

License for Electronic Rights Agreement

This Packet Includes:

1. General Information
2. Instructions and Checklist
3. License for Electronics Rights Agreement

General Information

License for Electronic Rights Agreement

This License for Electronic Rights Agreement is between a licensee and licensor for the license and use of electronic rights. Electronic rights concern copyrights in published material on the Internet in which a copyright is automatically extended. This agreement grants license rights to a specific work which will be used for an explicit purpose. This agreement sets out the purpose, the period for which the license is given and any limitation on the extended rights. It also sets out the fee which the licensee will receive for the granting of the electronic rights.

It is imperative that this type of business arrangement be clearly set out in writing. A written License for Electronic Rights Agreement will be invaluable in the event there is miscommunication or disagreements regarding the use of the copyrighted work which is the subject of the agreement.

Instructions and Checklist

License for Electronic Rights Agreement

- Both parties must read the agreement carefully.
- Insert all requested information in the spaces provided on the form.
- This form contains the basic terms and language that should be included in similar agreements.
- Read the "Grant of Rights" provision carefully and ensure that it contains a comprehensive list of all rights.
- This agreement includes an arbitration provision. If you prefer to settle any disputes through the court system, simply remove this provision and replace it with applicable language.
- Both the licensee and licensor must sign the agreement.
- Both parties should retain either an original or copy of the signed agreement.
- All legal documents should be kept in a safe location such as a fireproof safe or safe deposit box.

DISCLAIMER:

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LICENSE FOR ELECTRONIC RIGHTS AGREEMENT

This Agreement (“Agreement”) is entered into on this _____ day of _____ [month and year] at _____ [place of execution], between [name] (Licensee), _____ at [address], and [name] (Licensor), _____ at [address] with respect to the licensing of certain electronic rights (as defined in clause 4 below) in the work created by the Licensee (hereinafter referred to as “Work”);

- 1. Description of work:** The Licensor wishes to license certain electronic rights in the Work which the Licensee has created and which describes as follows;

Title _____

Subject matter _____

Form in which electronic rights shall be delivered _____

- 2. Delivery date:** The Licensee agrees to deliver the electronic rights within _____ days after the signing of this Agreement.

- 3. Grant of rights:** Upon receipt of full payment the Licensor grants to the Licensee the following electronic right in the Work: _____

For use as _____ in the _____ language, for the product or publication named _____ in the _____ for the period commencing from _____ to _____. With respect to the usage shown above the Licensee will have exclusive rights unless specified to the contrary here.

Other limitations _____ if the Licensee does not complete its usage under this paragraph 3 by _____ [insert date] all rights granted but not exercised shall without further notice revert to the Licensor without prejudice to the Licensee’s rights to retain sums previously paid and collect additional sums due.

- 4. Reservation of rights:** All rights not expressly granted hereunder are reserved to the Licensor, including but not limited to all rights and all electronic rights. For the purpose of this Agreement, electronic rights are defined as rights in the digitized form of works that can be encoded, stored, and retrieved from such media as computer discs, CD ROM. Computer database, and network servers.

- 5. Fee:** Licensee agrees to pay the Licensor a fee of _____ [Insert fee] for the usage rights granted, or an advance to be recouped against royalties computed as follows _____

- 6. Additional Usage:** If the Licensee wishes to make any additional use of the electronic rights granted in the Work, Licensee has to seek permission from the Licensor and make such payments as are agreed between the parties at that time.

- 7. Alterations:** Licensee shall not make or permit any alteration to the Work, whether by adding or removing material from the Work, without the permission of the Licensor.

- 8. Assignments:** This Agreement shall be binding upon and inure to the benefit of the parties and

their respective successors and permitted assigns. Neither party will assign or sublicense, in whole or in part, any of its rights or obligations under this Agreement without the prior written consent of the other party, which will not be unreasonably withheld or delayed”.

9. Payment Terms: Licensee agrees to pay the Licensor within _____ days of receipt of Licensor’s bill.

10. Termination: This Agreement shall be effective for as long as the Licensed Work is enforceable. Either Party shall have the right to terminate this Agreement with cause and without judicial resolution upon written notice to the other after the non-breaching Party notifies the asserted breaching Party of a breach of any provision of this Agreement. Licensee agrees that this Agreement shall automatically terminate if Licensee attempts, in any way, to pledge its rights under this Agreement as collateral to a third party.

11. Loss theft or damage: The ownership of the Work and all electronic rights granted to the Licensee under this Agreement shall remain with the Licensor. Licensee agrees to assume full responsibility and be strictly liable for loss, theft or damage to the Work from the time of Agreement. Licensee further agrees to immediately return the Work without any damage upon termination of the Agreement. Licensee agrees to reimburse Licensor for fair and reasonable values in the event of loss, theft or damage.

12. Arbitration: All disputes arising under this Agreement shall be binding and settled according to the American Arbitration Association rules in effect at the time the dispute is referred to Arbitration. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof.

13. Miscellaneous : The Agreement shall be binding upon the parties hereto their heirs, successors, and assigned personal representatives. The terms of the Agreement can be modified only by an instrument in writing signed by both the parties. A waiver of breach of any of the provisions of this Agreement shall not be construed as a continued waiver. This Agreement shall be governed by the laws of the state of _____ [insert State] without regard to its conflict of law principles.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date set for the above.

Licensee

Licensor

Signature

Name: _____

Address: _____

Signature

Name: _____

Address: _____
