



Copyright License Agreement - Example

Licensors Name (*hereinafter, referred to as "Licensor"*): Richard Simmons

Licensors Organization (*if applicable*): Richard Simmons Exercise Solutions, Ltd.

Licensors Contact Information:

Address:

Street: 5566 Lean and Mean Way

City: Televisionville

State/Zip: California, 90210

Phone Number: 555-555-5555

Email: richardYEAH@richardsimmonsLtd.net

Licensees Name (*hereinafter referred to as "Licensee"*): Tina Trainer

Licensees Organization (*if applicable*): OCWTP - Ohio Child Welfare Training Program

Licensees Contact Information:

Address:

Street: 1706 E. Broad Street

City: Columbus

State/Zip: Ohio, 43203

Phone Number: 614-251-6000

Email: tinatrainer@ocwtp.net

DISCLAIMER

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THIS LICENSE AGREEMENT is made and entered as of the 20th day of October, 2013 (the “Effective Date”) by and between Licensor and Licensee, collectively referred to as (the “Parties”).

RECITALS:

- A. Licensor owns the copyright, title, trademarks, and all other related rights in and to the work entitled “Exercise for Stress Relief - The Cool Moves Collection,” (hereinafter, “Work”) and has exclusive right to license others to produce, copy, make, or sell the Work.
- B. Licensee desires to obtain, and Licensor has agreed to grant, a license authorizing the use of the Work by Licensee in accordance with the terms and conditions of this Agreement.

THEREFORE, for and in mutual consideration, Licensor and Licensee agree as follows:

I. Grant of License and Rights

- 1.1 The materials that are subject of this Agreement shall consist of items that are more particularly described in Schedule A, which may be amended from time to time by both parties and duly signed thereafter.
- 1.2 Licensor hereby grants to Licensee, in accordance with the terms and conditions of this Agreement, a non-exclusive, non-transferrable license to use the Work for the Licensed Period and in accordance with the terms set forth in Schedule B.

II. Ownership of Work

- 2.1 Licensee acknowledges that Licensor is the sole and exclusive owner of the Work and of all associated U.S. copyright registrations, and Licensee shall do nothing inconsistent with such ownership. Licensee further agrees that it will not claim ownership rights to the Work, or any derivative, compilation, sequel or series, or related Work owned by or used by Licensor. Licensee agrees that nothing in this Agreement

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shall give Licensee any right, title, or interest in the Work other than the right to use the same in accordance with this Agreement.

2.2 Neither Licensee nor its representatives shall have right, title or interest in the Work except as expressly set forth in this Agreement.

2.3 The unauthorized use or distribution of the Work or any part thereof is illegal and could subject the user to substantial money damages. Licensee will be liable for any damage resulting from any violation of this Agreement, including any infringement of copyrights or other proprietary rights.

III. Specific Restrictions on Use of Work

3.1 Except as specifically provided elsewhere in this Agreement, Licensee shall not intentionally permit anyone other than themselves or their authorized representatives to use the Work.

3.2 Except as provided, Licensee shall not copy, modify, alter, supplement, reverse engineer or create derivative work of the Work or the idea or concept behind the Work without the prior written permission of Licensor.

(Note this statement in order to fill out the information in "Schedule B" - if you wish to do any of these things to the work you're getting permission to use, explain what you wish to do in "Schedule B" BEFORE you submit this form to be signed by the individual who owns the work. They must agree to your intended use as you describe it in "Schedule B.")

3.3 Licensee may not remove, obscure or modify any copyright or other ownership notices included in the Work. All advertisement sales or presentations made to customers or clients of Licensee must bear the copyright or other ownership notices included in the Work. Licensee shall not re-brand the Work or any part thereof.

3.4 This license does not allow Licensee to grant any sub-licenses of any kind with respect to the Work.

IV. Term and Termination

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4.1 This Agreement shall commence as of the Effective Date and shall continue in full force and effect until such time as either party provides not less than ninety (90) days written notice of termination to the other party.

4.2 Upon termination of this Agreement, Licensors agrees to allow Licensee to continue use of Work in materials created before the date of termination. Licensee agrees to discontinue using the Work in all materials created after the date of termination of this agreement.

V. General

5.1 Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

5.2 This Agreement and the Schedules constitute the entire agreement of the Parties and supersede all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

5.3 No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of the Parties.

5.4 If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the laws of U.S. or internationally, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

5.5 Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

5.6 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. To expedite the process of entering into this Agreement, the Parties agree

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that signed transmitted copies shall be deemed equivalent to original documents until such time as original documents are executed and delivered.

THE PARTIES HAVE HERETO EXECUTED THIS AGREEMENT -

Tina Trainer

LICENSEE: _____

Richard Simmons

LICENSOR: _____

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SCHEDULE A

CONTENT/DESCRIPTION OF WORK

The work “Exercise for Stress Relief - The Cool Moves Collection” is a 13-minute exercise video in which Mr. Simmons instructs a group of people on using exercise to reduce stress.

SCHEDULE B

TERMS AND CONDITIONS FOR USE OF WORK

Tina Trainer, “Licensee”, wishes to use the “Work” as part of a training designed for foster parents to help them manage stress and cope with the unique demands of managing their unique household. “Licensee” intends to show parts of the “Work” during the in-class training.

“Licensee” is in the process of creating a distance learning module based on the in-class training. Upon the creation of a distance learning module, “Licensee” intends to include the full length of the “Work” along with the training. “Licensee” will also create a visual guide, using still shots made from the “Work”, and distribute the guide as a handout to her trainees.

In-Class trainees will not have access to the “Work” once the training is over. Trainees using the distance learning module will have access to the “Work” after the training is over, but only through the OCWTP website. They will not be able to download or transfer the “Work” from the website.

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