



# INTRAGROUP IP LICENCE



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THIS AGREEMENT is dated: \_\_\_\_\_

**BETWEEN:**

- (1) **[NAME]**, a company registered in **[Country]**, with commercial licence number **[●]** and having its registered office at **[●]** (“**Licensor**”); and
- (2) **[NAME]**, a company registered in **[Country]**, with commercial licence number **[●]** and having its registered office at **[●]** (“**Licensee**”),

(collectively the “**Parties**”, and each a “**Party**” to this Agreement).

**RECITALS**

- A. The Licensor wishes to grant, and the Licensee wishes to procure, a licence to use the Licensed IPR subject to and in accordance with this Agreement.

**IT IS HEREBY AGREED** as follows:

**1. DEFINITIONS & INTERPRETION**

- 1.1 The defined terms in this Agreement shall have the meaning ascribed to them in **Schedule 1 (Definitions & Interpretations)**.
- 1.2 In this Agreement the rules of interpretation set out in **Schedule 1 (Definitions & Interpretations)** shall apply.

**2. TERM**

- 2.1 This Agreement shall commence on the Commencement Date and continue until terminated in accordance with Clauses 7 (the “**Term**”).

**3. SCOPE OF LICENCE**

- 3.1 The Licensor hereby grants (or shall procure the granting) to the Licensee a non-exclusive and non-transferable, revocable licence to use the Licensed IPR during the Term.
- 3.2 No further right or licence is granted by the Licensor to the Licensee by this Agreement and the Licensor reserves all rights not specifically granted to the Licensee, including all rights beyond the Term.

**4. WARRANTIES**

- 4.1 Each Party warrants and represents to the other Party that:
  - 4.1.1 it is duly incorporated and has the legal capacity to enter into this Agreement; and
  - 4.1.2 it shall obtain and maintain in force and shall at all times comply with all necessary Approvals as required under this Agreement and under Applicable Law;

**5. [LICENCE FEES**

- 5.1 The Licensee shall pay the Licence Fees to the Licensor in accordance with payment schedule set out in **Schedule 2 (Licence Fees & Payment)**.]

**6. IPR INFRINGEMENT**

- 6.1 If a Licensee learns of any matter which could constitute an infringement or threatened infringement of the Licensed IPR, that Licensee shall:
  - 6.1.1 immediately notify the Licensor giving full particulars of such circumstances; and
  - 6.1.2 make no comment or admission to any Third Party in respect of such circumstances.



## 7. TERMINATION

- 7.1 Either Party may terminate this Agreement, at any time, without cause, by serving a Termination Notice to the other Party.
- 7.2 Upon termination of this Agreement howsoever arising the Licensee shall immediately cease to use exercise the rights granted under Clause 3 or use the Licensed IPR in any way.
- 7.3 The termination of this Agreement shall be without prejudice to the rights and remedies of either Party which may have accrued under this Agreement or Applicable Law up to the date of termination thereof.
- 7.4 The termination of this Agreement does not limit the survivability of other provisions, which by their nature, are likewise intended to survive the termination of this Agreement.

## 8. GENERAL TERMS

- 8.1 **Entire Agreement:** This Agreement constitutes the entire agreement of the Parties relating to the provision of the Licensed IPR, to the exclusion of all other terms and conditions, and any prior written or oral agreement between them.
- 8.2 **Variation:** No variation of this Agreement shall be effective unless in writing and signed by each Party's Authorised Representative.
- 8.3 **Waiver:** No failure to exercise, nor any delay in exercising, any right, power or remedy under this Agreement shall operate or be deemed a waiver of the same. Waivers must always be given in writing.
- 8.4 **Illegality:** If any provision of this Agreement is determined to be invalid, illegal or void by any court or administrative body of competent jurisdiction then the rest of this Agreement shall still remain in full force and effect.
- 8.5 **Notices:** Any notice or other communication given under or in connection with this Agreement shall be in writing and shall be delivered by
- 8.5.1 hand to the Party due to receive it at the Party's address; or
- 8.5.2 email to the Party due to receive it at the Party's email address.
- 8.6 **Governing Law:** This Agreement is governed by, and shall be construed in accordance with, the laws of the [Territory]. The Parties irrevocably submit to the exclusive jurisdiction of the courts of the [Territory] in relation to any Disputes.



