

SIMPLE AGREEMENT

Parties: _____

This Simple Agreement (the “Agreement”) is entered into by and between:

Party A (Provider): _____

Party B (Recipient): _____

Recitals:

WHEREAS, Provider agrees to grant Recipient certain rights, and Recipient desires to obtain such rights, all subject to the terms and conditions set forth herein.

1. Grant of Rights

Provider hereby grants to Recipient a non-exclusive, non-transferable, revocable right to use the materials or services described herein (the “Rights”) solely for Recipient’s internal business purposes and subject to the terms of this Agreement.

2. Term

This Agreement shall commence upon execution by both parties and shall continue until terminated by either party upon thirty (30) days' prior written notice to the other party.

3. Payment

Recipient agrees to pay Provider the fees set forth in any applicable Statement of Work or Schedule attached hereto, in accordance with the payment terms specified therein.

4. Confidentiality

Each party agrees to maintain in confidence all Confidential Information disclosed by the other party during the term of this Agreement and to use such information only for purposes of performing obligations under this Agreement.

5. Intellectual Property Rights

All intellectual property rights in and to the materials provided by Provider under this Agreement shall remain the exclusive property of Provider or its licensors. Recipient shall not acquire any ownership rights by virtue of this Agreement.

6. Warranties and Disclaimers

Provider represents that it has the right to grant the Rights set forth herein. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Indemnification

Each party agrees to indemnify, defend, and hold harmless the other party from and against any claims, damages,

liabilities, costs, and expenses arising out of its breach of this Agreement or its gross negligence or willful misconduct.

9. Termination

Either party may terminate this Agreement for cause if the other party materially breaches any provision of this Agreement and fails to cure such breach within fifteen (15) days after receipt of written notice thereof.

10. Effects of Termination

Upon termination, Recipient shall immediately cease using the Rights and return or destroy all copies of Provider's materials in Recipient's possession.

11. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales for any disputes arising out of or related to this Agreement.

12. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, negotiations, and communications.

13. Amendments

Any amendment or modification of this Agreement must be in writing and signed by duly authorized representatives of both parties.

14. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

15. Waiver

No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default.

16. Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, except to a successor in interest.

17. Notices

All notices under this Agreement shall be in writing and delivered personally, by registered mail, or by courier to the addresses set forth above or to such other address as a party may designate by notice.

18. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and electronic signatures shall have the same force and effect as original signatures.

PARTY A SIGNATURE

PARTY B SIGNATURE

Signature: _____

Signature: _____

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