

DATED _____

(1) << >>

(2) << >>

PATENT AND KNOW-HOW LICENCE AGREEMENT

THIS AGREEMENT is made the day of

BETWEEN:

- (1) <<Name of Licensor>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<Address>> ("the Licensor") and
- (2) <<Name of Licensee>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<Address>> ("the Licensee")

WHEREAS:

- (1) The Licensor has developed and is the beneficial owner of a substantial body of valuable Technical Information as defined below relating to the manufacture, assembly, and commercial operation of the Product(s) and is the beneficial owner of the Patent Rights relating thereto as defined below.
- (2) The Licensee wishes to receive and the Licensor is willing to grant a licence on the terms and conditions set out in this Agreement to use such information and to work under the said Patent Rights in order to manufacture, use, sell or otherwise deal in the Product(s).

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Copyright"	means all copyright and rights in the nature of copyright to which either Party may now be or may subsequently become entitled in or in respect of all drawings and other documents, recordings in any form and all other articles bearing or embodying any part of the Technical Information;
"Effective Date"	means [the date of this Agreement] OR [<<insert date>>];
"Improvements"	means all improvements, modifications or adaptations to any part of the Technical Information which might reasonably be of commercial interest to either Party in the design manufacture or supply of the Product(s) or in the operation of the Process and which may be made or acquired by either Party during [the Improvements Period] OR [the Term];
"Improvements Period"	means the period from the Effective Date to the <<insert anniversary>> anniversary thereof;

“Net Sales Value”

means the net sales value of the Product(s) in money, exclusive of any discounts granted for [retail] and excluding or making any costs of packing, insurance and Value Added Tax or other sales of export orders, any import duties or governmental levies or export taxes, in all cases to the same being shown on the customer invoices. In any sale of the Product(s) or part thereof otherwise than in a single transaction exclusive of the market price (if higher) in the relevant territory shall be substituted for the Net Sales Value.

sales value of the transaction exclusively for the relevant trade discounts actually given by the Licensee and excluding or making any costs of packing, insurance and Value Added Tax or other sales of export orders, any import duties or governmental levies or export taxes, in all cases to the same being shown on the customer invoices. In any sale of the Product(s) or part thereof otherwise than in a single transaction exclusive of the market price (if higher) in the relevant territory shall be substituted for the Net Sales Value.

“Patent Rights”

means the Patent Rights and applications thereof (ii) all Patent Rights and applications thereof which are based on or derived from any of the foregoing Patent Rights and applications which are in respect of any improvement of the Product(s) or Process which is exclusively owned by the Licensee or the Licensee's assigns;

Patent Rights and applications thereof (ii) all Patent Rights and applications thereof which are based on or derived from any of the foregoing Patent Rights and applications which are in respect of any improvement of the Product(s) or Process which is exclusively owned by the Licensee or the Licensee's assigns;

“Process”

means the Process>>;

the Process>>;

“Product(s)”

means the Product(s)>>;

the Product(s)>>;

“Technical Information”

means the Technical Information, drawings, designs, circuit diagrams and all other technical information relating to the Product(s) or the Process, which may be of commercial value in the design manufacture or operation of the Product(s) or Process.

Technical Information, drawings, designs, circuit diagrams and all other technical information relating to the Product(s) or the Process, which may be of commercial value in the design manufacture or operation of the Product(s) or Process.

“Territory”

means the Territory>>.

Territory>>.

- 1.2 Unless the context otherwise requires, the following definitions shall apply in this Agreement to:
- 1.2.1 “writing”, and any other form of communication effected by any means, including facsimile transmission or electronic mail;
- 1.2.2 a statute or a provision of law, or a provision of a contract, as amended or as interpreted;
- 1.2.3 “this Agreement” is the Agreement and each of the Schedules as amended or as interpreted;
- 1.2.4 a Schedule is a schedule to the Agreement.

the following definitions shall apply in this Agreement to:

includes a reference to any statute or provision of law, or a provision of a contract, as amended or as interpreted;

reference to that statute or provision of law, or a provision of a contract, as amended or as interpreted;

Agreement and each of the Schedules as amended or as interpreted;

the relevant time;

