

# Elypia CIC

## Exclusive Copyright License Agreement



This document contains the terms and conditions for the granting of rights from the Licensor(s), exclusively to the Licensee.

THIS IS AN EXCLUSIVE LICENSE; THIS SHOULD ONLY BE USED IN TRANSACTIONS WHERE THE RIGHTS SPECIFIED ARE NOT TO BE GRANTED TO OTHER LICENSEES.

## 1. Definitions

"Intellectual Property" shall mean any kind of intellectual property; this could be in any form including but not limited to both physical and digital inventions, illustrations, designs, documents, or other binary files.

"Licensed Material" shall mean any Intellectual Property intended by the Licensor(s) to grant rights from under this exclusive copyright license agreement to the Licensee.

"Licensor(s)" shall mean all rightful copyright holders of the Intellectual Property and Licensed Material.

"Licensee" shall mean the legal entity that will be granted the rights to the Intellectual Property and Licensed Material from the Licensor(s).

## 2. Copyright

- a) The Licensor(s) shall retain and reserve to its entirety all copyright to the Intellectual Property described in this agreement.
- b) The Licensor(s) shall retain and reserve all rights granted to the Licensee, except the right to license or sub-license the Licensed Material to other entities.

## 3. Grant of License

The Licensor(s) entitled below ("Licensor(s)") are authorized to and hereby grant the Licensee entitled below ("Licensee") an exclusive license to use, modify, and redistribute the Licensed Material entitled below ("Licensed Material") perpetually and indefinitely.

- a) The grant includes all rights to use the Licensed Material both digitally and physically, without limitation, including the rights to publish, modify, redistribute, republish in another format or medium, and use commercially for any purpose.
- b) The Licensee will have the right to sublicense the Licensed Material to other entities only on a non-commercial basis.
- c) When the Licensed Material is shared or redistributed, including any modified form, the Licensee is under no obligation to attribute the Licensor(s) unless:
  - i) the Licensed Material is the subject, and there is a dedicated or open field directly associated with where it was shared that provides the reasonable means to attribute.

## 4. Payment and Royalties

- a) Unless otherwise separately undertaken between the Licensee and Licensor(s), the Licensed Material is offered to the Licensee with no form of payment implied or to be taken as a result of this agreement.
- b) The Licensed Material will not have any royalties or other costs of usage associated with it, and to the extent possible, the Licensor(s) waive all rights to collect royalties from the Licensee regarding the Licensed Material under this agreement.

## 5. Termination

This agreement stands perpetually and indefinitely unless the Licensee and all Licensor(s) mutually agree to reverse the effects of this agreement.

# Signing

## Licensed Material

Description	Thumbnails

Please indicate which party (only one) populated the Licensed Material (“Licensed Material”) area:

<b>Licensee</b>	
<b>Licensor(s)</b>	

## Licensee

Organization

Name

Position

Signature

## Licensor(s)

Organization (or N/A)

Name

Email

Signature

Date (**yyyy-MM-DD**):