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## Content Space

# Licensing Factsheet

## Clauses in a copyright licensing agreement

When parties enter into bespoke licensing arrangements, the agreements will look different although they will generally have similar clauses. If you are thinking about obtaining specific agreement for the use of content, then think in particular about these clauses.

- Parties to the agreement: the licensor and the licensee
- Dates: the date of commencement of the agreement and the duration.
- Description: a description of the copyright being licensed and for what purposes
- Consideration (if any): the consideration that is to be paid by the licensee whether royalties a lump sum; payment made for particular milestones
- Territorial reach: the territory covered by the licence
- Exclusivity: whether the licence is sole exclusive or non-exclusive

A more complicated agreement will contain other clauses that may include the following:

- Recitals to the agreement: these will contain background information on what the parties are trying to achieve with the agreement and may also contain information on any previous agreements between the parties and whether they related to the current agreement.
- Definitions: it is common to have a section containing definitions of specific terms in the agreement.

- Confidentiality: this will detail what information should remain confidential to the parties and should not be disclosed.
- Warranties: it is common to have a warranty clause that declares that the parties have the capacity to enter into the agreement
- Indemnities: this clause will contain statements on limitation of liability of each party in the event of certain occurrences
- Dispute resolution: this will contain information on how disputes should be dealt with – for instance if a third party should be appointed to adjudicate in the event of a dispute
- Law and Jurisdiction: this will subject the agreement to a governing law and jurisdiction of a specific court.

## Internet resources

There are many internet resources looking at the content of IP licences. Some useful ones include the following:

- An Anatomy of a Licensing Agreement: presentation made at the WIPO-CSIR Workshop on Licensing and Technology Transfer; New Delhi; India, July 4-8, 2005. Available at: [http://www.wipo.int/export/sites/www/sme/en/activities/meetings/csir\\_india\\_05/licensing\\_agreement\\_ganguli.ppt](http://www.wipo.int/export/sites/www/sme/en/activities/meetings/csir_india_05/licensing_agreement_ganguli.ppt)
- Dave Washburn, Vice President UTRF, presents on the basic terms of a university technology license agreement and the foundation for inclusion of those terms and conditions. He explains the relative importance of each term, including which might be negotiable or non-negotiable, and provides some basic strategies for mitigating concerns. Available at <http://vimeo.com/51019545>
- Example of a US copyright ownership and licence agreement. The clauses could easily be adapted for jurisdictions elsewhere. Available at <https://www.docracy.com/8770/copyright-ownership-and-license-agreement>
- The Intellectual Property Office in the UK has a useful licensing booklet that contains a checklist of what to think about when licensing IP. Available at [https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/320811/licensingbooklet.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/320811/licensingbooklet.pdf)