- 1.2.5 a Clause or paragraph of this Agreement (other than the Schedule) and of the relevant Schedule;
- 1.2.6 a "Party" or the "Parties" to this Agreement.
- 1.3 The headings used in this Agreement shall have no effect only and shall have no effect upon the interpretation of the Agreement.
- 1.4 Words imparting the singular shall include the plural and vice versa.
- 2. Technical Information**
- 2.1 [Within <<insert period>> days of the date of this Agreement by both Parties] OR [Forthwith on receipt from the Licensor of clause 6.1 below] the Licensee shall provide the Licensee with all Technical Information in its possession or control which has previously been disclosed that is reasonably necessary or desirable for the Licensee to operate the Process and to design, develop, manufacture, produce, on a commercial scale and sell the Product(s) of a quality at least equal to that being produced by the Licensor at the Effective Date of this Agreement.
- 2.2 In pursuance of sub-Clause 2.1, at the request of the Licensee, supply within 6 months of the Effective Date or such other period as may be mutually agreed in writing, <<insert period>> man days in total the services of its staff at the Licensor's premises in the United Kingdom [without charge] for the transfer of Technical Information to the Licensee. This shall include the next following <<insert number>> hours during which one member of the Licensor's staff shall be available to the Licensee.
- 2.3 If the Licensee so requires, the Licensor will be provide suitably qualified staff of the Licensor's premises to assist in the transfer of technical Information. Such assistance will continue for no longer than is required in the circumstances and in any event for longer than <<insert period>> man days in total. The Licensor shall cover the travelling costs of one <<insert class / grade>> representative of the Licensee for each such member of the Licensor's staff. The costs shall be paid by the Licensee.]
- 2.4 If the Licensee requires additional assistance, the Licensor will use its best endeavours to provide it but shall not be obliged to do so. Any additional assistance so given shall be at the expense of the Licensee at the rate of £<< >> sterling for each day (or part thereof) (pro rata for any part day) plus all disbursements incurred (including travelling and subsistence reasonably incurred by them with such insurance cover as the Licensor may deem appropriate. All payment under this sub-Clause 2.4 shall be made by the Licensee in arrears in <<insert period>> months as designated in writing by the Licensor.
- 2.5 The Licensor warrants that the Technical Information disclosed or to be disclosed to the Licensee hereunder is, to the best of the Licensor's knowledge and belief, accurate and complete. The Licensor will promptly correct any significant errors or omissions subsequently discovered by the Licensee. The Licensee shall not be liable for any loss or damage suffered by the Licensor in connection with the use of the Technical Information for any purpose other than that for which it was disclosed thereto and without

prejudice to the Licensor's obligation to be under no further liability in respect of the Technical Information or of the manufacture of the Process or Product(s).

Under Clause 2.1 the Licensor shall be under no further liability in respect of the Technical Information or of the manufacture of the Process or Product(s).

2.6 The Licensee shall be responsible for the technical and commercial operation of the Process or developments thereto that are based on the Product(s) sold or supplied by the Licensor. The Licensee shall indemnify the Licensor in respect of all losses and expenses incurred as a result of any claims against the Licensor arising in any way from the use of the Technical Information by the Licensee.

The Licensee shall be responsible for the technical and commercial operation of the Process or developments thereto that are based on the Product(s) sold or supplied by the Licensor. The Licensee shall indemnify the Licensor in respect of all losses and expenses incurred as a result of any claims against the Licensor arising in any way from the use of the Technical Information by the Licensee.

2.7 The Licensee undertakes that for a period of >> years from the Effective Date or for so long as the Technical Information remains confidential, whichever is the shorter, it will not use the same for any purpose other than that expressly licensed hereby and in accordance with the terms of the License.

The Licensee undertakes that for a period of >> years from the Effective Date or for so long as the Technical Information remains confidential, whichever is the shorter, it will not use the same for any purpose other than that expressly licensed hereby and in accordance with the terms of the License.

3. Improvements

3.1 Each Party shall forthwith disclose to the other any improvements that it may develop or acquire during the term of the License that would disclose information that is subject to confidentiality obligations in favour of a third party.

Each Party shall forthwith disclose to the other any improvements that it may develop or acquire during the term of the License that would disclose information that is subject to confidentiality obligations in favour of a third party.

3.2 Improvements that the Licensee develops or acquires pursuant to Clause 3.1 shall be deemed to be made by the Licensor for the purposes of the rights granted under Clause 5.

Improvements that the Licensee develops or acquires pursuant to Clause 3.1 shall be deemed to be made by the Licensor for the purposes of the rights granted under Clause 5.

3.3 The Licensor shall have a non-exclusive licence without limit of time to use all Improvements the Licensee develops or acquires pursuant to sub-Clause 3.1 hereof and in respect thereof owned by the Licensee.

The Licensor shall have a non-exclusive licence without limit of time to use all Improvements the Licensee develops or acquires pursuant to sub-Clause 3.1 hereof and in respect thereof owned by the Licensee.

3.4 Save as otherwise provided, all Improvements arising from work carried out by the Licensee shall remain the exclusive property of the Licensee and Improvements arising from work carried out by the Licensor shall remain the exclusive property of the Licensor.

Save as otherwise provided, all Improvements arising from work carried out by the Licensee shall remain the exclusive property of the Licensee and Improvements arising from work carried out by the Licensor shall remain the exclusive property of the Licensor.

3.5 Improvements arising from joint work shall belong to the Parties equally unless they shall agree otherwise. Each Party shall have the right to use such Improvements independently of the other and to the extent necessary to exercise its intellectual property rights under all jointly held licences thereunder, save that the Licensee shall not grant sub-licences thereunder, save as may be permitted by sub-Clause 9.6. Each Party hereby undertakes that it will not grant a licence to any prospective licensee of the other the right to use such a licence.

Improvements arising from joint work shall belong to the Parties equally unless they shall agree otherwise. Each Party shall have the right to use such Improvements independently of the other and to the extent necessary to exercise its intellectual property rights under all jointly held licences thereunder, save that the Licensee shall not grant sub-licences thereunder, save as may be permitted by sub-Clause 9.6. Each Party hereby undertakes that it will not grant a licence to any prospective licensee of the other the right to use such a licence.

4. Confidentiality

- 4.1 Each Party agrees to maintain confidential all Technical Information obtained from the other pursuant to this Agreement and prior to and in contemplation of its execution, and that it may acquire from the other in the course of the performance of this Agreement, and to protect the other's proprietary rights therein, to use the same solely for the purposes of this Agreement, and to disclose the same only to its employees [, contractors] and sub-licensees pursuant to the terms of this Agreement, to whom and to the extent that such disclosure is necessary for the purpose of this Agreement.
- 4.2 The foregoing obligations shall not apply to Technical Information or other information:
- 4.2.1 which was in the possession of the other Party prior to receipt thereof by the other and at its free disposal;
 - 4.2.2 which is subsequently disclosed to the other Party without any obligations of confidence by a third party who has not derived it directly or indirectly from the other Party;
 - 4.2.3 which is or becomes generally known to the public [in printed publications or otherwise] through no act or default of the other Party or its sub-licensees.
- 4.3 Notwithstanding the foregoing, the Licensee may disclose Technical Information pursuant to this Agreement to its employees and any sub-licensees for the purpose of developing or improving Product(s) in so far as such disclosure is reasonably necessary for the development or use of Product(s).
- 4.4 Each Party shall procure that its employees [, contractors] and sub-licensees pursuant to this Agreement who have access to any Technical Information of the other to whom sub-Clause 4.1 apply shall be made aware of and subscribe to the obligations therein, and shall further procure that so far as is reasonably practicable, its employees [, contractors] and sub-licensees shall enter into a written agreement in favour of the other Party to this end [in the form of a Confidentiality Agreement] OR [in a form previously approved by the Licensor].

5. Grant of Rights

- 5.1 The Licensor hereby grants to the Licensee:
- 5.1.1 [an exclusive] OR [a non-exclusive] license to use the Technical Information and under the Patent Rights in the United Kingdom (and in the territories outside the United Kingdom); and
 - 5.1.2 [an exclusive] OR [a non-exclusive] license to use sell or otherwise dispose of Product(s) made pursuant to the use of sub-Clause 5.1.1 anywhere in the Territory.
- 5.2 [The Licensee shall further agree to grant to the Licensor a license under the Patent Rights so far as the same extend to a third party who is licensed under sub-Clause 5.1 above.]
- OR
- [The Licensor hereby agrees to grant to the Licensee a license:

SAMPLE

- [illegible]

