

Commercial Contract

LICENSE AGREEMENT



*Empowered lives.
Resilient nations.*



Small and Medium Enterprises Development Authority

Ministry of Industries & Production

Government of Pakistan

www.smeda.org.pk

HEAD OFFICE

4th Floor, Building No. 3, Aiwan-e-Iqbal Complex, Egerton Road,
Lahore

Tel: (92 42) 111 111 456, Fax: (92 42) 36304926-7
helpdesk@smeda.org.pk

REGIONAL OFFICE PUNJAB	REGIONAL OFFICE SINDH	REGIONAL OFFICE KPK	REGIONAL OFFICE BALOCHISTAN
3 rd Floor, Building No. 3, Aiwan-e-Iqbal Complex, Egerton Road Lahore, Tel: (042) 111-111-456 Fax: (042) 36304926-7 helpdesk.punjab@smeda.org.pk	5 th Floor, Bahria Complex II, M.T. Khan Road, Karachi. Tel: (021) 111-111-456 Fax: (021) 5610572 helpdesk-khi@smeda.org.pk	Ground Floor State Life Building The Mall, Peshawar. Tel: (091) 9213046-47 Fax: (091) 286908 helpdesk-pew@smeda.org.pk	Bungalow No. 15-A Chaman Housing Scheme Airport Road, Quetta. Tel: (081) 831623, 831702 Fax: (081) 831922 helpdesk-qta@smeda.org.pk

January 2013

License Agreement

Pro-Gole (Right to do Business)

Legal Services, B&SDS

LEGAL SERVICES, SMEDA

The Legal Services (LS) department is a part of Business & Sector Development Services Division of the Small Medium Enterprises Development Authority and plays a key role in providing an overall facilitation and support to the small businesses. The LS believes that information dissemination among the small businesses on the existing legal & regulatory environment and business to business and business to client contracting is of paramount importance and plays a pivotal role in their sustainable development.

In order to facilitate small businesses, the LS, under the Pro-GOLE (Right to do business) project, a joint SMEDA-UNDP initiative for supporting the small businesses, has developed user-friendly contract templates.

Pro-GOLE, (Right to do Business)

The UNDP has partnered with the Small and Medium Enterprises Development Authority to initiate and execute the Pillar 4 (Right to do business) component of the UNDP PRO-GOLE project which seeks to enhance the legal awareness and mobility of marginalized/ informal businesses. Under the project legal services outreach shall be extended to small businesses including home based enterprises, small shopkeepers, growers, women entrepreneurs, hawking vendors etc. In addition, small business shall be mobilized to access legal services.

The Need for Commercial Contracts Templates

In an increasingly complex and competitive industry, it is vital that suppliers and purchasers are fully protected against legal and commercial risks. To counter such risks, a viable solution; available as- of the shelf commercial contract templates- will provide the users with first class ready to use support. With obligations properly set out and liabilities accurately defined, the users will be in a far better position to look after their rights and interests and move forward from their marginalized positions to being active players of the economy. The Legal Service Providers can equally take benefit of these templates for their professional and business development.

Disclaimer

The information contained in this template is meant to facilitate the businesses in documenting transactions with reference to real estate matters. However, SMEDA, UNDP or any of their employees or representatives accept no responsibility and expressly disclaim any and all liabilities for any and all losses/shortfalls caused by or motivated by recommendations from the information contained within this document. Although SMEDA's ambition is to provide accurate and reliable information; yet, the document is not an alternative to expert legal advice and should ideally be used in conjunction with the same. Any person using this document and or benefiting from the information contained herein shall do so at his/her own risk and costs and be deemed to have accepted this disclaimer.

All information contained in this document may be freely used provided that relevant acknowledgement is accurately quoted with each usage.

