

Content Licensing Agreement (India)

Licences text, images, video, audio, or datasets to a third party under Indian copyright law

HOW TO USE THIS TEMPLATE

1. Use when licensing your content (articles, images, videos, music, datasets) to a third party.
2. Specify exactly what content is licensed — attach a detailed content schedule.
3. Be explicit about permitted and prohibited uses — content misuse is common.
4. Moral rights (Section 57, Copyright Act 1957) cannot be fully assigned — waive them.
5. Consider whether the licence should be exclusive or non-exclusive carefully.

PARTIES

Licensor (Content Owner)	[Full legal name, CIN, address]
Licensee	[Full legal name, CIN, address]
Agreement Date	[DD Month YYYY]

1. DEFINITIONS

"**Licensed Content**" means the specific content described in Schedule 1, including all text, articles, images, photographs, illustrations, videos, audio recordings, datasets, and other creative or informational materials created by or on behalf of the Licensor.

"**Permitted Use**" means the specific use of the Licensed Content authorised under this Agreement, as described in Schedule 2.

"**Licensed Territory**" means the geographic territory in which the Licensee is authorised to use the Licensed Content, as specified in Schedule 2.

"**Adaptation**" means any modification, translation, abridgement, transformation, or other derivative work based on the Licensed Content.

"**Moral Rights**" means the rights of the author under Section 57 of the Copyright Act 1957, including the right of attribution and the right to object to derogatory treatment.

2. LICENCE GRANT

2.1 Licence. Subject to the terms of this Agreement and payment of the Licence Fee, the Licensor grants the Licensee a:

Exclusivity	[Non-exclusive / Exclusive / Sole]
Territory	[As specified in Schedule 2]
Duration	[Specific period / Perpetual]
Permitted Use	[As specified in Schedule 2]

Adaptations Permitted	[Yes — must be attributed to original author / No / Yes with approval]
Sub-Licensing	[Not permitted / Permitted with written consent]

licence to reproduce, publish, distribute, display, transmit, and (if specified) adapt the Licensed Content solely for the Permitted Use in the Licensed Territory.

2.2 Attribution Requirements. The Licensee shall include a clear attribution notice with every use of the Licensed Content in the following form: "[Content Title/Description] by [Author Name] / [Licensor Name], used under licence." The exact format shall be as specified in Schedule 3.

2.3 Prohibited Uses. The Licensee shall not: (a) use the Licensed Content for any purpose beyond the Permitted Use; (b) use the Licensed Content in connection with any defamatory, offensive, illegal, or misleading material; (c) create Adaptations unless expressly permitted; (d) claim authorship of the Licensed Content; (e) remove or alter any attribution, copyright, or proprietary notices; or (f) use the Licensed Content in a manner that damages the Licensor's reputation.

2.4 Moral Rights. The Licensor, to the maximum extent permitted by the Copyright Act 1957, waives its moral rights in the Licensed Content in favour of the Licensee for the purposes of this licence, subject to the attribution requirements in Clause 2.2.

3. LICENCE FEES AND ROYALTIES

Upfront Licence Fee	Rs.[Amount] / NIL — payable within [30] days of execution
Royalty Rate (if applicable)	[X]% of revenue derived from use of Licensed Content
Royalty Reporting	Quarterly within [30] days of quarter end
Minimum Licence Period Fee	Rs.[X] per [year / month] minimum
Payment Method	NEFT / RTGS / Cheque

4. LICENSOR WARRANTIES

4.1 The Licensor represents and warrants that: (a) it is the sole author or owner of all Licensed Content, or has obtained all necessary rights to grant this licence; (b) the Licensed Content is original and, to the best of the Licensor's knowledge, does not infringe any third-party intellectual property rights or other rights; (c) no third party has any claim to the Licensed Content that would conflict with this licence; (d) all persons depicted in the Licensed Content (if any) have provided written consent for the Permitted Use; (e) the Licensed Content does not contain any defamatory, obscene, or unlawful material; and (f) the Licensor has full authority to grant this licence.

5. OWNERSHIP AND IP RIGHTS

5.1 All copyright and other intellectual property rights in the Licensed Content remain exclusively with the Licensor. This Agreement grants a licence only and does not transfer any ownership. Any Adaptations created by the Licensee with approval shall be owned by the Licensee, but the underlying Licensed Content remains the Licensor's property.

