

Dstl Easy Access IP Non-exclusive Licence to patented IP

This licence, effective [REDACTED], ("Effective Date") is between [REDACTED] (the "**Licensor**") and the party set out in the Schedule (the "**Licensee**").

WHEREAS: the Licensor has agreed to grant to the Licensee a licence to use, develop and commercially exploit the Technology (as described in the Schedule).

IT IS HEREBY AGREED as follows:

In consideration for the use and economic benefits to be generated under this licence and the payment of all agreed patent costs in relation to the Technology, the Licensor hereby grants to the Licensee, and the Licensee hereby accepts, a non-exclusive royalty-free, non-transferable, non-sub-licensable, worldwide licence to use, make, develop, sell and commercially exploit the Technology in accordance with its Statement of Intent (as set out in the Schedule) and subject to the terms and conditions of this Agreement.

1. The Licensee shall acknowledge the Licensor's contribution in a manner which shall be agreed between the Licensor and the Licensee from time to time.
2. The Licensee will use reasonable efforts to use, develop and exploit the Technology in accordance with its Statement of Intent.
3. This Licence shall have an initial Term of three (3) years from the Effective Date. Following the initial Term, the Term of this Licence shall be automatically extended on each anniversary of the Effective Date for successive periods of one (1) year unless the Licensee or, in exceptional circumstances, the Licensor notifies the other Party prior to the next anniversary of the Effective Date of their intention not to renew the Licence. In the exceptional event that the Licensor exercises their right not to extend the term of this license the Licensor shall be obliged to offer the Licensee a replacement non-exclusive license to the Technology on fair and reasonable terms.
4. The Licensee shall submit to the Licensor annual written reports at the end of the first, second and third years following the Effective Date describing how it has used the Technology and the economic benefit generated therefrom. Beyond the third year and upon the Licensor's reasonable request, the Licensee will provide further reports detailing use and economic benefit of the Technology.
5. The Licensor may terminate the Licensee's rights if the Licensee is in breach of this License and does not rectify such breach within thirty (30) calendar days of a notification of breach or has not used the Technology in accordance with its statement of intent within three (3) years from the Effective Date of this Agreement or in any subsequent 3 year period.
6. **The Licensor gives no warranty in relation to the Technology (including any warranty as to whether the Technology will infringe any third party rights) or the uses to which it may be put by the Licensee or its fitness or suitability for any particular purpose or under any special conditions notwithstanding that any such purpose or special conditions may be known to the Licensor. The Licensee acknowledges that it has satisfied itself on the foregoing matters and use of the Technology is entirely at its own risk. All conditions and warranties, express or implied, arising under statute or common law, are hereby excluded.**
7. **The Licensor shall not be liable to the Licensee for any indirect, consequential or special losses or any loss of profits (direct or indirect) arising directly or indirectly from the Licensor's breach of this Agreement or from any liability arising out of the subject matter of this Agreement even if the Licensee has advised the Licensor of the possibility of those losses arising, or if such losses were within the contemplation of the parties. Notwithstanding the foregoing, nothing in this Agreement limits or excludes the Licensor's liability for death or personal injury caused by its negligence, or for fraud or for any sort of liability that, by law, cannot be limited or excluded.**
8. This Agreement shall be governed by English law and the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

Signed by the parties' authorised signatories on the date set out above.

By and on behalf of the Licensor:

By and on behalf of Licensee:

Signed: _____

Name: _____

Title: _____

Date: _____

Schedule

Licensee [Insert Licensee details]

Technology [Insert description and patent details]

Statement of Intent [Insert development and commercialisation plan]