

PROGRAM LICENSING & IP PROTECTION AGREEMENT

Customisable Commercial Framework Template for Founders & Content Creators



Template User Instructions: Fields marked with square brackets e.g., [Insert Founder Entity Name] should be filled out with your specific business parameters before executing this commercial deed.

CONTRACT SCHEDULE & PARTIES

The Licensor (Founder):	[Insert Legal Entity Name / Business Name] (ABN: [Insert ABN]) Address: [Insert Physical / Registered Office Address]
The Licensee (Partner Business):	[Insert Partner Legal Entity Name] (ABN: [Insert ABN]) Address: [Insert Partner Corporate Address]
Proprietary Program Focus:	[Insert Title of Program / Methodological Curriculum Core Package]
Commencement Date:	____ / ____ / 20__

1. DEFINITION & ABSOLUTE RETENTION OF INTELLECTUAL PROPERTY (IP)

- 1.1 ****Proprietary Program Scope:**** "Proprietary IP" encompasses all initial concepts, curriculum modules, workshop handbooks, returnable strategy templates, baseline methodologies, presentation sliders, data collection parameters, and digital content compiled under the Program [cite: 22, 19].
- 1.2 ****Absolute Ownership Protection:**** The Licensor retains sole, exclusive, and uncompromised title and copyright ownership over all Proprietary IP [cite: 22, 19]. The Licensee explicitly acknowledges that this commercial partnership does *not* transfer, divide, or dilute the ownership, title, or baseline brand equity of the Program [cite: 22, 19].
- 1.3 ****Improvements Clause:**** Any custom optimizations, variations, language adjustments, or localized delivery iterations created during the partnership term instantly vest entirely and exclusively in the Licensor upon creation [cite: 22, 19].

2. COMMERCIAL LICENSING MATRIX & FEE SAFEGUARDS

- 2.1 ****Grant of Limited License:**** Subject to the strict payment parameters outlined in the Contract Schedule, the Licensor grants the Licensee a non-exclusive, non-transferable, revocable license to utilize the Program deliverables *solely* to execute the specific, co-signed partnership scope [cite: 22, 19].
- 2.2 ****Prohibition on Independent Utilization:**** The Licensee is strictly prohibited from deploying, copying, utilizing, or hosting the Program inside their independent corporate frameworks, secondary training divisions, or separate client portfolios without executing an explicit Addendum and paying the baseline Licensing Fee [cite: 22, 19].

3. STRUCTURAL FEE CONFIGURATIONS (AUD FRAMEWORK)

The Licensee agrees to provide the following guaranteed commercial considerations to maintain authorized access:

Fee Vector Category	Commercial Parameters & Billing Frequency	Fee Struct (AUD)
Upfront Activation Fee	Mandatory initial fee required to mobilize training materials and secure authorized access to original program documentation libraries [cite: 22, 19].	\$[] / upfront
Corporate License Fee	Recurring commercial fee paid by the partner business when using the program in their company divisions or separate office channels [cite: 22, 19].	\$[] / year
Per-Participant Royalty	Variable metric tracking fee invoiced monthly based on total active individuals enrolled within the program loop [cite: 22, 19].	\$[] / user

4. NON-COMPETE, NON-DISCLOSURE & TRADE SECRET PROTECTIONS

4.1 ****Anti-Poaching & Direct Exploitation Shield:**** The Licensee covenants that it shall not use the Licensor's Proprietary IP to establish a competing side enterprise, pitch alternative duplicate proposals directly to the same client targets, or separate from the partnership to self-deliver the program [cite: 22, 19].

4.2 ****Data Safety & Privacy Matrix:**** Both parties strictly agree to protect all personal profiles, stakeholder lists, case documentation logs, and financial records in accordance with standard statutory privacy guidelines [cite: 22, 19].

5. MATERIAL BREACH & AUTOMATIC REVOCATION PATHWAYS

5.1 If the Licensee fails to clear recurring licensing fees inside a [Insert Number, e.g., 7-day] invoice tracking window, or breaches any copyright ownership parameters, the Licensor maintains the right to instantly terminate the partnership, automatically revoke the limited execution license, and demand the immediate deletion of all digital assets [cite: 22, 19].

5.2 ****Governing Law:**** This legal agreement is governed exclusively by the courts and statutory commercial frameworks of [Insert State/Territory, e.g., New South Wales, Australia] [cite: 22, 19].

Execution Clause Confirmation: By signing below, both the Licensor (Founder) and the Licensee (Partner Business) formally declare that they have read, comprehended, and agree to be legally bound by all copyright rules, IP protection clauses, and licensing fee schedules set forth in this master agreement [cite: 22, 19].

Authorized Licensor Signature (Founder)

Name / Title: [Insert Signatory Name & Title]

Date: ____ / ____ / 20____

Authorized Licensee Signature (Partner)

Name / Title: [Insert Signatory Name & Title]

Date: ____ / ____ / 20____