the \_\_\_\_\_\_\_\_\_\_ in the \_\_\_\_\_\_\_\_\_\_ language.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized representatives as of the Effective Date.

**For the Licensor For the Licensee**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name Name**

**CEO Title**