

Intellectual Property Licensing Agreement

This Intellectual Property Licensing Agreement (the "Agreement") is made and entered into on this _____ day of _____, 20____, by and between:

Licensor: _____
(Name & address)

Licensee: _____
(Name & address)

1. Definitions

- 1.1 "Intellectual Property" shall mean _____.
- 1.2 "Licensed Territory" shall mean _____.
- 1.3 "Licensed Products/Services" shall mean _____.

2. Grant of License

The Licensor hereby grants the Licensee a [exclusive/non-exclusive], [transferable/non-transferable], [revocable/irrevocable] license to use the Intellectual Property in the Licensed Territory for the purpose of manufacturing, marketing, distributing, and selling the Licensed Products/Services.

3. Term and Termination

1. The term of this Agreement shall commence on the date hereof and continue until _____, unless terminated earlier as provided herein.
2. Either party may terminate this Agreement with _____ days' written notice.
3. Termination shall not relieve either party of any obligations that accrued prior to termination.

4. Royalties and Payment

1. Licensee shall pay Licensor royalties or fees as follows: _____.
2. Payment terms:
_____.

5. Intellectual Property Ownership

Licensor retains all rights, title, and interest in and to the Intellectual Property. Nothing in this Agreement shall be construed as transferring any ownership rights to Licensee.

6. Warranties and Representations

- Licensor represents that they have the right and authority to grant this license.
- Licensee agrees to use the Intellectual Property only as permitted by this Agreement.

7. Confidentiality

Both parties agree to maintain the confidentiality of proprietary information shared pursuant to this Agreement.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of _____.

9. Miscellaneous

- This Agreement constitutes the entire agreement between the parties.
- No amendments shall be effective unless in writing and signed by both parties.

Licensor

Date: _____

Licensee

Date: _____