

{your company name}

Company Number : {your company number}

{your company address}

To: **COMPANY**

ADDRESS

Assignment of Intellectual Property Rights

Dear {director name}

This letter records our agreement with COMPANY in relation to the intellectual property rights created by COMPANY for {your company name} or its founders (including any created before {your company name} was incorporated).

Please counter-sign at the end of this letter and return.

1 DEFINITIONS

In this letter:

"Assignor" means COMPANY.

"Created Materials" means any and all physical and digital materials produced by or on behalf of Assignor for {your company name} at any time (including any created before {your company name} was incorporated) and however generated or stored including but not limited to documents, reports, research, artwork, business and/or financial plans, pitches, correspondence, designs, specifications, databases, architecture diagrams, interface design and software (in all cases including source code).

"Intellectual Property Rights" means copyright, moral rights, patent rights, trade marks, design right, rights in or to databases, rights in or relating to confidential information, rights in relation to domain names and all other industrial, commercial or intellectual property rights (whether registered or unregistered) throughout the world and all similar or equivalent rights or forms of protection which exist now or may exist in the future.

"Invention" means any invention, idea or discovery.

"Moral Rights" means any moral rights including without limitation the right to be identified, the right of integrity and the right against false attribution.

2 ASSIGNMENT AND INVENTIONS

In consideration of the payment of £X by {your company name} to Assignor (receipt of which Assignor expressly acknowledges) Assignor hereby absolutely and with full title guarantee assigns to {your company name}, by way of present assignment of present and

future rights, title and interest, all Intellectual Property Rights in any and all Created Materials ("**Assigned Rights**").

This assignment includes the right to bring and defend any claim or cause of action arising from ownership of any of the Assigned Rights whether occurring before, on, or after the date of this letter.

To the extent that any future Assigned Rights can be assigned under this section they are so assigned. To the extent that they cannot by operation of law be so assigned, Assignor agrees to assign them to **{your company name}** on their coming into existence.

Assignor confirms that Assignor has notified **{your company name}** of all Inventions and has kept, and will without limit in time continue to keep, all Inventions confidential, except in cases where permission is granted by the Company, acting by its board of directors.

3 NON-INFRINGEMENT

Assignor represents, warrants and undertakes that:

- (a) only Assignor undertook the work to create the Created Materials (and if anyone else did, Assignor has obtained equivalent assignment(s) to this letter);
- (b) Assignor is entitled to enter into this letter agreement and has not previously assigned any of the Assigned Rights or granted any license to any of the Assigned Rights to any third party or given any permission to any third party to use any of the Assigned Rights and Assignor is unaware of any use by any third party of the Created Materials.

Assignor agrees at **{your company name}** cost to do all things which are necessary or desirable for **{your company name}** to obtain for itself or its nominees the full benefit of this assignment.

4 MORAL RIGHTS

Assignor confirms that it has procured that all persons involved in the creation of any of the Assigned Rights have absolutely and irrevocably waived any Moral Rights and agrees not to institute, support or maintain or permit any action or claim to the effect that any treatment, exploitation or use of the Created Materials infringes any of those persons' Moral Rights.

5 ADDITIONAL ITEMS

OTHER PROVISIONS

6 INDEMNITY

Assignor will indemnify **{your company name}** for the full amount of any damages and legal costs suffered by **{your company name}** because the Created Materials infringe the Intellectual Property Rights of any third party.

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{your company name} will have conduct of, and make all decisions in relation to, any claims by third parties.

Immediately Assignor becomes aware of any information which suggests that a third party may be making, or has grounds for making, a claim, Assignor will inform a director of **{your company name}** by email and in writing.

7 GENERAL

No failure or delay by Assignor and **{your company name}** to exercise any right or remedy, or any partial exercise of any right or remedy, under this letter will waive that or any other right or remedy.

This letter is the entire agreement between Assignor and **{your company name}** for the assignment of Intellectual Property Rights in the Created Materials.

No party other than **{your company name}** has any rights under or in connection with this letter agreement and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

The validity, construction and performance of this letter agreement will be governed by and construed in accordance with the laws of England and Wales and each of Assignor and **{your company name}** irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales over any claim, dispute or matter arising under or in connection with this letter agreement.

We agree to the above.

Signed by for and on behalf of **{your company name}**

We agree to the above.

Signed by **{director name}** for and on behalf of **{your company name}**

Date: