



LICENCE AGREEMENT

This Licence is granted with effect from [DATE] ("the Commencement Date") by the Chartered Insurance Institute incorporated and registered in England and Wales with company number RC000104 whose registered office is at 3rd Floor, 20 Fenchurch Street, London EC3M 3BY ("the CII") to [COMPANY NAME], a company with company number [INSERT NO.] and whose registered office is at [ADDRESS] ("the Licensee").

1. In consideration of the obligations hereunder the CII grants to the Licensee a non-exclusive right by way of licence to use the content of the following CII products ("the Text") which term shall include any updates or replacements of the same):

- [Unit]: [Name]
[Unit]: [Name]
Etc...

For the purposes of developing localised study textbooks and ancillary educational support material ("the Localised Text") for use, as part of the Licensee's educational programme. In return for the following license fees which shall be paid within 30 days of the date on the CII's invoice:

Table with 3 columns: Licence Period, Amount, Date Payable. Row 1: [Insert dates], [Insert amount] + VAT, [Insert date/or within 30 days of receipt of invoice]

For the avoidance of doubt the Licensee may not use the Text for any purpose other than as specified in this Licence.

- 2. Sale of the Localised Text is to be limited to the [Insert territory], in the English language only.
3. All vested contingencies and future rights in the nature of copyright in, and all other rights of whatever nature (including all intellectual property rights) in and to, the Text which now or may at any time after the Commencement Date of this Licence vest in the CII save for the copyright in the Localised Text which shall be jointly held by the CII and Licensee from the Commencement Date of this Licence.
4. This Licence is granted for a period of twelve months and shall continue, unless terminated earlier in accordance with clause 9, until [Insert end date] ("the Term"). Unless either of the parties has served notice of termination at least one month before such expiry (and for the avoidance of doubt the said notice must be served on or before [Insert date 1 month before end date]), the Licence may be further renewed or extended by written agreement between the parties.
5. The CII agrees to:
- Provide the current edition of the [Insert unit(s)] study text(s) in a format agreed between the parties within 10 working days of the commencement of this Licence.
- Provide 6 months' advance notice of planned new editions to the Text.
- Provide subsequent updates and editions for the [Insert unit] study text(s) for the duration of the Licence in a format agreed between the parties within 10 working days of final, ready to print/online upload dates.
- Provide 6 months' notice of the withdrawal from sale of the [Insert unit] study text(s).
- Notify the Licensee as soon as practicable in the event that the CII identifies the need to amend, correct or withdraw the Text at short notice, due to error, inaccuracy, or other cause.
6. The Licensee agrees to:
- Use all reasonable skill and care in using the content of the Text in developing the Localised Text.
- Include the CII logo on the front cover of each and every copy of the textbooks in the Localised Text ("the Localised Textbooks"). Positioning to be agreed between the parties prior to printing/online upload of first editions
- Include the following statements inside the front cover of each and every copy of the Localised Textbooks:
o "© [] & the Chartered Insurance Institute (CII), 20[year of publication to be inserted]"
o "This text is based upon the content of the CII's [study text unit number and title to be inserted] study text [year of edition to be inserted] which remains the copyright of the CII. Positioning to be agreed between the parties prior to printing/online upload of first editions.
- Provide to the CII a copy of the first editions of each Localised Textbook).

- Indemnify and keep the CII indemnified against all actions, suits, proceedings, claims, demand and costs occasioned to the CII in consequence of any breach of the obligations under this clause 6.
7. All rights not specifically and expressly granted to the Licensee by this Licence are reserved and remain vested in the CII.
 8. The Licensee cannot sub-licence, assign, rent, lease or transfer the Licence.
 9. This Licence may be terminated by either party by written notice to the other party where there has been a default in the observance or performance of any material obligation under the terms of this Licence by the other party, and such default has continued for a period of 30 days after written notice specifying the same shall have been given to the party in default. In that event each party shall promptly destroy or return to the other all and any copies of the Text or the Localised Text including any computer-held copies as well as certify in writing to the other party that it has complied with the requirements of this clause.
 10. Each party agrees to notify the other in the event that a breach or suspected infringement of any intellectual property right in the Text or the Localised Text shall come to its attention.
 11. Nothing in this Licence shall limit or exclude a party's liability for:
 - death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - fraud or fraudulent misrepresentation; or
 - breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
 12. Save where there is a breach of the obligations under clause 6, and subject to clauses 10 and 11, the Licensee's total liability to the CII, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Licence shall be limited to the outstanding licence fees for the term of this Licence from the date the breach occurs.
 13. Subject to clauses 10 and 11, the CII's total liability to the Licensee, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Licence shall be limited to a sum equivalent to the licence fees payable under this Licence.
 14. This Licence does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence.
 15. This Licence constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.
 16. Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this Licence. No party shall have any claim for innocent or negligent misrepresentation based upon any statement in this Licence.
 17. The Licence shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby irrevocably submit to the exclusive jurisdiction of the English courts.

Signed
on behalf of **The Chartered Insurance Institute**

Signed
on behalf of [COMPANY NAME]

.....
Authorised signatory
Name:
Director

.....
Authorised signatory
Name:
Director