

**Keith Nicholson and Michelle McArthur trading as
Jigsaw@work®**



“Jigsaw@work®”

LICENCE AGREEMENT

Subject to Contract

Dated:

Parties

Licensor **Keith Nicholson & Michelle McArthur** trading as
Jigsaw@work®

Licensee

Definitions

Licence – Agreement to offer and deliver the System to (No.) direct employees of the Licensee.

Trade Marks “Jigsaw@work®”;



System –the training programme known as Jigsaw@work® and in methods of conducting marketing and promoting the programme;

Products – participant workbooks, the training jigsaws, the operations manual, web based reports, course materials and any other ancillary products provided- by the Licensor; to the Licensee whether in electronic format or otherwise.

Marketing Material – leaflets, booklets and promotional tools designed to promote Jigsaw@work® training programme;

Training Material – re-useable material used by participants during training

Operations Manual – includes background information for the system, the theory of training delivery, underpinning theories of the system, session plan, hard copy of marketing presentation and PowerPoint® presentation.

Course CD – the CD to be provided by the Licensor to the Licensee which includes electronic copies of the certificate of participation, PowerPoint® presentation and marketing presentation.

Equipment – suitable laptop computer and projector

Territory – For internal use only with (organisation) employees

Premises –

POINTS

Schedule A (attached and forming an integral part hereto) lists the initial package of Training Material and Marketing Material and Products - which are to be provided by the Licensor to the Licensee.

1. RIGHTS GRANTED

The Licensor hereby grants the Licensee the non-exclusive right in the territory to:

- a. operate the System in relation - to direct employees of the Licensee;
- b. provide the Products and the Training materials to direct employees of the Licensee for the sole purpose of operating the System
- c. use the Trademarks; for the sole purpose of internal marketing of the System to direct employees of the Licensee
- d. print copies of the documents stored on the Course CD for the purpose of providing such copies to direct employees participating in the system
- e. use the Marketing Materials for the sole purpose of internal marketing of the System

2. TERM

To offer and deliver the System to (no.) direct employees of the Licensee.

3. LICENSOR INITIAL OBLIGATIONS

Prior to the Licensee beginning to offer the System, the Licensor will provide to the Licensee:

- a. advice on initial internal marketing of the System
- b. the Training Material as listed in Schedule A, which remain property and copyright of the Licensor
- c. training as listed in Schedule A
- d. Products as listed in Schedule A
- e. a copy of "Jigsaw@work®" Facilitators Manual on loan with ownership and copyright to remain with the Licensor
- f. a copy of the Course CD

4. LICENSOR CONTINUING OBLIGATIONS

During the term of this agreement the Licensor will provide:

- a. updated and amended manuals which remain property and copyright of the Licensor (definitive copies of manuals to be held at head office)
- b. reasonable access to Directors and staff for consultation and advice,
- c. know-how and guidance relating to internal marketing and delivery of the System as the Licensor deems necessary at its absolute discretion

5. LICENSEE INITIAL OBLIGATIONS

Prior to offering the System to direct employees the Licensee will:

- a. acquire the necessary Equipment
- b. attend the training organised and conducted by the Licensor when requested
- c. ensure that all staff who will be delivering the System attend the training conducted by the Licensor

6. LICENSEE CONTINUING OBLIGATIONS

During the term of this agreement the Licensee will:

- a. operate the System as laid down in the manual provided by the Licensor from time to time
- b. maintain sufficient stocks of the Training Material
- c. comply with the reasonable instructions of the Licensor
- d. ensure that its staff operate the System in accordance with the instructions of the Licensee
- e. only offer the System to direct employees of the Licensee and not to any third parties or employees of any other company, including without limitation any company with which the Licensee has a financial or other interest
- f. only provide copies of the Product and Training Materials to those direct employees who are participating in the System and ensure that each participant returns such copies to the Licensee once they have finished training using the System
- g. not to copy or allow any third party access to the Course CD
- h. not employ anyone to deliver the training programme who doesn't pass Licensor's agreed training programme
- i. ensure staff sign confidentiality undertakings in form provided

7. INTELLECTUAL PROPERTY

All intellectual property rights in the Products, the Training Material and the Marketing Material (including without limitation the Trade Marks and all copyright) will remain vested in the Licensor. The Licensee will only use such intellectual property as provided for in this Agreement. The Licensee shall not apply for any registered protection for such intellectual property. The Licensee shall immediately notify the Licensor if they became aware of any actual or threatening infringement of any intellectual property rights of the Licensor.

