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# PATENT AND KNOW-HOW LICENSE AGREEMENT

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BETWEEN

[full legal name entity 1]

AND

[full legal name entity 2]

DATED

[date, year]

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# PATENT AND KNOW-HOW LICENSE AGREEMENT

This license agreement ("**the Agreement**") is considered a written confirmation of what has been agreed as from [date, year] ("**Effective Date**"),

## BETWEEN

1. [full legal name entity 1], a company established under the laws of [country] and having its registered office at [full address], [country], duly represented by [full name and function], hereinafter referred to as "**Licensor**";

## AND

2. [full legal name entity 2], a company established under the laws of [country] and having its registered office at [full address], [country], duly represented by [full name and function], hereinafter referred to as "**Licensee**";

Jointly hereinafter referred to as "**Parties**"

## PRELIMINARY STATEMENTS

1. Licensor and Licensee are both part of the [XYZ] group of companies;
2. Licensor is the holder of certain patent applications and patents, and possesses proprietary know-how, relating to [insert description of technical field];
3. Licensee wishes to obtain, and Licensor wishes to grant to Licensee, a license under the patent applications and patents and the proprietary know-how for the development and commercialization of product for [insert description of field of use];

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, LICENSOR AND LICENSEE AGREE AS FOLLOWS:**

## Article 1 Definitions

1. For the purpose of this Agreement, the following terms shall have the meaning assigned to them below unless the context requires otherwise:
  - a) Agreement means this Patent and Know-How License Agreement and Appendices A and B hereto, modified or supplemented by the Parties from time to time.
  - b) Confidential Information means any and all information that is disclosed by one Party to the other Party and that relates to the Technology or the Product,

- k) Term means the period commencing on the Effective Date and terminating as set forth in Article 12 hereof.
  - l) Territory means [insert list of countries covered by the license granted hereunder].
2. Unless there is something inconsistent in the subject or context, words denoting the singular number include the plural and vice versa; words denoting one gender include the other genders; words denoting individuals include corporations and vice versa; and references to “person” include a firm or corporation.

## **Article 2 License Grant**

1. On the terms and conditions set forth herein, Licensor hereby grants to Licensee an exclusive license under Licensor’s Technology to: (i) research and develop Product, and (ii) make, have made, use, import, export, market, offer to sell, sell or have sold Product in the Field anywhere in the Territory.
2. Licensor represents and warrants that, to the best of its knowledge, it owns the rights to the Technology. Licensee shall not have the right to grant sublicenses under this Agreement without the prior written consent of Licensor.
3. Licensee hereby acknowledges that Licensor is the sole and rightful owner of the Technology and agrees that it will not claim any rights in or to the Technology save the permission to use it as specifically provided in this Agreement.
4. All costs and expenses for maintenance and enhancement of the Technology shall be borne by Licensor.

## **Article 3 Conveyance of Information**

Within [insert number] calendar days of the Effective Date Licensor shall convey to Licensee all relevant information under its control involving the Technology. Licensor will promptly provide Licensee any other such information of which it becomes aware during the Term. For the purpose of this Article 3, information shall not be deemed under Licensor’s control if such information is protected by obligations of confidentiality or non-use to third parties.

## **Article 4 Development and Commercialization**

1. Licensee shall have the right to make all decisions relating to development and commercialization of Product, including, but not limited to, all decisions relating to the research and development of Product and the manufacturing, marketing, sale and pricing of Product.
2. Licensee shall market the Product in at least the following major countries: [insert list of countries] and shall have commenced marketing of the Product in each such country within [insert number] calendar days of the Effective Date.

## **Article 14    Miscellaneous**

1. Both Parties will be released from their respective obligations in the event of national emergency, war, prohibitive governmental regulation or any other cause beyond the reasonable control of the parties or either of them renders the performance of the Agreement impossible whereupon: all money due under this agreement shall be paid immediately.
2. All amendments, changes or additions to this Agreement shall be put in writing. In the event any term or clause of this Agreement is found unlawful or unenforceable, it shall be severable without effect on the remaining terms of clauses hereof.
3. Any notice to be served on either of the Parties by the other shall be sent by prepaid deliveries, registered post or email. All communication shall be in the English language or other language as may be agreed.
4. The Parties agree that, in the performance of this Agreement, they are and shall be independent contractors. Nothing herein shall be construed to constitute either party as the agent of the other party for any purpose whatsoever, and neither party shall bind or attempt to bind the other party to any contract or the performance of any obligation, or represent to any third party that it has any right to enter into any binding obligation on the other party's behalf.
5. Licensee shall not be entitled to assign the benefit or delegate the burden of this Agreement.

## **Article 15    Applicable Law and Disputes**

1. This Agreement shall be governed in all respects, including validity, interpretation and enforcement, by the laws of the [country].
2. Any dispute between the Parties regarding this Agreement shall be submitted to the exclusive jurisdiction of the competent courts of [city], [country].