



This Agreement is made the.....day of 202[1] between [INSERT ORGANISATION'S FULL NAME AND ADDRESS] ("the Licensor") and the Licensee named below at Part 1.

[The Licensor is the trading subsidiary of [INSERT INSTITUTION'S FULL NAME] ("the Owner")][*Only use if the agreement is being entered into by the institution's trading subsidiary*]

Part 1 – Commercial terms

1.	Licensee:	Name:	
		Address:	
		Registered Company Number: (if applicable)	
		Licensee's Authorised Representative:	
2.	Licensor Representative:		
3.	Licensed Products:	<i>[Insert description] / [As documented in Schedule 1]</i>	
4.	Marks:	<i>[Insert description] / [As documented in Schedule 2]</i>	
5.	Images:	<i>[Insert description] / [As documented in Schedule 3]</i>	
6.	Commencement Date:	<i>[insert date]</i>	
7.	Royalty (as a % of Net Selling Price):	10%	
8.	Exclusivity:	<i>[Please insert on a case by case basis]</i>	
9.	Territory:	Worldwide	
10.	Approval Period:	21 days	
11.	Special Conditions:	<i>[Please insert on a case by case basis]</i>	

This Agreement shall comprise the terms set out in (i) the above Commercial Terms and (ii) the [insert name of organisation's] Terms and Conditions attached ("the Terms and Conditions") to the exclusion of all other terms, unless otherwise agreed in writing by both parties.

By signing below the parties hereby accept and agree to be bound by the terms of this Agreement.

SIGNED: _____ PRINT NAME: _____ duly authorised to sign for and on behalf of **the Licensee**

SIGNED: _____ PRINT NAME: _____ duly
authorised to sign for and on behalf of **the Licensor**

*[COUNTER-SIGNED: _____ PRINT NAME: _____ duly
authorised to counter-sign for and on behalf of **the Owner**]*

Schedule 1
The Licensed Products

Schedule 2
The Marks

Schedule 3
Image selection