

## SIMPLE LICENCE AGREEMENT PRECEDENT FOR ADVERTISING

This Agreement is made on [date].

### Parties:

- 1) [Individual licensor name] at [individual address] OR [full company name] incorporated and registered in [country of incorporation] with company number [number] whose registered office is at [registered office address] (“The Licensor”); and
- 2) [Individual licensee name] at [individual address] OR [full company name] incorporated and registered in [country of incorporation] with company number [number] whose registered office is at [registered office address] (“The Licensee”).

### Background:

- A. The Licensor owns and/or controls all rights in and to the Licensed Material (“The Material”) granted pursuant to this Agreement.
- B. The Licensee acknowledges the validity of such rights and wishes to use the Material for the purposes as set out below.

It is therefore agreed as follows:

### 1. Definitions:

**Advertiser** [insert name of Advertiser]

### Intellectual Property

**Rights** Copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, rights to goodwill and to sue for passing off and unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

**Licensed Material** The Material described in **Schedule 1**.

**Term** This Agreement shall commence on the date of this Agreement and continue [for the period of [period]], unless terminated earlier by written notice in the case of insolvency or any breach of the terms of this licence.

<b>Territory</b>	The UK [and internet/US/EU/etc].
<b>Use</b>	The Licensee agrees to use the Material only as specified in <b>Schedule 2</b> of this Agreement.

## **2. Grant of Rights**

In consideration of the payment referred to in clause 3 the Licensor hereby grants to the Licensee [and the Advertiser] the [exclusive/non-exclusive] right to use the Material for the Term, including all Intellectual Property Rights vested therein, for the Use and in the Territory referred to above, in [all broadcast and print media, including the internet – amend as appropriate]. The Licensee agrees that it shall not copy, replicate or re-sell the Material, or authorise any third party to do the same, except with the prior and express written permission of the Licensor.

The Licensor acknowledges that, aside from this grant of rights, it has no further right of approval for the Use of the Material.

## **3. Consideration**

In consideration of the grant of rights referred to in clause 2, the Licensee agrees to pay the Licensor the sum of £[amount] within 30 days of receipt of a valid invoice.

## **4. Warranty**

The Licensor warrants that:

- i) he has the full right and power to enter into this Agreement;
- ii) the Material is original to the Licensor; and
- iii) the Material does not infringe the intellectual property or any other rights of any third party.

## **5. Indemnity**

The Licensor agrees to indemnify the Licensee and the Advertiser, and keep them indemnified, against any loss, damage, claim, action or costs (including reasonable legal costs) suffered by the Licensee as a result of any breach by the Licensor of any warranty or any other obligation under this Agreement or for any third party claim with respect to the Use of the Material.

## **6. Confidentiality**

The parties agree that they will not disclose or otherwise reveal any information of a confidential nature, including, but not limited to, the contents of this Agreement and any information concerning the Licensee's or the Advertiser's business and finances. The parties agree to ensure that all employees, sub-contractors and other third parties to whom it may be necessary to disclose confidential matters to for the purposes of performing contractual obligations keep such matters strictly confidential.

**7. Waiver**

In the event that either party fails to enforce any right or any term under this Agreement at any time or for any period, such action shall not be construed as a waiver of the right or term in question, and such action shall not affect that party's ability to enforce or exercise the right or term at a later date.

**8. Assignment**

- 8.1 Neither party shall assign, transfer, charge or deal in any other manner with this Agreement or with the rights under it without the prior written consent of the other party (not to be unreasonably withheld), except that the Licensee shall be entitled to assign this Agreement to the Advertiser at any time without seeking prior consent, provided that it notifies the Licensor by serving written notice of such assignment.
- 8.2 In the event of business restructuring both parties undertake that they will ensure the obligations of this contract are transferred so as to continue with full force and effect.

**9. Third Party Rights**

With the exception of the Advertiser, a person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

**10. Entire Agreement**

- 10.1 This Agreement constitutes the whole Agreement between the parties and supersedes all previous Agreements between the parties relating to its subject matter.
- 10.2 Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement.

**11. Governing and Law and Jurisdiction**

This Agreement is governed by English law and any dispute arising in connection with it will be subject to the exclusive jurisdiction of the High Court of England and Wales.

**Signed**

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**The Licensee**

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**The Licensor**

**SCHEDULE 1**

[Description of the Material(s)]

## SCHEDULE 2

[Description of how the Materials will be used]