LICENSE AGREEMENT

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This Licence Agreement (the “Agreement”) is effective [DATE],

**BETWEEN: [PROGRAMMER NAME]** (the "Programmer"), a company organised and existing under the laws of the [PROVINCE/STATE] of [COUNTRY], with its head office located at:

[YOUR COMPLETE ADDRESS]

**AND: [YOUR COMPANY NAME]** (the "Developer"), a company organised and existing under the laws of the [PROVINCE/STATE] of [COUNTRY], with its head office located at:

[COMPLETE ADDRESS]

**AND: [MEMBER NAME]** (the "Member"), an individual with his main address located at:

[COMPLETE ADDRESS]

1. **DEFINITIONS**

Except where otherwise set out, the following terms and expressions shall be as defined in this section:

"Copyrightable Technology" means, collectively, those works described in Annexure A hereof;

"Enhancement" shall include any modification, change or addition to the Technology made during the period of exclusivity provided for in paragraph [NUMBER] herein.

"Intellectual Property Rights" includes patents, trademarks, service marks, registered designs, integrated circuit topography, including applications for any of the foregoing, as well as copyright, design rights, know-how, confidential information, trade secrets, and any other similar rights in any country;

"Know-how" means any know-how developed or owned by [SPECIFY] regarding the [DESCRIBE] methodology or its applications.

"Technology" shall mean, collectively, the Copyrightable Technology and the Know-how.

1. **LICENSE**
   1. Subject to Article [NUMBER], [MEMBER NAME] hereby grants to [YOUR COMPANY NAME], which accepts, a worldwide licence with respect to all Intellectual Property Rights in and to the Technology;
   2. For more certainty, [YOUR COMPANY NAME]. Shall be entitled to use the Technology as is, make derivative works from it, publish it, combine it with other materials and works owned by [COMPANY NAME] or others, teach it to others for their use, grant non-exclusive licences to third parties for the use of the Technology with or without compensation and assign its rights under the licence granted to [COMPANY NAME] hereunder, sub-license such rights or otherwise make use of the Technology and any products incorporating the Technology without accounting to [MEMBER NAME] PROVIDED that [COMPANY NAME] may not thereby pass title or in any way assign, in whole or in part, any Intellectual Property Rights in and to the Technology, which rights shall remain solely with [MEMBER NAME];
   3. [YOUR COMPANY NAME] shall not have the right to assign, licence or otherwise grant any right to a third party which would deprive [MEMBER NAME] of any residual rights listed in paragraph [NUMBER] hereinafter [for example by granting an exclusivity beyond the scope of the exclusivity granted to Claremont hereunder].
2. **EXCLUSIVITY**
   1. The rights granted to [YOUR COMPANY NAME] hereunder with respect to the Know-how are non-exclusive provided that no [MEMBER NAME] shall use the Know-how for any non [COMPANY NAME] client without [COMPANY NAME]'s prior written consent, which consent shall not be unreasonably withheld, while that [MEMBER NAME] is employed by [COMPANY NAME] or is seconded to a [COMPANY NAME] client on terms contemplating a return to [COMPANY NAME].
   2. While [INDIVIDUAL NAME] remains employed by [COMPANY NAME] or a [COMPANY NAME] subsidiary, or is seconded to any [COMPANY NAME]'s client under terms contemplating a return to [COMPANY NAME] or it’s subsidiary, [COMPANY NAME]’s right described in paragraph 2.1 to exploit Copyrightable Technology are exclusive. Thereafter, [COMPANY NAME]'s rights will be non-exclusive and [MEMBER NAME] will be free to exploit the Copyrightable Technology, provided that that exploitation does not infringe on [COMPANY NAME]’s non-exclusive rights.
3. **REPRESENTATIONS AND WARRANTIES**
   1. [MEMBER NAME] represent and warrant that [to the best of their knowledge] one or more of them, individually or collectively, are the sole and exclusive owners of
   2. the Intellectual Property in the Technology
   3. hold all rights necessary to grant the licence granted herein, and
   4. that [YOUR COMPANY NAME] use of the Technology within the scope of this licence will not infringe the right of any third party.
   5. [MEMBER NAME] will defend and indemnify [YOUR COMPANY NAME] from all judgements against it, including reasonable attorney's fees incurred by [YOUR COMPANY NAME] in the course of defending against claims that result in judgement against [YOUR COMPANY NAME], to the extent that a judgement is based on the determination that the representations made hereunder are inaccurate, but only as to judgement based on claims presented in writing within [NUMBER] years from the date hereof. [COMPANY NAME] shall inform [MEMBER NAME] in writing of any such claim promptly, and any [MEMBER NAME] shall be entitled to participate in the defence of any such claim against [YOUR COMPANY NAME], at their own expense, it being understood that [YOUR COMPANY NAME] shall pay the expenses associated with any participation of any [MEMBER NAME] requested by [COMPANY NAME].
4. **CONSIDERATION**
   1. In consideration of the licence granted to [COMPANY NAME] by [SPECIFY MEMBER] hereunder, [COMPANY NAME] shall pay [MEMBER NAME], collectively, [AMOUNT], which payment shall be made upon execution of this agreement?
   2. [COMPANY NAME] shall further pay to [MEMBER NAME] collectively [INDIVIDUAL NAME] royalties equal to [PERCENTAGE %] per cent of the retail list price for each copy of the literary work referred to in paragraph 1 of Annexure A, which royalties shall be payable within [NUMBER] days following the end of each quarter for any copy of the literary work which will have been sold during the quarter immediately preceding a such payment.
   3. Exploitation under licence to the publisher: minimum [PERCENTAGE %] of [COMPANY NAME]'s incomes.
   4. Notwithstanding paragraph 5.2 [and 5.3], [COMPANY NAME] shall be entitled to recoup direct and out of pocket expenses incurred by [COMPANY NAME] with respect to the publication [and marketing] of the literary work. Such recoupment shall be made out of any incomes accruing to [COMPANY NAME] from the sale or other exploitation of the literary work as opposed to the royalties payable to [MEMBER NAME] under paragraph 5.2.
   5. [COMPANY NAME] shall provide invoices for any recoupable expenses.

