

# Exclusive Licensing Agreement Form Sample

This **exclusive licensing agreement form sample** provides a clear and legally sound template to outline the terms and conditions between parties. It ensures the protection of intellectual property rights while granting exclusive usage permissions. Use this sample to streamline contract creation and avoid potential disputes.

## Exclusive Licensing Agreement

This **Exclusive Licensing Agreement** (the "Agreement") is made and entered into as of [Date], by and between:

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

### 1. Grant of License

The Licensor hereby grants to the Licensee an exclusive, non-transferable license to use, reproduce, and distribute the following intellectual property (the "Licensed Material"):

- [Describe the Licensed Material, e.g., patents, trademarks, software, etc.]

### 2. Term

This Agreement shall commence on [Start Date] and remain in effect for [Duration or Expiration Date], unless terminated earlier in accordance with the terms set forth herein.

### 3. Payment and Royalties

The Licensee agrees to pay the Licensor the following consideration for the exclusive license:

- Upfront payment: [\$ Amount]
- Ongoing royalties: [% Percentage or Amount] of all revenues derived from use of the Licensed Material.

### 4. Intellectual Property Protection

The Licensor retains all rights, title, and interest in and to the Licensed Material not expressly granted to the Licensee herein. Licensee shall not challenge Licensor's ownership of the Licensed Material.

### 5. Confidentiality

Both parties agree to maintain the confidentiality of proprietary information and trade secrets exchanged under this Agreement.

### 6. Termination

This Agreement may be terminated by either party upon written notice if the other party breaches any material term of this Agreement and fails to cure such breach within [Number] days.

### 7. Governing Law

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

### 8. Signatures

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

**Licensor:**

**Licensee:**

\_\_\_\_\_  
Name:

Title:

\_\_\_\_\_  
Name:

Title:

*This sample document is for informational purposes only and should not be considered legal advice. Consult with a qualified attorney before finalizing any legal agreement.*