

Generic IP License Contract Template

1. Parties

This IP License Agreement ("Agreement") is made and entered into as of _____ ("Effective Date"), by and between:

- **Licensor:** _____
- **Licensee:** _____

2. Definitions

"Intellectual Property" ("IP"): _____

3. Grant of License

The Licensor hereby grants to the Licensee a _____ (exclusive/non-exclusive) license to use the IP for the following purpose(s): _____.

Territory: _____ Term: _____

4. Fees and Payment

The Licensee shall pay the Licensor the following fees: _____

5. Licensor's Rights and Obligations

1. The Licensor retains all rights not expressly granted in this Agreement.
2. The Licensor warrants that it holds the necessary rights to grant this license.

6. Licensee's Obligations

1. The Licensee will use the IP only as permitted under this Agreement.
2. The Licensee shall not transfer, sub-license, or assign rights without prior written consent.

7. Confidentiality

Both Parties agree to maintain the confidentiality of proprietary information exchanged under this Agreement.

8. Termination

This Agreement may be terminated by either Party in the event of a material breach, upon written notice.

9. Governing Law

This Agreement shall be governed by the laws of _____.

10. Entire Agreement

This Agreement constitutes the entire agreement between the Parties regarding the subject matter herein.

Licensor Signature

Name / Date

Licensee Signature

Name / Date