

Sample Licensing Contract Form

This **sample licensing contract form** provides a clear framework for granting permission to use intellectual property. It outlines terms, conditions, and rights to ensure proper legal protection for both licensors and licensees. Using this contract helps facilitate transparent agreements and avoids potential disputes.

LICENSING CONTRACT

This **Licensing Contract** (   Agreement   ) is made as of *[Date]*, by and between:

- **Licensor:** *[Licensor Name]*, with a principal address at *[Licensor Address]*.
- **Licensee:** *[Licensee Name]*, with a principal address at *[Licensee Address]*.

1. Grant of License

The Licensor hereby grants to the Licensee a *[exclusive/non-exclusive]*, *[revocable/irrevocable]* license to use the following intellectual property: *[Describe IP: e.g., patent, trademark, copyright, trade secret]*, for the following purpose(s): *[Describe purpose]*, within the following territory: *[Geographic scope]*, for the following period: *[Start and End Dates or    term of this Agreement   ]*.

2. Payment and Royalties

Licensee agrees to pay Licensor a licensing fee of *[Amount]* and ongoing royalty payments of *[Percentage or amount]* based on *[net sales/usage/revenue]*. Payments shall be due *[Frequency-monthly/quarterly/annually]*.

3. Intellectual Property Ownership

Ownership of the intellectual property remains with the Licensor. Licensee shall not claim any ownership rights and shall not use the IP beyond the terms stated herein.

4. Quality Control

Licensee agrees to maintain the quality standards set by the Licensor and to submit samples or reports as requested.

5. Confidentiality

Both parties agree to keep all non-public information received in confidence and not to disclose it to any third party except as required by law.

6. Term and Termination

This Agreement begins on *[Start Date]* and continues until *[End Date or specify event/condition for termination]*. Either party may terminate this Agreement with *[number]* days written notice for breach of contract or non-payment.

7. Warranties and Indemnities

Licensor warrants that it has the right to grant the license. Licensee agrees to indemnify Licensor for any misuse or unauthorized use of the IP.

8. Governing Law

This Agreement is governed by the laws of *[Jurisdiction]*.

9. Entire Agreement

This document constitutes the entire agreement between the parties and supersedes all prior agreements, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Licensing Contract as of the Effective Date.

Licensor Signature
Date: *[Date]*

Licensee Signature
Date: *[Date]*