

MASTER SERVICES & LICENSING AGREEMENT (MSA)

Standardised Commercial Template for Service Provision & Program Licensing

Template User Instructions: This Master Services Agreement (MSA) standardises the legal terms for businesses providing professional services, consulting, or licensing proprietary curriculum/programs to another enterprise. Customise all bracketed fields e.g., [Insert Name] before execution.

AGREEMENT SCHEDULE & PARTIES

The Provider (Licensor):	[Insert Your Company / Founder Legal Entity Name] (ABN: [Insert ABN]) Address: [Insert Physical Address]
The Client (Licensee):	[Insert Client / Partner Enterprise Name] (ABN: [Insert ABN]) Address: [Insert Client Corporate Address]
Scope of Services & Program:	Provision of professional consulting services and/or commercial licensing access to the proprietary program titled: [Insert Program Title]
Commencement Date:	___ / ___ / 20__

1. SCOPE OF SERVICES & STATEMENTS OF WORK (SOW)

1.1 ****Provision of Services:**** The Provider agrees to deliver professional consulting, advisory, or training services as specified in individual Statements of Work (SOW) mutually executed under this master framework contract.

1.2 ****Program Licensing Integration:**** Where an SOW stipulates the utilization of the Provider's proprietary curriculum, manuals, systems, or program content, the terms of Section 2 of this agreement will automatically activate to govern all usage parameters.

2. INTELLECTUAL PROPERTY (IP) PROTECTION & LICENSING BOUNDARIES

2.1 ****Absolute Ownership Protection:**** The Provider explicitly retains sole, exclusive, and uncompromised title and copyright ownership over all initial concepts, curriculum modules, workshop handbooks, baseline methodologies, returnable strategy templates, and digital toolkits compiled under the Program [cite: 20]. This commercial framework does *not* transfer, divide, or dilute the ownership or brand equity of the Program [cite: 20].

2.2 ****Grant of Limited License:**** Subject to payment compliance, the Provider grants the Client a non-exclusive, non-transferable, revocable license to utilize the Program deliverables *solely* to execute the specific activities detailed in a co-signed SOW [cite: 20].

2.3 ****Independent Corporate Use Prohibition:**** The Client is strictly prohibited from deploying, copying, utilizing, or hosting the Program inside their wider independent corporate divisions, separate offices, or alternative client portfolios without an explicit license addendum and fee clearance [cite: 20].

2.4 ****Improvements Vesting:**** Any optimizations, variations, language adjustments, or localized delivery iterations created during the performance of services instantly vest entirely and exclusively in the Provider upon creation [cite: 20].

3. COMMERCIAL FEE CONFIGURATIONS & PAYMENT TERMS

3.1 ****Fees Matrix:**** The Client agrees to pay the Provider for services rendered and licenses granted as configured below or defined inside an active Statement of Work:

Commercial Fee Vector	Description & Billing Triggers	Fee Struct (AUD)
Professional Service Fees	Hourly advisory blocks or fixed milestone billing configurations for project management, copyediting, or delivery facilitation.	\$[] / hr or block
Corporate Program License	Recurring flat commercial fee required to authorize the hosting or use of the program within the Client's internal company divisions [cite: 20].	\$[] / year
Per-Seat User Royalty	Variable monthly metric tracking fee applied based on the total number of individuals enrolled or granted platform credentials [cite: 20].	\$[] / user

3.2 ****Mobilization Deposit & Default Surcharge:**** A mandatory mobilization deposit may be required before resource allocation. Standard invoice payment terms span [Insert Number, e.g., 7 or 14] calendar days. Delays inside tight delivery windows or overdue accounts attract standard penalty parameters or immediate system access freezes.

4. NON-COMPETE, NON-DISCLOSURE & ANTI-EXPLOITATION SHIELDS

4.1 ****Trade Secret Protection:**** The Client agrees not to duplicate, publish, distribute, or leak any trade secrets, business diagnostics methodologies, client profile histories, or internal case data to external networks or competitor agencies [cite: 20].

4.2 ****Anti-Poaching & Direct Exploitation Shield:**** The Client explicitly covenants that it shall not use the Provider's Proprietary IP or service templates to launch a competing side enterprise, pitch duplicate proposals directly to identical client targets, or self-deliver the program independently [cite: 20].

4.3 ****Data Privacy Matrix:**** Both parties strictly agree to safeguard all personal records, data summaries, and student/client tracking logs in accordance with standard statutory privacy guidelines [cite: 20].

5. MATERIAL BREACH & AUTOMATIC REVOCATION PATHWAYS

5.1 ****License Revocation:**** If the Client fails to clear recurring licensing fees within the agreed tracking window, or breaches any copyright ownership boundaries, the Provider maintains the right to instantly terminate services, automatically revoke the limited execution license, and demand the immediate deletion of all digital assets [cite: 20].

5.2 ****Governing Law:**** This Master Services Agreement is governed exclusively by the courts and statutory commercial frameworks of [Insert State/Territory, e.g., New South Wales, Australia] [cite: 20].

Execution Clause Confirmation: By signing below, both the Provider and the Client formally declare that they have read, comprehended, and agree to be legally bound by all professional service clauses, copyright rules, IP protection parameters, and licensing fee schedules set forth in this Master Services Agreement [cite: 20].

Authorized Provider Signature

Name / Title: [Insert Signatory Name & Title]

Date: ____ / ____ / 20____

Authorized Client Signature

Name / Title: [Insert Signatory Name & Title]

Date: ____ / ____ / 20____