

# 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.

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Licensor Signature

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Name / Date

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Licensee Signature

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Name / Date