6. TERM AND TERMINATION

Term	[Fixed period: [X] years from Agreement Date] / [Perpetual]
Termination for Breach	[30] days written notice for material breach not cured
Effect of Termination	Licensee ceases all use; destroys or deletes all copies; provides written confirmation

7. GENERAL PROVISIONS

7.1 Governing Law. Governed by the Copyright Act 1957 and Indian Contract Act 1872. Disputes by arbitration in [City].

7.2 Entire Agreement. This Agreement and Schedules are the complete agreement.

7.3 Amendment. Written consent of both Parties required.

7.4 Stamp Duty. Execute on non-judicial stamp paper.

EXECUTION

LICENSOR (CONTENT OWNER)	LICENSEE
[Full Legal Name]	[Full Legal Name]
Signature: _____	Signature: _____
Name: _____	Name: _____
Date: _____	Date: _____

IMPORTANT NOTE

Verify that all persons depicted in licensed images or videos have provided written consent for the specific Permitted Use. Use without consent may violate personality rights. Template only — not legal advice.

CONTENT QUALITY STANDARDS, DIGITAL RIGHTS, AND COMPLIANCE

8.1 Content Integrity Obligations. The Licensee shall use the Licensed Content in a manner that preserves its integrity and does not materially alter its meaning, context, or presentation in a way that would be misleading or damaging to the Licensor or the author of the Licensed Content. Where editorial changes are necessary, the Licensee shall clearly indicate such changes. The Licensee shall not use the Licensed Content out of context in a manner that creates a false or misleading impression about the subject matter, the Licensor, or any person mentioned in the Licensed Content.

8.2 Digital Rights Management. The Licensee shall not circumvent, remove, disable, or interfere with any digital rights management (DRM) technology, technical protection measure, watermark, or other security feature applied by the Licensor to the Licensed Content. The Licensee shall not remove, alter, or obscure any metadata, copyright notices, or rights management information embedded in the Licensed Content.

8.3 Accessibility and Format Requirements. When the Licensed Content is used in a digital format accessible to the public, the Licensee shall comply with applicable accessibility standards to the extent reasonably practicable, including providing alternative text for images and captions for videos. The Licensee shall not use the Licensed Content in formats that degrade its quality below the standard provided by the Licensor.

8.4 Social Media and Online Use. When using the Licensed Content on social media platforms, the Licensee shall: (a) comply with the terms of service of each platform; (b) include the required attribution notice in each post; (c) not use the Licensed Content in connection with any sponsored post, advertisement, or paid promotion without specific written approval from the Licensor; and (d) promptly remove the Licensed Content from any platform on notice from the Licensor that the use violates this Agreement.

8.5 Third-Party Claims and Indemnification. The Licensor shall indemnify the Licensee against any third-party claim that the Licensed Content, as provided under this Agreement, infringes any copyright, moral right, personality right, or defamation law, provided: (a) the Licensee promptly notifies the Licensor; (b) the Licensee uses the Licensed Content only as permitted; and (c) the Licensee cooperates in the defence. The Licensee shall indemnify the Licensor for any use of the Licensed Content beyond the Permitted Use.

SCOPE EXPANSION, CONTENT PLATFORM COMPLIANCE, AND AUDIT RIGHTS

8.1 Content Versioning and Updates. Where the Licensor updates or creates new versions of the Licensed Content, the Licensee shall have the right to use updated versions under this Agreement at no additional charge, provided the updated versions relate to the same subject matter described in Schedule 1. The Licensor shall notify the Licensee of significant updates, and the Licensee shall update its publications or platforms to use the current version within [60] days of notification. The Licensor may require removal of outdated versions that contain materially inaccurate or misleading information.

8.2 Audit Rights for Royalty Verification. Where royalties are payable under this Agreement, the Licensor shall have the right not more than once per year on [30] days prior notice to appoint an independent chartered accountant to audit the Licensee's records and systems to verify the accuracy of royalty calculations and payments. If an audit reveals an underpayment of more than [5]%, the Licensee shall immediately pay the underpayment with interest at [2]% per month compounding from the original due date, and shall reimburse the Licensor's reasonable audit costs.

8.3 Sublicensing to Downstream Platforms. Where the Licensee is a content aggregator, platform operator, or distributor that makes content available through third-party channels, any sublicensing of the Licensed Content to downstream platforms requires the Licensor's prior written approval. Approved sublicenses must include: attribution requirements equivalent to Clause 2.2; usage restrictions equivalent to Clause 2.3; immediate termination on termination of this Agreement; and reporting obligations that enable the Licensee to comply with its royalty reporting obligations to the Licensor.

8.4 SEO and Digital Publishing Requirements. When publishing the Licensed Content in digital formats, the Licensee shall: (a) not use misleading meta-titles or descriptions that misrepresent the content; (b) implement canonical URLs where the same content appears on multiple URLs; (c) comply with the Licensor's specific requirements regarding syndication and duplicate content policies; and (d) provide the Licensor with access to analytics data relating to the performance and reach of the Licensed Content upon reasonable request.