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How Do I Find a Sample License Agreement?

[Kristie Prinz](#)**Q.**

Do you how I can access a sample license agreement for use and development of software owned by the business owner and is being altered by a contractor? Are there standard forms? What kind of costs can I expect?

-- *Debi***A.**

In response to your question, there are standard licensing agreement books with forms available to attorneys that you could purchase and modify for your own use. Bar associations and many legal publishing companies sell books on software licensing, which are available for sale to the general public. These books typically cost between \$250 and \$400, although you should note that this price does not cover the price of the frequent supplements that these companies send out automatically to book purchasers. While the initial price seems relatively inexpensive, my experience with buying books is that the cost of the supplements add up quickly, and it can be challenging to discontinue automatic subscriptions to the supplements.

Having said this, as an intellectual property licensing attorney myself, I would highly recommend that you do not attempt to handle a licensing matter without retaining an intellectual property licensing attorney to assist you on the matter. Intellectual property licensing is a specialized niche legal practice. The average general practice or corporate lawyer will not be able to do licensing work well, without first obtaining specialized training in intellectual property licensing work. A layperson is even more unlikely to be able to draft or negotiate a solid licensing agreement without retaining the assistance of an expert.

What are some of the issues that make intellectual property licensing so challenging? Well, first and foremost, you have to negotiate and carefully draft the terms pertaining to the rights of the parties to the original code and to the derivative work. Second of all, since intellectual property is always prone to intellectual property infringement claims, you have to draft good intellectual property infringement

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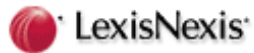
indemnification and limitation of liability clauses. Third of all, if there is confidential information to be shared, the terms and conditions of the permitted exchange and what is to be protected must be addressed.

While it is difficult to estimate exactly what costs you should expect in your jurisdiction for drafting and negotiating a license agreement, if legal costs are a concern to you, my suggestion is to seek an intellectual property licensing attorney who is willing to work on a fixed rate basis, as opposed to a standard hourly rate. A fixed rate will not necessarily be cheaper, but it will allow you to budget for the expenses more precisely than you would be able to do under an hourly billing rate.

-- Kristie Prinz

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