

# Textile Pattern Licensing Agreement

This Textile Pattern Licensing Agreement ("Agreement") is made and entered into as of \_\_\_\_\_ (the "Effective Date") by and between:

**Licensor:** \_\_\_\_\_

Address: \_\_\_\_\_

**Licensee:** \_\_\_\_\_

Address: \_\_\_\_\_

## 1. Grant of License

The Licensor hereby grants to the Licensee a \_\_\_\_\_ (exclusive/non-exclusive) and \_\_\_\_\_ (transferable/non-transferable) license to use the textile pattern described as follows:

Description of Pattern: \_\_\_\_\_

Permitted Use: \_\_\_\_\_

## 2. Territory

This license is valid in the following territory: \_\_\_\_\_

## 3. Term

This Agreement shall commence on the Effective Date and shall continue for a period of \_\_\_\_\_ unless terminated earlier as provided herein.

## 4. License Fee and Royalties

- Initial Fee: \_\_\_\_\_
- Royalty Rate: \_\_\_\_\_ % of Net Sales
- Reporting & Payment Schedule: \_\_\_\_\_

## 5. Intellectual Property Rights

The Licensor retains all rights, title, and interest in and to the pattern. Licensee is granted only those rights expressly granted herein.

## 6. Quality Control

Licensee shall ensure that all products using the pattern meet the quality standards set by Licensor. Licensor reserves the right to inspect Licensee's products.

## 7. Confidentiality

Both parties agree to maintain the confidentiality of any proprietary or confidential information exchanged under this Agreement.

## 8. Termination

This Agreement may be terminated by either party upon \_\_\_\_\_ daysâ€™ written notice in the event of a breach. Upon termination, Licensee shall cease all use of the pattern.

## 9. Indemnification

Licensee agrees to indemnify and hold harmless Licenser against any claims arising out of Licenseeâ€™s use of the pattern.

## 10. Miscellaneous

- This Agreement constitutes the entire agreement between the parties.
- Any amendments must be in writing and signed by both parties.
- This Agreement shall be governed by the laws of \_\_\_\_\_.

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Licenser Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Licensee Signature: \_\_\_\_\_ Date: \_\_\_\_\_