- the Licensee or any sub-licensee which is included in the price for the other equipment. The Net Sales Value for the purpose of calculating royalties shall be that proportion of the Net Sales Value of that Product(s) attributable to such Product(s) which is fairly attributable to such Product(s) manufacturing cost of the other equipment or apparatus to the components thereof.
- 6.4 Payments due under sub-Clause 6.2 shall be made within <<insert period>> days of the end of each calendar month of royalties accruing on Product(s) invoiced in that calendar month.
- 6.5 If the royalties payable under this Agreement ending in any year shall be less than £<< >> in any year of this Agreement ending in any year the Licensee shall pay the difference between £<< >> and the sum payable under sub-Clause 6.2 within <<insert period>> days of the end of the year concerned failing which the Licensor shall be entitled to terminate the licence hereunder] **OR** [to substitute non-exclusive licence with the licence granted to the Licensee hereunder].
- 6.6 All sums due under this Agreement shall be payable in sterling which shall be payable in addition on the rendered invoice and on any appropriate Value Added Tax invoice;
- 6.6.1 Payments shall be made in <<insert currency>> credit of a bank account to be designated in writing by the Licensee. Conversion into <<insert currency>> shall be made at the rate of exchange ruling on the day payment is due; or at the rate of exchange ruling on the day payment is due whichever is earlier;
- 6.6.2 shall be made in <<insert currency>> credit of a bank account to be designated in writing by the Licensee. Conversion into <<insert currency>> shall be made at the rate of exchange ruling on the day payment is due; or at the rate of exchange ruling on the day payment is due whichever is earlier;
- 6.6.2.1 in the case of payment in sterling the rate of exchange ruling on the day payment is due; or at the rate of exchange ruling on the day payment is due whichever is earlier;
- 6.6.2.2 in the case of payment in sterling the rate of exchange ruling on the day payment is due; or at the rate of exchange ruling on the day payment is due whichever is earlier;
- provided always that the Licensee shall be entitled to make any deduction in respect of taxes charges and other duties that may be payable by the Licensee as any such deduction may be credited in full against the Licensee's own tax liabilities. The Parties shall take advantage of any such agreements as may be available.
- 6.6.3 shall be made in full against the Licensee's own tax liabilities. The Parties shall take advantage of any such agreements as may be available.
- 6.7 If the Licensor should hereafter grant to any third party the right to sell the Product(s) under all the rights granted to the Licensee in any part of the Territory] **OR** [in any part of the Territory] on any other terms more favourable than those herein it shall notify the Licensee forthwith and the Licensee shall have the option, to be exercised within days of the date of notification, of adopting all the terms of the licence granted and shall be bound thereby including any which may be more favourable than those herein provided that in comparing the royalty provisions the Licensor shall take into account the reasonable monetary value to the Licensee of the rights granted to it pursuant to the licence granted to the Licensee.

7. Records and Reports

- 7.1 The Licensee agrees to keep records and books of account containing all data necessary for the calculation of royalties payable under sub-Clause 6.2 which records shall upon reasonable notice of the Licensor be open for inspection by [the Licensor or its authorised agent] [an independent accountant selected by the Licensor] or the Licensee (which acceptance shall not be unreasonably withheld) for the purpose of verifying the accuracy of the Licensee's records. The accountant may take copies of the records and shall not disclose to the Licensor any information received or affairs of the Licensee which have been contained in any statement required to be submitted to the Licensor. The Licensor shall be solely responsible for the accuracy of the accountant unless he certifies that any reports are materially incorrect in material respect] in which event the Licensee shall reimburse the accountant for all his costs.]
- 7.2 The Licensee shall submit to the Licensor <<insert period>> days of the end of each calendar <<insert period>> a statement setting forth with respect to the operation of the Licensee under during that period [the quantity of Product(s) sold] [the Net Sales Value of Product(s)].
- 7.3 The Licensor agrees to maintain the confidentiality of financial information received from the Licensee in accordance with the provisions of Clause 10.1 to the foregoing sub-Clauses 7.1 and 7.2.