License Agreement

Pro-Gole (Right to do Business)

Legal Services, B&SDS

7. LICENSE AGREEMENT

THIS LICENSE AGREEMENT(hereinafter referred to as the "Agreement") is entered into at _____ (insert place) on this _____ (insert date) day of _____ (insert month) , 20____ (insert year),

BY AND BETWEEN

Mr/Mrs/Ms [insert Name], son/wife/daughter of [insert Name], r/o [insert Address] CNIC # [insert Number];

OR

M/s [insert Name], a public/private company incorporated under the Companies Ordinance, 1984, having its registered office at [insert Address] through its [insert Designation], Mr/Mrs/Ms [insert Name];

OR

M/s [insert Name], a partnership concern of Mr/Mrs/Ms [insert Name] and Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through its Partner, Mr/Mrs/Ms [insert Name];

(hereinafter referred to as the "Licensor", which expression shall, wherever the context so provides, include its heirs, assigns, nominees and agents)

AND

Mr/Mrs/Ms [insert Name], son/wife/daughter of [insert Name], r/o [insert Address] CNIC # [insert Number];

(Hereinafter referred to as the "Licensee")

WHEREAS, the Licensor is the owner of the property measuring _____(insert measurement), bearing Property No. ____ (insert property number), situated at _____ (insert complete address) (hereinafter referred to as the "Property"), having acquired through [insert description of document] along with construction/s, buildings, fixtures/installations thereon, (present or future) bounded as under:

License Agreement

Pro-Gole (Right to do Business)

Legal Services, B&SDS

North:

South:

East:

West:

AND WHEREAS the Licensor is carrying out its business of [insert description of business] at the Property.

AND WHEREAS the Licensor and the Licensee have entered into an Employment Agreement dated [insert date] wherein the Licensor shall work with the Licensee at the Property as a [insert designation/title].

AND WHEREAS the Licensee needs a place for residence, and the Licensor has offered a room in the backyard of the Property (hereinafter referred to as the "Room") to the Licensee to occupy and use as a licensee.

NOW THEREFORE the Parties have entered into this Agreement on the following terms and conditions:

1. The Licensor hereby grants to the Licensee a license to occupy and use the Room for residence, and in accordance with the terms and conditions of this Agreement.
2. The Property may be occupied and used by the Licensee solely for residence and for any incidental purposes related to such purpose from [insert date] till such time that this Agreement is terminated in accordance with the terms and conditions of this Agreement.
3. The Licensee shall not be liable to pay any consideration amount to the Licensor against the grant of license for the use of the Room for residence.
4. The Licensee agrees that the license to occupy and use the Room shall, in no way, be construed as a benefit of the Licensee's employment with the Licensor.
5. The Licensee shall not allow any outsider to stay in the Room without the prior consent of the Licensor.

License Agreement

Pro-Gole (Right to do Business)

Legal Services, B&SDS

6. The Licensee agrees that this Agreement may be terminated, at the sole option of the Licensor, at any time after serving a [insert number] days prior written notice of termination to the Licensee, after which time, the Licensee shall be bound to hand over the vacant possession of the Room to the Licensor. The Licensee further agrees that such termination may occur during the course of the Licensee's employment with the Business, or may not occur even after the termination of the Licensee's employment with the Licensor.

7. Upon the termination of this Agreement, the Licensee shall quit the Room, and shall remove from the Room the Licensee's belongings and any installations therein having been installed by the Licensee.

8. It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of Pakistan.

9. This Agreement constitutes the entire agreement between the Parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either Party except to the extent incorporated in this Agreement.

10. Any modification of this Agreement or any additional obligations assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing, signed by each Party or an authorized representative of each Party.

11. The rights of the Licensee under this Agreement are personal to the Licensee and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the Licensor.

12. Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Pakistan Arbitration Act, 1940, subject to the exclusive jurisdiction of the Courts of [insert place].

IN WITNESS WHEREOF, the Parties have entered into this Agreement at the place, and on the date mentioned above.

License Agreement

Pro-Gole (Right to do Business)

Legal Services, B&SDS

For and on behalf of
The Licensor

For and on behalf of
The Licensee

Witnesses:

1. _____

2. _____

Name: _____

Name: _____

Address: _____

Address: _____
