

# 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: \_\_\_\_\_