8. Performance

- 8.1 During the continuance of the License, the Licensee shall:
- 8.1.1 use all reasonable efforts to promote the distribution and sale of Product(s) in the Territory and will make available all resources reasonably permit and will make available all selling and manufacturing facilities to meet all reasonable demand for Product(s) throughout the Territory. The Licensee shall endeavour to maximise such demand, consistent only with the Licensee's reasonable rate of return on its assets employed in the production of Product(s);
- 8.1.2 ensure that all Product(s) produced by the Licensee meet all such reasonable specifications and shall from time to time apply reasonable efforts to improve the construction and use of the Product(s) and shall upon reasonable notice from the Licensor or its authorised representative free of charge make time to the premises of the Licensor for the purpose of the Licensee is observing these obligations;
- 8.1.3 sell Product(s) to a reasonable extent independently of any other products of the Licensor;
- 8.1.4 ensure that all literature relating to the Licensee and relating to Product(s) bears an appropriate label to the effect that they are subject to a licence and shall attach to all Product(s) a label quoting relevant provisions of the Licensee's Licensee stating that such Product(s) are made under licence.

- 8.1.5 include in the terms of the Licence the obligation of the Licensee to provide or other supply of the Product(s) a guarantee that the Licensee will, during at least the period of the Licence, indemnify the Licensors from and against all claims for damages, compensation or other charge any Product(s) supplied by it that arise from or result from any claim of faulty manufacture or through inadequate verification of the quality of the Product(s);
- 8.1.6 provide adequate security for the Licensors for the Product(s) manufactured and/or supplied by the Licensee;
- 8.1.7 not act as agent of the Licensors, and shall not give any indication that it is acting otherwise than as the Licensee. The Licensee shall not make any Product(s) not made by the Licensors, or any other Product(s) of the Licensors.

- 8.2 The Licensee shall forthwith inform the Licensors for any reason it is unable to meet any reasonable market demand for the Product(s) or sufficient information to enable the Licensors to supply the Product(s) themselves or to pass the requirements to another licensee.
- 8.3 The Licensee shall not during the term of the Licence and for a period of <<insert period>> after the termination for any reason or until expiry of any term of the Licence (whichever is the sooner) be directly or indirectly concerned in the manufacture, distribution, sale or other supply in any part of the Territory of any manufactured goods which by reason of their properties are or may be commercially competitive with any Product(s) [other than those manufactured by the Licensee] manufactured or supplied immediately prior to the Effectiveness of the Licence.
- 8.4 The Licensee shall at its own expense procure the registration of any licence agreement executed in accordance with 8.3 hereof.

9. Patents

- 9.1 The Licensors shall at its own expense procure to grant all subsisting Patent Rights in the Territory [United Kingdom] patent applications in the Territory the broadest monopoly reasonably consistent with avoiding serious prejudice to the validity of subsisting Patent Rights [United Kingdom] patents within the Territory.
- 9.2 [The Licensors undertakes to defend the Licensee in any proceedings) as may be necessary to halt any infringement of the Patent Rights in the Territory on such terms as may be agreed between the parties or, in the absence of any agreement, as may be determined by a court of law. The Licensee shall be prejudicially the Licensee's interest wherever there is a claim of infringement. The Licensors will bear the cost of any such proceedings by the Licensee by reason of such infringement or any damages awarded, or any costs of proceedings] or procure the grant of the Patent Rights on terms no more favourable to the Licensee than those provided under.]

OR

[In the event of any infringement of the Patent Rights in the Territory on such a scale as to substantially injure the Licensee's business in the Product(s) to a substantial extent, the Licensee may take all legitimate steps to halt such infringement and may seek and obtain the advice from experienced

SAMPLE

cluding any interlocutory
chance of success the
to such proceedings and
will do so subject to the
s damages and expenses
against it [insofar as the
ed that recoverable under
gement proceedings are
licensor the Licensee may
subsequent to the date of
relevant infringement to
xcluding award of costs in
total liabilities or waiver of
instances exceed the sum
the date of the delivery of
dings and provided further
censee exercising all due
nclusion]. Any damages
all be fair and reasonable

- the exercise of the rights under will not result in the thereto the Licensor gives Licensee any indemnity arising out of proceedings against the Licensee by any third party of any patent or patents covering process or manufacture use of the Invention. Instead, assist the Licensee in all the circumstances it is able to do so, with no obligations in respect of costs incurred by the Licensee to whom the License is granted by a third party.
- Licensee shall not directly or indirectly opposes or contests patent on any patent right owned by Licensor directly or indirectly assists Licensor within the Patent Rights or to defend the same at any time thereafter to defend the same under forthwith by notice to Licensor.
- Licensee shall not make an Improvement to which Licensor may be entitled or do anything that might prevent Licensor from subsequently being granted on it a patent. Licensee shall, within working days from the date of the request, consider whether patent protection should be sought. Party will on request notify Licensor of the decision. If it does not wish to seek patent protection within working day period from the date of the request or other protection, and if Licensor may do so, then this shall not prevent Licensor from reasonably required to seek patent protection.
- Licensee may elect not to pursue patent protection.

further an application for patent to maintain any such patent so electing shall notify the rights it may have therein to not to pursue the application irrevocable licence under all

9.7 Subject to the foregoing each for any invention not made provided however that the any confidential information

9.8 Subject to the provisions Licensee shall share equally patent applications to grant countries.

10. Term and Termination

10.1 Unless terminated earlier in Clause 10 this Agreement shall years from the Effective Date Clause 10.2, continue there by either Party giving month

10.2 Subject as hereinafter provided Territory until expiry of the unless earlier terminated in Clause 10.

10.3 If either Party is in breach of a breach capable of remedy Party within <<insert period>> requiring its remedy, or if appointed over the whole of with creditors, or has an order (otherwise than in furtherance reconstruction) [or if the own hands of any legal person, considers unsuitable for any case of breach the Party shall forthwith terminate this Agreement rights of either Party.

10.4 Termination of this Agreement

10.4.1 the secrecy obligation

10.4.2 the Licensee's obligations accrued due or which Clause 10.5;

10.4.3 the obligations (if any)

10.4.4 the licences (if any) under

10.5 On termination of this Agreement to have the right for a period termination to complete development

or on its own behalf or have obtained and the Party if so requested assign all that the Party electing shall be entitled to a full right to sub-licence.

apply for patent protection an employee of the other thereof does not disclose

of the Licensor and the prosecuting any future joint which granted patents in all

following provisions of this period of <<insert period>> to the provisions of sub- but subject to termination other.

shall continue in force in the present Rights in the Territory following provisions of this

under and, in the case of remedied by the defaulting specifying the breach and insolvent, has a receiver enters into any compound for it to be wound up or a fide amalgamation or Party shall pass into the its reasonable discretion on the other Party or in the obligation or condition may prejudice to the accrued

not bring to an end:

or other sums which have respect of sales under sub-

sub-Clause 10.6;

5 and 9.6.

the Licensee shall continue months from the date of force at that date and to

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dispose of Product(s) already
Licensor of royalties thereon

subject to payment to the
Licensor of royalties thereon in accordance with Clause 6.

- 10.6 On termination of this Agreement the Licensee shall offer to the Licensor for sale or disposal at the Licensee's option all stocks of Product(s) and all other promotional and other literature in its possession or control and shall provide the Licensor with reasonable facilities to inspect the same and shall deliver up to the Licensor all manuals and all other documents (including copies of drawings) in its possession or control containing Technical Information [remaining in the Licensee's possession in accordance with Clause 4].

Under sub-Clause 10.3 the Licensee shall offer to the Licensor for sale or disposal at the Licensee's option all stocks of Product(s) and all other promotional and other literature in its possession or control and shall provide the Licensor with reasonable facilities to inspect the same and shall deliver up to the Licensor all manuals and all other documents (including copies of drawings) in its possession or control containing Technical Information [remaining in the Licensee's possession in accordance with Clause 4].

11. Force Majeure

- 11.1 Neither Party to this Agreement shall be liable for any failure or delay in performing their obligations under this Agreement that is beyond the reasonable control of the Party. Such causes include, but are not limited to: power failure, natural disasters, war, civil unrest, fire, flood, industrial accidents, acts of terrorism, acts of war, governmental action or inaction, or any other event beyond the control of the Party in question.
- 11.2 [In the event that any event occurs which prevents either Party's obligations under this Agreement for a period of <<insert period>>, the Parties shall agree to suspend the Agreement for as long a period as possible thereafter by negotiation.]

Neither Party to this Agreement shall be liable for any failure or delay in performing their obligations under this Agreement that is beyond the reasonable control of the Party. Such causes include, but are not limited to: power failure, natural disasters, war, civil unrest, fire, flood, industrial accidents, acts of terrorism, acts of war, governmental action or inaction, or any other event beyond the control of the Party in question.

Due to render performance of the Agreement for a period in excess of <<insert period>>, the Parties shall agree to suspend the Agreement to an end as soon as possible thereafter by negotiation.]

12. General

- 12.1 This Agreement shall be binding on the Parties and their respective legal successors and assigns, and neither Party without the written consent of the other Party unreasonably withheld.
- 12.2 No variation or amendment to this Agreement shall be made in writing in the English language by the authorised officers of both Parties.

This Agreement shall be binding on the Parties and their respective legal successors and assigns, and neither Party without the written consent of the other Party unreasonably withheld.

No variation or amendment to this Agreement shall be made in writing in the English language by the authorised officers of both Parties.

13. No Waiver

The Parties agree that no failure to enforce any provision in this Agreement shall constitute a continuing waiver of any other provision of this Agreement.

The Parties agree that no failure to enforce any provision in this Agreement shall constitute a continuing waiver of any other provision of this Agreement.

14. Severance

The Parties agree that, in the event any provision of this Agreement is found to be unlawful or unenforceable, that / those provisions shall be deemed severed and the remainder of this Agreement shall be enforceable.

The Parties agree that, in the event any provision of this Agreement is found to be unlawful or unenforceable, that / those provisions shall be deemed severed and the remainder of this Agreement shall be enforceable.

15. Notices

- 15.1 All notices under this Agreement shall be deemed duly given if signed by the Party giving notice and be deemed duly given if signed by the Party giving notice, or by an authorised officer thereof, as appropriate.
- 15.2 Notices shall be deemed to have been given to the other Party by the following methods:
- 15.2.1 when delivered, if delivered by hand or by a messenger (including a courier or registered mail) during normal business hours of the recipient; or
 - 15.2.2 when sent, if transmitted by e-mail and a successful transmission report is received; or
 - 15.2.3 on the fifth business day after the date of posting, if mailed by national ordinary mail, postage paid; or
 - 15.2.4 on the tenth business day after the date of posting, if mailed by airmail, postage prepaid.
- 15.3 All notices under this Agreement shall be deemed to have been given to the most recent address, e-mail address, or telephone number of the Party to the other Party.

16. Law and Jurisdiction

- 16.1 This Agreement (including any amendments and variations) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 16.2 Any dispute, controversy, or claim arising out of or in connection with this Agreement (including any amendments and variations) shall be referred to and determined by the courts of England and Wales.

IN WITNESS WHEREOF this Agreement has been signed and sealed the day and year first before written

SIGNED by
<<Name and Title of person signing for Licensor>>
for and on behalf of <<Licensor's Name>>

In the presence of
<<Name & Address of Witness>>

SIGNED by
<<Name and Title of person signing for Licensee>>
for and on behalf of <<Licensee's Name>>

In the presence of
<<Name & Address of Witness>>

Patent Rights
<<Insert Details>>

SC

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Secrecy Undertaking
<<Insert Details>>

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Formal Patent Licence for Registration

Date: <<insert date>>

Parties:

- (1) "The Licensor": << >> of << >>
- (2) "The Licensee": << >> of << >>

Recitals:

- (A) The Licensor is the registered proprietor of Patent No << >> for an invention entitled << >>.
- (B) By an Agreement dated the <<insert month>> <<insert year>> it was agreed between the Parties that the Licensor would grant to the Licensee [a non-exclusive] licence under the said Patent as herein set out.
- (C) This Licence is granted in pursuance of the said Agreement and not in substitution therefor whereby nothing herein contained shall derogate from the said Agreement which shall remain in full force and effect.

Operative provision:

Pursuant to the said Agreement the Licensor hereby grants (and shall from the date of the publication of the application for the said Patent to have granted) to the Licensee [exclusive] [non-exclusive] authority to manufacture, use, exercise and sell the said invention and to do all other things which may be necessary for the protection of the said Patent on the terms and conditions of the said Agreement. The said Patent shall remain in force unless this Licence shall be terminated in accordance with the provisions of the said Agreement or unless the said Agreement shall ipso facto terminate.

IN WITNESS whereof the parties hereto have signed the above written

THE COMMON SEAL of the **LICENSOR** was hereunto affixed in the presence of:

Director

Secretary

THE COMMON SEAL of the **LICENSEE** was hereunto affixed in the presence of:

Director

Secretary