**This document contains three samples, including a one-paragraph letter-style agreement and two more complicated multi-page agreements.**

**SAMPLE NON-EXCLUSIVE COPYRIGHT LICENSE**

[Date]

[Addressee]

Dear [Addressee]:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby grants you permission to copy, sell and distribute [or describe precisely the rights to be granted to licensee] copies of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [describe precisely any identifying details of the works to be licensed, including, as appropriate, titles, authors, where and when previously published, etc.] and to incorporate the copyright work, in whole or in part, into derivative works for sale and distribution \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [describe any market limitations such as language, geography].

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ retains all other rights in the copyright work, including without limitation, the right to copy and distribute the work \_\_\_\_\_\_\_\_\_\_\_ [include here agreed upon limitations to reserved rights, if any, such as the right to distribute only in certain markets or under certain circumstances.]

Sincerely,

[Authorized officer]

**SAMPLE COPYRIGHT LICENSE**

This Agreement (the “Agreement”) is made by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Owner”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with its principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Organization”).

**RECITALS**

A. Organization is [describe organization], engaged in [describe activities that are relevant to the desire to license Owner's copyrighted material].

B. Owner owns the copyright to certain materials relating to [describe activity] and is willing to allow Organization to copy and utilize such materials under the terms herein set forth.

**NOW THEREFORE**, in consideration of the mutual covenants and promises herein contained, the Owner and Organization agree as follows:

1. This Agreement shall be effective as of (the “Effective Date”).

2. Owner hereby grants Organization a non-exclusive right to copy certain materials described in Attachment A (the “Material”), in whole or in part, and to incorporate the Material, in whole or in part, into other works (the “Derivative Works”) for Organization’s internal use only.

3. All right, title and interest in the Material, including without limitation, any copyright, shall remain with Owner.

4. Owner shall own the copyright in the Derivative Works.

5. This Agreement may be terminated by the written agreement of both parties. In the event that either party shall be in default of its material obligations under this Agreement and shall fail to remedy such default within sixty (60) days after receipt of written notice thereof, this Agreement shall terminate upon expiration of the sixty (60) day period.

6. Attachment A is incorporated herein and made a part hereof for all purposes.

7. This Agreement constitutes the entire and only agreement between the parties and all other prior negotiations, agreements, representations and understandings are superseded hereby.

8. This Agreement shall be construed and enforced in accordance with the laws of the United States of America and of the State of Texas.

**IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representatives to execute this Agreement.

**[Full Name of Owner]**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
[Name] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
[Title]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[Full Name of Organization]**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
[Name] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
[Title]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SAMPLE COPYRIGHT LICENSE AGREEMENT**

This AGREEMENT is entered into this day of , 19\_\_ , by and between Major Publishing House ("Licensor") and Multimedia Publications Inc. ("Licensee").

**RECITALS**

A. Licensor owns the copyright, title, trademarks and all other related rights in and to the work entitled "\_\_\_\_\_\_\_\_\_\_\_\_\_ " (hereinafter "Material").

B. Licensee is engaged in the development of interactive multimedia titles.

C. Licensee desires to obtain the rights to incorporate portions of the Material into one (1) new interactive multimedia work (hereinafter "Work").

NOW, THEREFORE, in consideration of the promises, conditions, covenants and warranties herein contained, the parties agree as follows:

**1. Rights Granted.**

Licensor hereby grants to Licensee, its successors and assigns, an exclusive right, license and privilege worldwide (the "Territory") to:

a. incorporate the Materials into the Work and reproduce, distribute, import and sell the Work on CD-ROM for the following platforms throughout the Territory; [itemize platforms]

b. utilize the phrase "incorporating excerpts from [ ]" on or in connection with the packaging, advertising, publicizing, marketing and distribution of the Work; and

c. publicly perform and authorize others to perform the Work (and those portions of the Material incorporated therein) in connection with the advertising, publicizing, marketing, distribution and use of the Work.

**2. Licensor's Rights and Obligations.**

a. Licensor warrants and represents that it owns all right, title and interest in and to the Material.

b. Licensor reserves unto itself all rights of every kind and nature except those specifically granted to Licensee herein; provided, that Licensor shall not grant any rights to use the Material or any portion thereof in any other interactive multimedia work without Licensee's written consent, unless Licensee fails to release Work to the public on or before [date].

**3. Licensee's Rights and Obligations.**

a. Licensee shall be solely responsible for providing all funding and technical expertise for the development and marketing of the Work.

b. Licensee shall be the sole owner of the Work and all proprietary rights in and to the Work; except, such ownership shall not include ownership of the copyright in and to the Material or any other rights to the Material not specifically granted in Section 1 above.

