

CA-IPipp27

IP rights sale agreement: in invention or process

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Schedule 1: Description of [\[Excalibur\]](#)

Schedule 2: Supporting IP

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This agreement is dated: [date]

It is made between:

[ABC Limited], a company incorporated in [Province] of Canada [under incorporation number [number] and whose [] (["]).

And

[DEF Limited], a company incorporated in Canada [under incorporation number [number] and whose registered office [] (["]).

It is now agreed as follows:

1. Definitions

"[Excalibur]" means the package of software, graphic design, control system, user interface, reporting and all other systems which, together with the Supporting IP, constitute the [] , [] 1 .

"Confidential Information" means all information about the parties to this agreement, including any information which may give a commercially competitive advantage to any other person. It does not include information that it is reasonably necessary to disclose to a customer or other person [] [] [] [] : information about staff and their personal contact information, data or information relating to product plans, marketing strategies, finance, operations, customer relationships, customer profiles, sales estimates, business plans. [] [] [] - [] .

"Derived Product" means a product, being or containing Intellectual

2. Interpretation

In this agreement unless the context otherwise requires:

- [illegible]

3. Warranties for authority

- 3.1 Each of the parties warrants that it [].
- 3.2 Each of the parties warrants and undertakes that it is .
- 3.3 Each of the parties warrants that it is not insolvent and knows of .
- 3.4 Each of the :
- 3.4.1 conflict with or result in the breach of any ;
- 3.4.2 conflict with any law or ;
- 3.4.3 constitute a default (or event which with the giving ,)

4. Relationship of parties

- 4.1 Nothing in this agreement shall create a partnership, joint venture, or other relationship between the parties, nor shall it be construed to create such a relationship. The parties acknowledge that they are independent contractors and that their relationship is solely that of independent contractors.
- 4.2 Neither party shall have, nor represent that it has, any authority to bind the other party to any agreement or obligation, except as expressly authorized in writing by the other party.

5. Entire agreement

- 5.1 This agreement contains the entire [REDACTED]
[REDACTED]
[REDACTED].
- 5.2 No express or implied licence of [REDACTED]
[REDACTED]
[REDACTED].
- 5.3 Conditions, warranties or other terms implied by [REDACTED]
[REDACTED]
[REDACTED].
- 5.4 Each party acknowledges that, in entering into this agreement, [REDACTED]
[REDACTED], [REDACTED], [REDACTED]
[REDACTED]
[REDACTED].
- 5.5 As an exception to the last [REDACTED], [REDACTED]
[REDACTED]:
[REDACTED]
[REDACTED].

6. Seller's representations as to Intellectual property

The Seller represents and warrants that:

- 6.1 the Seller is the owner of [] ;
- 6.2 the Seller is either the owner of the entire right, title and interest in and [] ;
- 6.3 to the best of the knowledge of the Seller, [] ;
- 6.4 [except as listed in Schedule [3]] no action has been

[illegible]

6.6 The above representations and warranties shall terminate []

[illegible]

7.3 [Immediately after this agreement becomes effective / within 48 hours
██████████] ██████████
██████████ ██████████ [██████], ████████
██████████.

7.4 If within [8] weeks of today, the Licensee identifies to the Seller, any material in any medium that is missing after delivery of [] , ,


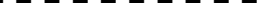
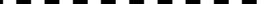


7.5 The Seller agrees to take whatever action is necessary, for a period of [] , . [] . [] .

8. Licence of Supporting IP

- 8.1 The Licensee acknowledges that the Seller owns all right, title and interest in and to the Software, including any and all intellectual property rights therein, and that the Seller is the sole owner of the Software. The Licensee agrees to indemnify and hold the Seller harmless from and against all claims, damages, losses, costs and expenses, including reasonable attorneys' fees, that the Seller may incur as a result of the Licensee's use of the Software.
- 8.2 Subject to this agreement, the Seller grants to the Licensee a non-exclusive, non-transferable license to use the Software on a single computer for internal business purposes only. The license is limited to the use of the Software on a single computer for internal business purposes only.
- 8.3 The licence is limited to the use of the Software on a single computer for internal business purposes only. The license is limited to the use of the Software on a single computer for internal business purposes only.
- 8.4 The licence is irrevocable, perpetual, non-exclusive, non-transferable, and may be terminated by the Seller at any time without notice. The license is irrevocable, perpetual, non-exclusive, non-transferable, and may be terminated by the Seller at any time without notice.
- 8.5 The Licensee must not sub-license the Software to any third party. The Licensee must not sub-license the Software to any third party.
- 8.6 The Licensee may not represent or warrant that the Software is a product of the Seller. The Licensee may not represent or warrant that the Software is a product of the Seller.
- 8.7 The Licensee may not remove any identification or notice of the Seller from the Software. The Licensee may not remove any identification or notice of the Seller from the Software.
- 8.8 So far as any goodwill is generated by the use of the Software, the Licensee agrees to assign the same to the Seller. So far as any goodwill is generated by the use of the Software, the Licensee agrees to assign the same to the Seller.

9. Sub-licence for use of Supporting IP by third parties

The following terms ■■■■■■■■■■ - ■■■■■■■■■■
■■■■■■■■■:

- 9.1 No express or implied licence of the Supporting 

 .
- 9.2 This license includes the right of the Licensee to copy 


12. Third party infringement of Supporting IP

- [illegible]

[illegible][illegible][illegible]

13. Confidential Information

[illegible][illegible][illegible][illegible][illegible]

[illegible]

17. Publicity / Announcements

[illegible]

OR

17.2 No party shall:

17.2.1 make any public announcement; or

17.2.2 disclose any information; or

[illegible][illegible][illegible]

18. Miscellaneous matters

[illegible]

[illegible][illegible][illegible][illegible]

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[illegible][illegible][illegible][illegible]

© Andrew Taylor and Net Lawman Ltd

[illegible][illegible][illegible]

Signed by [personal name] on behalf of [Licensee name] as its representative who personally accepts liability for the proper authorisation by [Licensee name] to enter into this agreement.

Schedule 1: Description of [\[Excalibur\]](#)

Schedule 2: Supporting IP

Schedule 3: Third Party IP

Schedule 4: Press release

Schedule 5: List of Manufacturers

Explanatory notes:

IP rights sale agreement: in invention or process

General notes

1. This agreement

This agreement is drawn in general terms without specific reference to any industry. We suggest that you should give careful thought to ■■■■■■ - ■■■■■■■■■■■■■■■■■■■■.

[illegible][illegible]

2. It is your document

[illegible]

We also consider whether your counter party is here in your jurisdiction or in some other. Our documents are based on the law where you are. However, there are surprisingly few occasions where fundamental issues arise from an international element. ■■■■■■■■■■, ■■■■■■■■■■
■■■■■■■■■■, ■■■■■■■■■■.

3. Why are some terms duplicated?

[illegible]

4. What you should delete

[illegible][illegible][illegible]

Paragraph specific notes:

Notes referring to specific paragraphs

1. Definitions

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really ■■■■■■■■■■
■■■■■■■■■■.

The definition relating to the subject matter of the agreement requires particular care on your part. The better you can define it, ■■■■■■■■■■
■■■■■■■■■■.

We have given a name to the whole of the package (Excalibur) but ■■■■■
■■■■■.

You may also have to differentiate between the name you give to the package and any other name you might use to sell your own products. Be careful to avoid accidentally including in the definition of what you are selling, a name or software which

14. Disclaimer

15. Indemnity by Licensee

16. The measure of damages

17. Publicity / Announcements

18. Miscellaneous matters

Schedule 1- Description of [Excalibur]

Schedule 2- Supporting IP

The same comments apply as for Schedule 1.

Schedule 3- Third Party IP

The same comments apply as for Schedule 1.

Schedule 4- Press release

Attach press release.

Schedule 5- List of manufacturers

List approved manufacturers.

End of notes