This is to be used as inspiration, a template or a guide to create your own agreement. Please consider what you want from the partnership and think about what things to need to mutually agree on. You can use any of these clauses and sections for either a service or license agreement (license being a particular product e.g. a training course that you may be providing for another organisation). If using this document as a Service Agreement sections 12 – 15 can generally be removed. However, any irrelevant section(s) can be removed as required.

A useful idea would be to begin by replacing the SUPPLIER and CONTRACTOR wording first, you will then have a clearer picture of what is happening (e.g Unless the prior written approval of *Adele* is obtained, *Sony Records* may not modify or change the Authored Work in any manner.) It is easier to follow.

Everything written in red needs to be filled or considered. The final document should be free of red type.

**Service / License Agreement** \*delete as appropriate\*

**SERVICE / LICENSE** \*delete as appropriate\* **AGREEMENT between:**

***The SUPPLIER – INSERT NAME HERE (SUPPLIER)***

INSERT ADDRESS HERE

(Supplier)

and

***The CONTRACTOR – INSERT NAME HERE (CONTRACTOR)***

INSERT ADDRESS HERE

(Contractor)

**DATE:** This Agreement is made effective as of INSERT DATE.

1. **SCOPE OF THE AGREEMENT**

The purpose of the Agreement is to ensure OVERALL AIM OF PROJECT / PARTNERSHIP OR AGREEMENT.

This agreement covers DETAILS OF ACTUAL WORK AND GEOGRAPHIC AREA THAT THE WORK WILL BE DELIVERED.

1. **OPERATIVE PERIOD.**

This agreement will commence on INSERT DATE and will continue until INSERT DATE. It will then be reviewed INSERT PERIOD. This Agreement may be terminated by either party by providing INSERT NUMBER days’ written notice to the other party.

1. **FEES.**

CONTRACTOR will pay to SUPPLIER a fee which will be calculated as follows:

FIGURE for delivery of TITLE, CONCEPT OR CONTENT per AGREED PERIOD. YOU CAN ALSO ADD WHEN, HOW OFTEN AND BY WHAT METHOD IF NECESSARY

1. **AMENDMENT.**

This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

1. **ENTIRE AGREEMENT.**

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior oral or written between the parties.

1. **DEFAULTS**

If CONTRACTOR fails to abide by the obligations of this Agreement, including the obligation to make a payment when due \*if applicable\*, SUPPLIER shall have the option to cancel this Agreement by providing INSERT NUMBER day written notice to CONTRACTOR.

1. **ADDITIONAL RESPONSIBILITIES**

**SUPPLIER**

THIS SECTION IS TO PROVIDE ANY ADDITIONAL TERMS OF CONDITIONS THAT THE SUPPLIER MAY NEED TO OFFER, TRAINING FOR STAFF, HR ARRANGEMENTS, TRAINING, EQUIPMENT ETC ARE ALL EXAMPLES OF ADDITIONAL RESPONSIBILITIES. THIS CAN BE A USEFUL SECTION FOR OTHER SPECIAL CONSIDERATIONS DISCUSSED DURING NEGOTIATIONS.

**CONTRACTOR**

THIS SECTION IS TO PROVIDE ANY ADDITIONAL TERMS AND CONDITIONS THAT THE CONTRACTOR MAY AGREE TO, EXCLUSIVITY OF PRODUCT, STAFF, TRAINERS OR SERVICE ARE ALL EXAMPLES. THIS CAN BE A USEFUL SECTION FOR OTHER SPECIAL CONSIDERATIONS DISCUSSED DURING NEGOTIATIONS.

1. **WAIVER OF CONTRACTUAL RIGHT.**

The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this Agreement.

1. **MEDIATION**

All disputes under this Agreement that cannot be resolved by the parties shall be submitted to a mediator mutually chosen by the parties before any court proceedings are undertaken.

1. **SIGNATORIES.**

This Agreement shall be signed on behalf of SUPPLIER by NAME - POSITION and on behalf of CONTRACTOR by NAME - POSITION.

**LICENSE SPECIFIC SECTION – TO BE REMOVED IF USING AS SERVICE AGREEMENT**

1. **MODIFICATIONS.**

Unless the prior written approval of SUPPLIER is obtained, CONTRACTOR may not modify or change the Authored Work in any manner.

1. **GRANT OF LICENSE.**

SUPPLIERowns TITLE, CONCEPT OR CONTENT (the “Authored Work”). In accordance with this agreement, SUPPLIER grants CONTRACTOR an exclusive license to use the Authored Work. SUPPLIER retains title and ownership of the Authored Work and derivative works will be assigned to SUPPLIER by CONTRACTOR. This grant of licence only applies to the following described geographical area: INSERT AREA (if applicable)

1. **BRANDING**

PROJECT / WORK delivered in AREA within the scope of this agreement will be branded by CONTRACTOR with PROJECT / ORGANISATION branding and will acknowledge SUPPLIER’S role in delivery.

1. **INTELLECTUAL PROPERTY**

All reports, materials and mailing lists and other intellectual property developed by CONTRACTOR will be owned by CONTRACTOR. All reports, materials, mailing lists and other intellectual property developed by SUPPLIER will be owned by SUPPLIER.

Each party undertakes to permit the copying and use of relevant intellectual property to the other where this will enable the delivery of training within this Agreement providing:-

* It is not sold to a third party
* It is not used to the detriment of the other party
* Copyright is acknowledged

1. **WARRANTIES**

Neither party makes any warranties with respect to the use, sale, or other transfer of the Authored Work by the other party or by any third party, and CONTRACTOR accepts the product “AS IS.” In no event will SUPPLIER be liable for direct, indirect, special, incidental, or consequential damages, that are in way related to the Authored Work.

**ADD THIS SIGNATURE SECTION TO THE BOTTOM OF THE AGREEMENT**

**SUPPLIER – ORGANISATION / INDIVIDUAL NAME:**

**Date:**

**CONTRACTOR – ORGANISATION / INDIVIDUAL NAME :**

**Date:**