* 1. [Quarterly statements of account together with payments divided between each [MEMBER NAME]].
  2. [Access to books and accounting of [COMPANY NAME] by [MEMBER NAME]].

1. **RIGHTS IN THE TECHNOLOGY**
   1. [[MEMBER NAME] retains ownership in any Intellectual Property Right in the Technology.]
   2. Claremont agrees that [MEMBER NAME] shall be granted with a worldwide, non-exclusive, transferable licence (with right to grant non-exclusive sub-licenses) with respect to any Enhancement to the Technology made during the exclusivity period provided for in Article [NUMBER] hereinabove, which licence shall be subject to the same terms and conditions as those set forth in Article [NUMBER] hereinabove.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [PLACE OF EXECUTION] on the date indicated above.

[PROGRAMMER NAME] [DEVELOPER]

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title

[MEMBER NAME]

Authorised Signature

# Print Name and Title

# ANNEXURE A

1. Copyright to and a manuscript of an unpublished literary work regarding project methodology the title of which is [SPECIFY].

2. Cost and enhancement to [SPECIFY] Software(s) case tool to support preparation of unique [SPECIFY] charts and diagrams

3. "Organisational Impact Assessment" document/template (Microsoft Word)

4. Technical specification for the construction of [SPECIFY] (Engines Presentation Objects and interpreters)

5. Training material for courses in

5.1 project planning

5.2 project tracking

5.3 software engineering:

5.3.1 concepting

5.3.2 concepting workshop

5.4 Software manufacturing

5.4.1 classes of objects

5.4.2 operational interface design

5.5 physical object networks

5.6 object coding, testing and sub-assembly

5.7 final assembly, integration testing, and user acceptance testing

6. Any other Intellectual Property Rights developed, owned or possessed by [MEMBER NAME] concerning or illustrating the [DESCRIBE] methodology or its application.