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## License Agreement – template

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*For Copyright, Trademark, Domain name, Personality (personal) rights (image, name, voice)*

*Under Czech New Civil Code*

This Agreement shall be governed by the provisions of S. 2358 et seq. of the Act No. 89/2012 Coll., the Civil Code

### LICENSOR'S NAME

- 1) Individual: date of birth, address, E-mail address
- 2) Company: reg. ID, seat, business registrar details, E-mail address, website

and

### LICENSEE'S NAME

- 1) Individual: date of birth, address, E-mail address
- 2) Company: reg. ID, seat, business registrar details, E-mail address, website  
power of attorney if applicable

### I. Parties of the license

1.1. The Licensor declares to be a) copyright holder b) owner of the trademark c) holder or executor of the personality rights

Evidence: a) prove of copyright holding, prove of originality of protected works  
b) registration number of TM

c) the person of the subject is the person of the Licensor, his or her Heir, trust etc.

Enclosed in Appendix 1

1.2. The Licensee declares to be the Individual/Company which runs the website/campaign/programme/news/restaurant/other.

The copy of an entry in the Commercial Register is enclosed in Appendix 2.

1.3. The Licensor declares that no legitimate performance shall be claimed against the Licensee by other holders of personal right or owners of copyright or any other third party.

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# License Agreement

This **License Agreement** (hereinafter referred to as the "Agreement") is entered into as of \_\_\_\_\_ (hereinafter referred to as the "Effective Date") by and between \_\_\_\_\_, with a mailing address of \_\_\_\_\_ (hereinafter referred to as the "Licensor") and \_\_\_\_\_, with a mailing address of \_\_\_\_\_ (hereinafter referred to as the "Licensee"), collectively referred to as the "Parties," both of whom agree to be bound by this Agreement.

### THE PARTIES AGREE TO THE FOLLOWING:

#### I. Grant of License.

- a. The Licensor owns the following property (hereinafter referred to as the "Authoried Work"):

\_\_\_\_\_  
Name of Authoried Work

- b. In accordance with this Agreement, the Licensor grants the Licensee an exclusive license to use the Authoried Work.
- c. This License provides the limited right to reproduce, publicly display and distribute the Authoried Work only for the agreed upon terms set forth in this Agreement and signed by both Parties. The Authoried Work used for any purpose not directly related to these terms must be with the express written permission of the Licensor and may include the payment of additional fees unless otherwise agreed to in writing.
- d. The Licensee may use the Authoried Work however they see fit, as long as their use is otherwise within the bounds of this Agreement.
- e. The Licensor retains title and ownership of the Authoried Work and derivative works will be assigned to the Licensor by the Licensee.
- f. This grant of license only applies to following described geographical area:

\_\_\_\_\_  
Area Where this License Applies

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### Photo Licensing Agreement

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This License Agreement (this "Agreement") is made effective as of [Insert Date Here] between [Insert Name of Owner of Property to be Licensed], of [Insert Full Address Here], and [Insert Name of the Party Who Will Use the Licensed Property], of [Insert Full Address Here]. In the Agreement, the party who is granting the right to use the licensed property will be referred to as "[Insert Name of Owner of Property to be Licensed]," and the party who is receiving the right to use the licensed property will be referred to as "[Insert Name of the Party Who Will Use the Licensed Property]." The parties agree as follows: 1. GRANT OF LICENSE. [Insert Name of Owner of Property to be Licensed] owns [Describe the Property to be Licensed] (the "Authoried Work"). In accordance with this Agreement, [Insert Name of Owner of Property to be Licensed] grants [Insert Name of the Party Who Will Use the Licensed Property] an exclusive license to use the Authoried Work. [Insert Name of Owner of Property to be Licensed] retains title and ownership of the Authoried Work and derivative works will be assigned to Licensor by Licensee. 2. PAYMENT OF ROYALTY. [Insert Name of the Party Who Will Use the Licensed Property] will pay to [Insert Name of Owner of Property to be Licensed] a royalty which shall be calculated as follows: [Describe How the Payment to the Licensor in Exchange for the Use of the Licensed Property Will be Determined] 3. MODIFICATIONS. [Insert Name of the Party Who Will Use the Licensed Property] may not modify or change the Authoried Work in any manner. 4. DEFAULTS. If [Insert Name of the Party Who Will Use the Licensed Property] fails to abide by the obligations of this Agreement, including the obligation to make a royalty payment when due, [Insert Name of Owner of Property to be Licensed] shall have the option to cancel this Agreement by providing [Insert Number of Days Here] days' written notice to [Insert Name of the Party Who Will Use the Licensed Property]. [Insert Name of the Party Who Will Use the Licensed Property] 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. 5. CONFIDENTIAL INFORMATION. The term "Confidential Information" means any information or material which is proprietary to [Insert Name of Owner of Property to be Licensed], whether or not owned or developed by [Insert Name of Owner of Property to be Licensed], which is not generally known other than by [Insert Name of Owner of Property to be Licensed], and which [Insert Name of the Party Who Will Use the Licensed Property] may obtain through any direct or indirect contact with [Insert Name of Owner of Property to be Licensed]. Regardless of whether specifically identified as confidential or proprietary, Confidential Information shall include any information provided by [Insert Name of Owner of Property to be Licensed] concerning the business, technology, and information of [Insert Name of Owner of Property to be Licensed] and any third party with which [Insert Name of Owner of Property to be Licensed] deals, including, without limitation, business records and plans, trade secrets, technical data, product ideas, contracts, financial information, pricing structure, discounts, computer programs and listings, source code and/or object code, copyrights and intellectual property, inventions, sales leads, strategic alliances, partners, and customer and client lists. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. A. "Confidential Information" does not include: matters of public knowledge that result from disclosure by [Insert Name of Owner of Property to be Licensed]; information rightfully received by [Insert Name of the Party Who Will Use the Licensed Property] from a third party without a duty of confidentiality; information independently developed by [Insert Name of the Party Who Will Use the Licensed Property]; information disclosed by operation of law; information disclosed by [Insert Name of the Party Who Will Use the Licensed Property] with the prior written consent of [Insert Name of Owner of Property to be Licensed]; any other information that both parties agree in writing is not confidential. 6. PROTECTION OF CONFIDENTIAL INFORMATION. [Insert Name of the Party Who Will Use the Licensed Property] understands and acknowledges that the Confidential Information has been developed or obtained by [Insert Name of Owner of Property to be Licensed] by the investment of significant time, effort, and expense, and that the Confidential Information is a valuable, special and unique asset of [Insert Name of Owner of Property to be Licensed] which provides [Insert Name of Owner of Property to be Licensed] with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the receipt by [Insert Name of the Party Who Will Use the Licensed Property] of any Confidential Information, [Insert Name of the Party Who Will Use the Licensed Property] agrees as follows: A. No Disclosure. [Insert Name of the Party Who Will Use the Licensed Property] will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of [Insert Name of Owner of

Property to be Licensed]. B. No Copying/Modifying. [Insert Name of the Party Who Will Use the Licensed Property] will not copy or modify any Confidential Information without the prior written consent of [Insert Name of Owner of Property to be Licensed]. C. Unauthorized Use. [Insert Name of the Party Who Will Use the Licensed Property] shall promptly advise [Insert Name of Owner of Property to be Licensed] if [Insert Name of the Party Who Will Use the Licensed Property] becomes aware of any possible unauthorized disclosure or use of the Confidential Information. D. Application to Employees. [Insert Name of the Party Who Will Use the Licensed Property] shall not disclose any Confidential Information to any employees of [Insert Name of the Party Who Will Use the Licensed Property], except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of [Insert Name of Owner of Property to be Licensed]. 7. WARRANTIES. Neither party makes any warranties with respect to the use, sale or other transfer of the Authored Work by the other party or by any third party, and [Insert Name of the Party Who Will Use the Licensed Property] grants back to [Insert Name of Owner of Property to be Licensed] a non-exclusive royalty-free license to use the Authored Work as [Insert Name of Owner of Property to be Licensed] sees fit, including for the creation of derivative works; provided, however, this license shall not limit [Insert Name of the Party Who Will Use the Licensed Property]'s rights and public rights under this License. 9. 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. 10. TERMINATION. This Agreement may be terminated by either party by providing [Insert Number of Days Here] days' written notice to the other party. This Agreement shall terminate automatically on [Insert Date Here]. 11. 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. 12. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties. 13. 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. 14. 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. 15. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of [Insert State Here]. 16. SIGNATORIES. This Agreement shall be signed on behalf of [Insert Name of Owner of Property to be Licensed] by [Insert Name of Licensor Here] and on behalf of [Insert Name of the Party Who Will Use the Licensed Property] by [Insert Name of Licensee Here] and effective as of the date first above written. Licensor: [Insert Name of Owner of Property to be Licensed] By: \_\_\_\_\_ Date: \_\_\_\_\_ [Insert Name of Licensor Here] Licensee: [Insert Name of the Party Who Will Use the Licensed Property] By: \_\_\_\_\_ Date: \_\_\_\_\_ [Insert Name of Licensee Here]

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