

## EXCLUSIVE LICENSING AGREEMENT

THIS AGREEMENT made effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**BETWEEN:**

**LICENSEE**  
[address]  
(the "Licensee")

**OF THE FIRST PART**

**- and -**

**LICENSOR**  
[address]  
(the "Licensor")

**OF THE SECOND PART**

**WHEREAS:**

- A. Licensor is engaged in research and development for the purpose of creating the *[insert name of product being developed]* (the "Product"), for which patent applications as set out in Schedule "A" to this Agreement have been applied for (the "Patent Rights");
- B. Licensor has acquired processes, trade secrets, manufacturing techniques, marketing surveys and know-how during the development of the Product, which shall be collectively referred to as the "Licensed Rights";
- C. Licensor desires to provide to Licensee and Licensee desires to acquire from Licensor an exclusive right to manufacture, market and distribute the Product and to provide the Patent Rights and the Licensed Rights for the Territory (as hereinafter defined);
- D. The parties hereto desire to set forth the terms and conditions of an irrevocable, absolute, exclusive and indivisible license for the Territory to manufacture, market and distribute the Product and to set forth the terms and conditions by which Licensee obtains the exclusive rights to the Patent Rights and the Licensed Rights.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

### **Article I - Interpretation**

#### **1.1 Definitions**

Unless otherwise specifically set out herein, the following words and phrases shall have the following meanings wherever used in this Agreement;

- (a) "Agreement" means this Agreement, and any schedules and attachments hereto;
- (b) "Force Majeure" means, in relation to either party, any circumstances beyond the reasonable control of that party (including, without limitation, any strike, lockout or other form of industrial action);

- (c) "Gross Sales" means all amounts received by Licensee from the sale, rental, lease or other use payments received from the Product less any discounts, bad debts, returns, taxes, freight or other similar adjustments;
- (d) "Intellectual Property" means any patent, copyright, registered design, trade mark or other industrial or intellectual property right, including the names *[insert product names, brand names, etc]*, subsisting in the Territory in respect of the Product, as listed in Schedule "A", and includes any improvements thereto;
- (e) "Product" means *[insert name of product]* and any and all developments and improvements made thereto, whether those improvements are made or initiated by either Licensor or Licensee and extending to any use to which the Product, the developments and improvements thereto may be applied and not limited to the industry for which originally intended;
- (f) "Territory" means all countries of the world.

## **1.2 Preamble and Schedules**

The parties hereby confirm and ratify the matters contained and referred to in the Preamble to this Agreement and agree that the same and the various schedules hereto are expressly incorporated into and form part of this Agreement.

## **1.3 Schedules**

The schedules to this Agreement are as follows:

*[list schedules]*

## **Article II - Exclusive License**

### **2.1 Exclusivity**

Licensor hereby grants to Licensee an irrevocable, absolute, exclusive and indivisible license to manufacture, market, distribute and sell the Product in the Territory and provides the Patent Rights and the Licensed Rights to Licensee for its exclusive use in the Territory, and Licensee agrees to act in the capacity of licensee, subject to the terms and conditions of this Agreement.