

Copyright License Agreement

Licensor Name (*hereinafter, referred to as "Licensor"*):

Licensor Organization (*if applicable*):

Licensor Contact Information:

Address:

Street:

City:

State/Zip:

Phone Number:

Email:

Licensee Name (*hereinafter referred to as "Licensee"*)

Licensee Organization (*if applicable*):

Licensee Contact Information:

Address:

Street:

City:

State/Zip:

Phone Number:

Email:

DISCLAIMER

NONE OF THE INFORMATION CONTAINED IN THIS GUIDE, THE TWO FORMS, OR THE CHART IS LEGAL ADVICE. IT IS AN EDUCATIONAL TOOL TO INFORM THE READER OF RELEVANT PROVISIONS OF US COPYRIGHT LAW. IF YOU HAVE A LEGAL ISSUE, OR YOU NEED LEGAL ADVICE, YOU SHOULD CONTACT AND HIRE A LAWYER.

THIS LICENSE AGREEMENT is made and entered as of the ___ day of _____, 20___ (the “Effective Date”) by and between Licensor and Licensee, collectively referred to as (the “Parties”).

RECITALS:

A. Licensor owns the copyright, title, trademarks, and all other related rights in and to the work entitled “ _____,” (hereinafter, “Work”) and has exclusive right to license others to produce, copy, make, or sell the Work.

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

THEREFORE, for and in mutual consideration, Licensor and Licensee agree as follows:

I. Grant of License and Rights

1.1 The materials that are subject of this Agreement shall consist of items that are more particularly described in **Schedule A**, which may be amended from time to time by both parties and duly signed thereafter.

1.2 Licensor hereby grants to Licensee, in accordance with the terms and conditions of this Agreement, a non-exclusive, non-transferrable license to use the Work for the Licensed Period and in accordance with the terms set forth in **Schedule B**.

II. Ownership of Work

2.1 Licensee acknowledges that Licensor is the sole and exclusive owner of the Work and of all associated U.S. copyright registrations, and Licensee shall do nothing inconsistent with such ownership. Licensee further agrees that it will not claim ownership rights to the Work, or any derivative, compilation, sequel or series, or related Work owned by or used by Licensor. Licensee agrees that nothing in this Agreement

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shall give Licensee any right, title, or interest in the Work other than the right to use the same in accordance with this Agreement.

2.2 Neither Licensee nor its representatives shall have right, title or interest in the Work except as expressly set forth in this Agreement.

2.3 The unauthorized use or distribution of the Work or any part thereof is illegal and could subject the user to substantial money damages. Licensee will be liable for any damage resulting from any violation of this Agreement, including any infringement of copyrights or other proprietary rights.

III. Specific Restrictions on Use of Work

3.1 Except as specifically provided elsewhere in this Agreement, Licensee shall not intentionally permit anyone other than themselves or their authorized representatives to use the Work.

3.2 Except as provided, Licensee shall not copy, modify, alter, supplement, reverse engineer or create derivative work of the Work or the idea or concept behind the Work without the prior written permission of Licensor.

3.3 Licensee may not remove, obscure or modify any copyright or other ownership notices included in the Work. All advertisement sales or presentations made to customers or clients of Licensee must bear the copyright or other ownership notices included in the Work. Licensee shall not re-brand the Work or any part thereof.

3.4 This license does not allow Licensee to grant any sub-licenses of any kind with respect to the Work.

IV. Term and Termination

4.1 This Agreement shall commence as of the Effective Date and shall continue in full force and effect until such time as either party provides not less than ninety (90) days written notice of termination to the other party.

4.2 Upon termination of this Agreement, Licensor agrees to allow Licensee to continue use of Work in materials created before the date of termination. Licensee

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agrees to discontinue using the Work in all materials created after the date of termination of this agreement.

V. General

5.1 Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

5.2 This Agreement and the Schedules constitute the entire agreement of the Parties and supersede all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

5.3 No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of the Parties.

5.4 If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the laws of U.S. or internationally, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

5.5 Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

5.6 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. To expedite the process of entering into this Agreement, the Parties agree that signed transmitted copies shall be deemed equivalent to original documents until such time as original documents are executed and delivered.

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THE PARTIES HAVE HERETO EXECUTED THIS AGREEMENT:

LICENSEE: _____

LICENSOR: _____

SCHEDULE A

CONTENT/DESCRIPTION OF WORK

SCHEDULE B

TERMS AND CONDITIONS FOR USE OF WORK

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