**4. Payments.**

a. For the rights granted by Licensor herein, Licensee shall pay to Licensor a royalty calculated as follows:

[ ] per unit on the first [ ] units of the Work sold by Licensee.

[ ] per unit on the next [ ] units of the Work sold by Licensee.

[ ] per unit on all sales of the Work over [ ] units.

These royalties are based upon a suggested retail price for the Work of US$ and will be adjusted up or down on a prorata basis should the suggested retail price of the Work change. However, under no circumstances shall royalties to Licensor be less than [ ] per unit.

b. Licensee shall pay to Licensor [ ] on the signing of this agreement as an advance against the royalties set forth in Section 4.a above.

c. Licensee shall render to Licensor on a quarterly basis, within forty-five (45) days after the end of each calendar quarter during which the Work is sold, a written statement of the royalties due to Licensor with respect to such Work. Such statement shall be accompanied by a remittance of the amount shown to be due. Licensor shall have the right, upon reasonable request, to review those records of Licensee necessary to verify the royalties paid. Any such audit will be conducted at Licensor's expense and at such times and in such a manner as to not unreasonably interfere with Licensee's normal operations. If a deficiency is shown by such audit, Licensee shall immediately pay that deficiency.

**5. Warranty and Indemnification.**

a. Licensor warrants and represents that it has the full right, power and authority to enter into this Agreement and to grant the rights granted herein; that it has not previously licensed the interactive multimedia rights to the Material to any third party; and that Licensee's inclusion and use of the Material will not violate any rights of any kind or nature whatsoever of any third party. Licensor shall indemnify and hold harmless Licensee, its successors, assigns and licensees, and the respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fee), arising out of or in any way connected with any breach of any representation or warranty made by Licensor herein.

b. Licensee shall indemnify and hold harmless Licensor, its successors, assigns and licensees, and the respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any claim that the Work infringes any intellectual property rights or other rights of any third party, except to the extent such claim arises from a breach by Licensor of Section 5.a above.

**6. Term and Termination.**

a. The term of this Agreement shall be fifteen (15) years from the date of execution by both parties, unless terminated earlier pursuant to this section.

b. This Agreement shall be subject to termination at the election of Licensor, in the event that Licensee fails to begin distributing Work within one (1) year of the date on which all parties have signed this Agreement, by written notice given by Licensor to Licensee within thirty (30) days of the running of that one (1) year period.

c. This Agreement shall be subject to termination at the election of Licensor, by written notice to Licensee, where there has been a default in the due observance or performance of any material covenant, condition or agreement herein by Licensee, and such default has continued for a period of thirty (30) days after written notice specifying the same shall have been given to Licensor.

d. This Agreement shall be subject to termination at the election of Licensee, by written notice to Licensor, where there has been a default in the due observance or performance of any material covenant, condition or agreement herein by Licensor and such default has continued for a period of thirty (30) days after written notice specifying the same shall have been given to Licensee.

e. Upon termination or expiration of this Agreement, Licensee shall cease reproducing, advertising, marketing and distributing the Work as soon as is commercially feasible. Notwithstanding the foregoing, Licensee shall have the right to fill existing orders and to sell off existing copies of the Work then in stock, provided, the sell-off period shall not exceed six (6) months from the date of termination. Licensor shall have the right to verify the existence and validity of the existing orders and existing copies of the Work then in stock upon reasonable notice to Licensee.

f. Termination or expiration of this Agreement shall not extinguish any of Licensee's or Licensor's obligations under this Agreement (including, but not limited to, the obligation to pay royalties) which by their terms continue after the date of termination or expiration.

**7. General Provisions.**

**a. Successors/Assigns.**

This Agreement is binding upon and shall inure to the benefit of the respective successors and/or assigns of the parties hereto.

**b. Integration.**

This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and may not be modified or amended except by written agreement executed by the parties hereto.

**c. Governing Law: Forum.**

This Agreement shall be governed by the laws of the State of Texas, applicable to agreements made and to be wholly performed therein.

**d. Notice.**

The address of each party hereto as set forth below shall be the appropriate address for the mailing of notices, checks and statements, if any, hereunder. All notices shall be sent certified or registered mail and shall not be deemed received or effective unless and until actually received. Either party may change their mailing address by written notice to the other.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed the day and year set forth above.

[Name and Address of Licensor]

By:

Title:

[Name and Address of Licensee]

By:

Title: