**Copyright License Agreement**

This Copyright License Agreement (this "Agreement") is made effective as of September 21, 2020 between [Insert Copyright Owner's Name], of [Insert Copyright Owner's Address], [Insert Copyright Owner's City], N/A [Insert Copyright Owner's ZIP Code] and [Insert Copyright Receiver's Name], of [Insert Copyright Receiver's Address], [Insert Copyright Receiver's City], \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Insert Copyright Receiver's ZIP].

In the Agreement, the party who is granting the right to use the licensed property will be referred to as "[Insert Copyright Owner's Shortname]", and the party who is receiving the right to use the licensed property will be referred to as "[Insert Copyright Receiver's Shortname]".

The parties agree as follows:

**GRANT OF LICENSE.** [Insert Copyright Owner's Shortname] owns [Insert Copyright Being Licensed] ("[Insert Shortname of Copyright Being Licensed]"). In accordance with this Agreement, [Insert Copyright Owner's Shortname] grants [Insert Copyright Receiver's Shortname] an exclusive license to use the [Insert Shortname of Copyright Being Licensed]. [Insert Copyright Owner's Shortname] retains title and ownership of the [Insert Shortname of Copyright Being Licensed]. [Insert Copyright Receiver's Shortname] will own all rights to materials, products or other works (the Work) created by [Insert Copyright Receiver's Shortname] in connection with this license.This grant of license only applies to the following described geographical area: [Insert Geographical License Area]

**RIGHTS AND OBLIGATIONS**. [Insert Copyright Receiver's Shortname] shall be solely responsible for providing all funding and technical expertise for the development and marketing of the Work in which the licensed property is used. [Insert Copyright Receiver's Shortname] 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 [Insert Shortname of Copyright Being Licensed] or any other rights to the [Insert Shortname of Copyright Being Licensed] not specifically granted in this Agreement.

**PAYMENT OF ROYALTY.** [Insert Copyright Receiver's Shortname] will pay to [Insert Copyright Owner's Shortname] a royalty which shall be calculated as follows: [Insert Detail of Royalty Payment. With each royalty payment, [Insert Copyright Receiver's Shortname] will submit to [Insert Copyright Owner's Shortname] a written report that sets forth the calculation of the amount of the royalty payment.

**MODIFICATIONS.** Unless the prior written approval of [Insert Copyright Owner's Shortname] is obtained, [Insert Copyright Receiver's Shortname] may not modify or change the [Insert Shortname of Copyright Being Licensed] in any manner. Licensee shall not use Licensed property for any purpose that is unlawful or prohibited by these Terms of the Agreement.

**DEFAULTS.** If [Insert Copyright Receiver's Shortname] fails to abide by the obligations of this Agreement, including the obligation to make a royalty payment when due, [Insert Copyright Owner's Shortname] shall have the option to cancel this Agreement by providing 30 days written notice to [Insert Copyright Receiver's Shortname]. [Insert Copyright Receiver's Shortname] shall have the option of preventing the termination of this Agreement by taking corrective action that cures the default, if such corrective action is taken prior to the end of the time period stated in the previous sentence, and if there are no other defaults during such time period.

**ARBITRATION.** All disputes under this Agreement that cannot be resolved by the parties shall be submitted to arbitration under the rules and regulations of the American Arbitration Association. Either party may invoke this paragraph after providing 30 days written notice to the other party. All costs of arbitration shall be divided equally between the parties. Any award rendered by the arbitrator shall be final and binding on the parties and may be enforced by a court of law.

**WARRANTIES.** Neither party makes any warranties with respect to the use, sale or other transfer of the [Insert Shortname of Copyright Being Licensed] by the other party or by any third party, and [Insert Copyright Receiver's Shortname] accepts the product "AS IS." In no event will [Insert Copyright Owner's Shortname] be liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to the [Insert Shortname of Copyright Being Licensed].

**TRANSFER OF RIGHTS.** This Agreement shall be binding on any successors of the parties. Neither party shall have the right to assign its interests in this Agreement to any other party, unless the prior written consent of the other party is obtained.

**INDEMNIFICATION**. Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement.

**TERMINATION.** This Agreement may be terminated by either party by providing 30 days written notice to the other party. This Agreement shall terminate automatically on September 21, 2020.

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. Copyright Owner 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.

Termination or expiration of this Agreement shall not extinguish any of Licensee's or Copyright Owner'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.

**ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**AMENDMENT.** This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

**SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**NOTICE**. The address of each party hereto as set forth in the beginning of this Agreement shall be the appropriate address for the mailing of notices, checks and statements, if any. 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.

**WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of N/A.

**SIGNATORIES.** This Agreement shall be signed on behalf of [Insert Copyright Owner's Shortname] by [Insert Copyright Owner Name] and on behalf of [Insert Copyright Receiver's Shortname] by [Insert Licensee Name] and effective as of the date first above written.

Copyright Owner:

[Insert Copyright Owner's Name]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Insert Copyright Owner Name]

Licensee:

[Insert Copyright Receiver's Name]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Insert Licensee Name]