

Non-Exclusive Licensing Agreement Form Sample

This **non-exclusive licensing agreement form sample** provides a clear template for granting usage rights while allowing the licensor to retain full control over their intellectual property. It outlines the terms and conditions that protect both parties and ensure mutual understanding. Ideal for businesses seeking flexible licensing arrangements without exclusivity.

Non-Exclusive Licensing Agreement

This Non-Exclusive Licensing Agreement ("Agreement") is entered into as of [Date] by and between:

- **Licensor:** [Full Name / Company Name], with a place of business at [Address]
- **Licensee:** [Full Name / Company Name], with a place of business at [Address]

1. Grant of License

The Licensor hereby grants to the Licensee a non-exclusive, non-transferable, revocable license to use the following intellectual property: [Description of IP, e.g., software, artwork, trademarks] (the "Licensed Material") under the terms set forth in this Agreement.

2. Term

This Agreement shall commence on [Start Date] and continue until [End Date or specify if perpetual or subject to termination], unless terminated earlier in accordance with the provisions herein.

3. Territory

The rights granted under this Agreement are limited to the following territory: [Specify territory, e.g., worldwide, United States].

4. Fees and Payment

The Licensee shall pay the Licensor the following license fee: [Specify fee, if any]. Payment shall be made according to the following schedule: [Specify payment terms].

5. Ownership

The Licensee acknowledges that the Licensor remains the sole owner of the Licensed Material and any associated intellectual property rights.

6. Restrictions

- The Licensee shall not sublicense, transfer, or assign the Licensed Material without prior written consent of the Licensor.
- The Licensee shall not modify, reverse engineer, or create derivative works unless explicitly permitted.

7. Termination

Either party may terminate this Agreement with [number of days, e.g., 30] days' written notice. Upon termination, the Licensee shall cease all use of the Licensed Material.

8. Indemnification

Each party agrees to indemnify and hold harmless the other party from claims arising from its breach of this Agreement or misuse of the Licensed Material.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction].

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Licensor:

Signature: _____
Name: [Licensor Name]
Title: [Licensor Title]
Date: [Date]

Licensee:

Signature: _____
Name: [Licensee Name]
Title: [Licensee Title]
Date: [Date]

This is a sample template for reference only. Consult with a legal professional before use.