8. TRAINING

- a. The Licensor will train the Licensee and all the Licensee's staff who will deliver the System to its employees. Such training is detailed at 4 of Schedule A.
- b. Training will also be provided by the Licensor for new employees of the Licensee, who are to become trainers in the System. Such training to be delivered at the Licensee's expense and at a time mutually agreed by both parties.
- c. Initial training of additional staff will be charged at the current rate for additional staff.
- d. Should a member of staff who has passed the accreditation course, leave the employment of (organisation) within 18 months of attending the accreditation, a replacement trainer will be offered a free place on a future accreditation programme. Travel and accommodation will have to be paid by the Licensor.

9. IMPROVEMENTS

- a. The Licensor will continue to develop and improve the System and introduce new products and training material
- b. The Licensor will encourage the interchange of ideas with the Licensees but there will be no changes to the System by the Licensee without the permission of the Licensor

10. FEES

The Licensee will pay:

- a. An initial fee (to cover the two (2) day accreditation programme and the training materials) in an amount of Sterling Pounds of XXXXXXX (£xxx) plus VAT, to be paid on signing of this agreement. A license fee (to cover the use of the system as detailed in this agreement and the product as detailed in schedule A) in an amount of Sterling XXXXXXX (£XXX) plus VAT on signing of this agreement.,
- c. Carriage and all taxes for all products supplied shall be paid by the Licensee. Payments for additional supplies will be due on invoice, payment terms thirty (30) working days from date of invoice.
- d. Interest on late payments at two percent (2%) per month

11.MARKETING

If the Licensee wishes to market the System to its direct employees it will only use the Marketing Materials or any other materials approved by the Licensor at its absolute discretion.

12 SALE OF LICENCE

- a. The Licensee has no right to assign this agreement

13. DEATH OF LICENCE PRINCIPLE (NOT APPLICABLE)

In the event of the death of the licence principle:

- a. If the Licensee is a sole trader then the agreement will terminate.

12. TERMINATION

Without prejudice to the rights of the parties hereto, this agreement may be terminated in the event of breach by either party in the event of failure by any party to remedy any breach hereunder within any given thirty (30) days after being so notified by the other party..

The Licensor may terminate this Agreement by giving the Licensee three (3) months notice in writing.

16. CONSEQUENCES OF TERMINATION

On termination of this agreement for a reason other than a breach by the Licensor, the Licensee will:

- a. immediately stop using the Trade marks
- b. pay all sums due to the Licensor and suppliers, and in this respect the Licensee may set-off any amounts due to him from the Licensor or the suppliers against any amounts that may then be due and payable to the Licensor
- c. return Products, Course CD, the Marketing Materials, Training Materials, manuals and all literature and other items provided by the Licensor

- d. immediately stop use of the System and any materials provided by the Licensor
- e. not duplicate the System or part thereof

17. CHOICE OF LAW

This licence agreement is to be governed by the English laws and the parties shall submit to the non-exclusive jurisdiction of the English Courts.

I have read and fully understand the terms of sale and agree to abide by them

Signed on behalf of the Licensor

Print Name

Date:

Signed on behalf of the Licensee

Print Name

Date:

Schedule A

The initial package will include the following -

1.

Training Materials

10 Wooden 64-piece Jigsaws

2.

Products

100 Card 4-piece Jigsaw

1 x Facilitators manual

Course CD containing, certificate of participation, marketing presentation, PowerPoint® presentation

1 x Games for Trainer

3.

Marketing Materials

Marketing presentation on the CD

4.

Training will be as follows:

Training

A 2-day workshop for 2 in house trainer(s), who will be responsible for delivering the training with the Licensee at a time to be mutually agreed by both parties. Initial training and future training will take place at the Premises of the Licensor.

The workshop content will include:

Day 1 – The Licensee’s trainers will experience the Jigsaw@work® as participants

Day 2 – Will concentrate on looking at the theory behind the System, delivering the System to achieve the best possible results and jigsaw games and activities