

## PERMISSIONS AGREEMENT

This Agreement is entered into by and between [insert name and address of party granting permission (“Licensor”), and the [insert name and address of party requesting permission] (“Licensee”), to be effective as of the \_\_\_ day of \_\_\_\_\_, 200\_\_.

Licensor and Licensee hereby enter into this Permissions Agreement regarding the use of the following:

\_\_\_\_\_ (“Licensor’s Work”).

**1. Rights Granted.** Licensor hereby grants to Licensee, its successors, assigns, and sublicensees, a non-exclusive license to publish and sublicense Licensor’s Work in all languages, for the legal term of copyright, throughout the world [or more limited rights].

**2. Use of Licensor’s Work.** The Licensor’s Work shall not be altered, adapted or modified in any manner without the prior written permission of Licensor, and Licensee shall attribute Licensor’s Work as follows: [Insert precise form of copyright and/or trademark notice, acknowledgements, and any other notices that the Licensor requires the Licensee to include in the Licensee's Work.]

**3. Compensation.** In consideration of the rights licensed in this Permissions Agreement, Licensee agrees to pay Licensor as follows: [insert terms of payment]

**4. Warranties and Indemnity.** The Licensor is the sole author of Licensor’s Work and sole owner of the rights granted in this Agreement, has not assigned, pledged or otherwise encumbered them and has the right to enter this Agreement and can convey the rights granted to Licensee. Licensor shall indemnify and hold Licensee harmless from any claim, loss or liability arising from a breach of the foregoing warranty. Licensee agrees to indemnify and defend Licensor from any claim, loss or liability arising from Licensee's use of the Licensor’s Work.

IN WITNESS WHEREOF, the parties have signed this Agreement to be effective as of the date first stated above.

[Signatures]

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