**AGREEMENT**

This **Copyright License** Agreement (this “Agreement”) is entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the ‘’Effective Date’’).

**BETWEEN:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Name of company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm")]], a company, duly incorporated and registered under the Companies Act, 2013, with its principal place of business located at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Company Address]], (the “Company”), through its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Authorised

signatory: Name of the Person]], (the “Licensor”).

**AND:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“ Name of company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm")]], (the "Agency"), a company, duly incorporated and registered under the Companies Act, 2013, with its principal place of business located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Company Address]], (the “Company”), through its\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Authorised signatory: Name of the Person]], (the “Licensee”).

The Licensor and Licensee are hereby individually referred to as “Party”, and collectively as “Parties”.

**PREAMBLE**

**WHEREAS**, the Licensor owns all proprietary rights in and to the copyright-able and/or copyrighted works as described in this Agreement. The copyrighted works will collectively be referred to as “Work”.

**WHEREAS,** the Licensor owns all rights in and to the Work and retains all rights to the Work, which are not transferred herein, and retains all common law copyrights and all copyrights which have been, or which may be granted by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[NAME OF THE AUTHORITY]].

**WHEREAS**, the Licensee desires to obtain, and the Licensor has agreed to grant, a license authorizing the use of the Work by the Licensee in accordance with the terms and conditions of this Agreement.

NOW THEREFORE in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. GRANT OF LICENSE

The Licensor owns\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[PROPERTY TO BE LICENSED]] (the “Property”). In accordance with this Agreement, the Licensor grants the Licensee a non- exclusive license to Use or Sell the Property. The Licensor retains title and ownership of the Property. The Licensee will own all rights to materials, products or other works (the Work) created by the Licensee in connection with this License. This grant of license applies only to the following prescribed geographical area: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[DEFINE THE TERRITORY]].

1. RIGHTS AND OBLIGATIONS

The Licensee shall be the sole owner of the Work and all proprietary rights in and to the Work; however, such ownership shall not include ownership of the copyright in and to the Property or any other rights to the Property not specifically granted in this Agreement.

1. PAYMENT

The Licensee agrees to pay Licensor a royalty which shall be calculated as follows\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[CALCULATION RATE]]. The royalty will be paid by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[DATE ROYALTY PAID]].

1. MODIFICATIONS

Unless the prior written approval of the Licensor is obtained, the Licensee may not modify or change the Property in any manner. The Licensee shall not use the Licensed property for any purpose that is unlawful or prohibited by these Terms of Agreement.

1. DEFAULTS ON AGREEMENT

If the Licensee fails to abide by the obligations of this Agreement, including the obligation to make a royalty payment when due, the Licensor shall have the option to cancel this Agreement by providing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[NO. OF DAYS]] written notice to the Licensee. The Licensee shall have the option of taking corrective action to cure the default to prevent the termination of this Agreement if said corrective action is enacted prior to the end of the time period stated in the previous sentence. There must be no other defaults during such time period or the Licensor shall have the option to cancel this Agreement, despite previous corrective action.

1. WARRANTIES

Neither party makes any warranties with respect to the use, sale or other transfer of the Property by the other party or by any third party, and the Licensee accepts the product “AS IS”. In no event will the Licensor be liable for direct, indirect, special, incidental or consequential damages, that are in any way related to the Property.

1. INDEMNIFICATION

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties or injuries incurred by any third party, including reasonable attorney’s fees, which arise from any alleged breach of such indemnifying party’s representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party’s expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity will survive the termination of this Agreement.

1. TERM
	1. This Agreement will come into force as of the [[Effective Date]] and will expire on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Expiry Date]] (the “Initial Term”) unless extended by the parties in writing or otherwise terminated by the parties in accordance with the terms of this Agreement.
	2. At the end of the Initial Term, this Agreement will be automatically renewed for successive \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Number: Number of Years]] year terms (a “Renewal Term”) unless either Party provides written notice to the other Party of its desire to terminate this Agreement in accordance herewith.
2. TERMINATION
	1. This Agreement may be terminated by either party by providing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[NO. OF DAYS]] written notice to the other party. This Agreement shall terminate automatically on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[TERMINATION DATE]].
	2. Upon termination or expiration of this Agreement, the Licensee shall cease reproducing, advertising, marketing and distributing the Work as soon as it is commercially feasible. The Licensee shall have the right to fill existing orders and to sell off existing copies of the Work then in stock. The Licensor will have the right to verify the existence and validity of the existing orders and existing copies of the Work then in stock upon reasonable notice to the Licensee.
	3. Termination or expiration of this Agreement shall not extinguish any of the Licensee’s or Licensor’s obligations under this Agreement including, but not limited to, the obligation to pay royalties which by their terms continue.
3. DISPUTE RESOLUTION - ARBITRATION:
	1. In the event of any dispute, difference or controversy arising between the Licensor and the Licensee in the performance, interpretation, implementation or application of this agreement, the parties will first attempt to resolve their differences mutually but failing mutual settlement dispute, difference or controversy arising, either Party may request that such disputes be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (“ the Act of 1996”) and the rules made there under, as amended from time to time.
	2. The Seat of Arbitration will be in\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[NAME OF THE JURISDICTION]] and all Arbitration proceedings will be conducted in\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[NAME OF THE JURISDICTION]].

1. GENERAL PROVISIONS
	1. Entire Agreement & Amendments

This Agreement hereto constitutes the entire agreement and understanding between the parties relating to the subject matter hereof, and supersedes all other agreements, oral or written, made between the parties with respect to such subject matter. Except as provided herein, this Agreement may not be amended or modified in any way except by a written instrument signed by both Parties.

* 1. Applicable law

This Agreement shall be governed by and interpreted in accordance with the laws of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[NAME OF THE JURISDICTION]], without reference to its conflict of law provisions, and the laws of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[NAME OF THE JURISDICTION]] applicable therein. All disputes arising under this Agreement will be referred to the courts situated in\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[NAME OF THE JURISDICTION]] which will have jurisdiction, and each Party hereto irrevocably submits to the jurisdiction of such courts.

* 1. Language clause

It is hereby agreed that both parties specifically require that this Agreement and any notices, consents, authorizations, communications and approvals be drawn up in the English language.

* 1. Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

* 1. Binding Nature

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective (as applicable) successors and assigns.

* 1. Counterparts

This Agreement may be signed in counterparts, and by use of facsimile signatures, each of which when signed and delivered shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

**IN WITNESS WHEREOF**, each party to this agreement has caused it to be executed at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Place of Execution]] on the date indicated above.

First Party \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Second Party \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**WITNESSES:**

1. Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_