**EXECUTION**

**EXECUTED** as an Agreement on the date and year first above written.

**Signed** for and on behalf of



as its duly authorised representative:

^ \_\_\_\_\_  
Signature of authorised representative

^ \_\_\_\_\_  
Signature of witness

^ \_\_\_\_\_  
Name & title of authorised representative (print)

^ \_\_\_\_\_  
Name of witness (print)

**Signed** for and on behalf of



as its duly authorised representative:

^ \_\_\_\_\_  
Signature of authorised representative

^ \_\_\_\_\_  
Signature of witness

^ \_\_\_\_\_  
Name & title of authorised representative (print)

^ \_\_\_\_\_  
Name of witness (print)



## **SCHEDULE 1 | DEFINITIONS**

### **1. DEFINITIONS**

1.1 In this Agreement (unless the context otherwise requires), the following words and phrases shall have the following meaning:

<b>Agreement</b>	means the terms and conditions of this agreement and the Schedules hereto;
<b>Applicable Law</b>	means all national, state, local and municipal legislation, regulations, statutes, by-laws, Approvals and/or other laws and any other instrument or direction from officials having the force of law as may be issued and in force from time to time (and any amendment or subordinate provisions thereto) relating to or connected with the activities contemplated under this Agreement, wherever so located and/or performed;
<b>Approvals</b>	means any licenses, permits, consents, approvals and authorisations (statutory, regulatory or otherwise) that a Party may require (whether to comply with Applicable Law or otherwise) to perform its obligations under this Agreement;
<b>Authorised Representative(s)</b>	means the duly authorised representative(s) of the Parties who has/have the authority to agree variations under this Agreement as may be notified by one Party to another from time to time;
<b>Dispute</b>	means any dispute between the Parties under or in connection with this Agreement;
<b>Licensed IPR</b>	means the IPR set out in <b>Schedule 3 (Licensed IPR)</b> ;
<b>Intellectual Property Rights or IPR</b>	means patents, inventions (whether patentable or not), copyrights, moral rights, design rights, trade-marks, trade names, business names, service marks, brands, logos, service names, trade secrets, know-how, domain names, database rights and any other intellectual property or proprietary rights (whether registered or unregistered, and whether in electronic form or otherwise) including rights in computer software, and all registrations and applications to register any of the aforesaid items, rights in the nature of the aforesaid items in any country or jurisdiction, any rights in the nature of unfair competition rights, and rights to sue for passing off;
<b>Licence Fees</b>	means the monthly amounts payable by Licensee to the Licensor for the licensing of the IPR as specified in <b>Schedule 2 (Licence Fees &amp; Payment)</b> ;
<b>Term</b>	has mean defined in Clause 2;
<b>Termination Notice</b>	means a notice to terminate this Agreement issued by a Party in accordance with Clause 15 of this Agreement; and
<b>Third Party</b>	means a Person who is not a Party to this Agreement.

### **2. INTERPRETATION**

2.1 In this Agreement, the following rules of interpretation shall apply:

- 2.1.1 references to schedules and annexures are (unless otherwise provided) references to the schedules and annexures of this Agreement; and
- 2.1.2 any reference to a Party shall be construed to include its successors and permitted assigns or transferees.



## **SCHEDULE 2 | LICENCE FEES & PAYMENT**

### **1. DEFINITIONS**

- 1.1 The defined terms of the Agreement shall apply to this **Schedule 2 (Licence Fees & Payment)**.
- 1.2 The following additional defined terms shall apply to this **Schedule 2 (Licence Fees & Payment)**.

**[•]** means **[•]**; and

**[•]** means **[•]**.

### **2. LICENCE FEES**

**2.1 [•]**

### **3. PAYMENT SCHEDULE**

**3.1 [•]**



**SCHEDULE 3 | LICENSED IPR**

**1. REGISTER OF LICENSED IPR**

No.	IPR Type	Authorised Purposes	Special Terms & Conditions
1.	[ ]	[ ]	[ ]
2.	[ ]	[ ]	[ ]
3.	[ ]	[ ]	[ ]
4.	[ ]	[ ]	[ ]