IE-IPipp45

Assignment agreement: of music copyright or other IP; cash sale; seller retains right to buy back

Contents

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Schedule 1 Description of [Sweet Dreams]

Schedule 2 Press release

And made between: [Jane Songwriter] whose address is at [$\blacksquare \blacksquare \blacksquare \blacksquare$] ("[$\blacksquare \blacksquare \blacksquare \blacksquare$]"). And $\blacksquare \blacksquare \blacksquare \blacksquare \] ("[\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \]").$ 1. **Definitions** "Confidential Information" means all information about the parties to this agreement, including any information which may give a commercially competitive advantage ■ ■ -----information about staff and their personal contact information, data or information relating to product plans, marketing strategies, finance, operations, customer relationships, customer profiles, sales [.]. "Documentation" means the user manuals, handbooks and other "[Sweet Dreams]" means [the collection of songs the full text of which = = = = = = = = = = = = = 1] Interpretation 2. In this agreement unless the context otherwise requires,

This agreement is dated: [date]

2.1.	a reference to one gender shall include any or all genders and a reference to the singular may be interpreted • • • • • • • • • • • • • • • • • • •
2.2.	in connection with any benefit given by this agreement, a reference to a party includes \blacksquare
2.3.	a reference to a paragraph or schedule is to a paragraph or schedule to this agreement unless the context •••••••••••••••••••••••••••••••••••
2.4.	the headings to the paragraphs and schedules (if any) to this agreement are inserted ••••••••••••••••••••••••••••••••••••
2.5.	any agreement by any party not to do or omit to do something includes an obligation not to allow some
2.6.	a reference to the knowledge, information, belief or awareness of any person shall be deemed to include the knowledge, information, ■ ■ ■
2.7.	all money sums mentioned in this agreement are calculated net of VAT, which
2.8.	this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or
Enti	re agreement
3.1.	This agreement contains the entire agreement between the parties and supersedes all
3.2.	Conditions, warranties or other terms implied by statute or common law are excluded from this ••••••••••••••••••••••••••••••••••••

3.

	3.3.	not rely on any representation, warranty, information
	3.4.	As an exception, the parties do rely on information • • • • • • • • • •
		[Enter list of docs and dates ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■]
4.	[Sor	ngwriter]'s warranties
	[Song	writer] represents and warrants to [= = = = =] = = = = = :
	4.1.	[Songwriter] is the exclusive owner of all • • • , • • • • • • • • • • • • • • •
	4.2.	[Songwriter] warrants that all documents, computer records, disks and other • • • • • • • • • • • • • • • • • • •
	4.3.	the [Sweet Dreams]
	4.4.	there are no claims, pending •••••, ••••[••••].
	4.5.	this agreement is \blacksquare
	4.6.	[Songwriter] is not subject • • • • • • • • • • • • • • • • • • •
5.	The	assignment
	5.1.	[Songwriter] now sells and [West End] buys ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	5.2.	The price shall be paid • • • • • • • • • • • • • • • • • • •

5.3.	[Immediately after this agreement becomes effective / within 48 hours of today] [= = =] = = = = = = [= = = = =] = = = =											
	••••	,										
5.4.	The sale includes only the following rights:											
	5.4.1	to play / perform [enter circumstances];										
	5.4.2	to play / • • • • • • • • • • • • • • • • • •										
	5.4.3	to use in an advertising medium • • • • • • • • • • • • • • • • • • •										
	5.4.4	[other rights included in the sale].										
5.5.		shall be excluded from the sale • • • • • • [• • • • • • • • • • • •										
	5.5.1	moral rights: right to be • • • • • • • • • • • • • • • • • •										
	5.5.2	to use the [Sweet Dreams] or adapt it										
	5.5.3	to make derivative copies for any purpose;										
	5.5.4	[other rights reserved].										
5.6.	materia	n [8] weeks of today, [West End] identifies to [Songwriter], any all in any medium that is missing after delivery of the [• • • • • • • • • • • • • • • • • •										
	[]										
	-[]										
5.7.	[seven]	riter] agrees to take whatever action is necessary, for period of										

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5.8.
   Disclaimer and limitation of liability
6.
   The [Songwriter] shall not be liable to [West End] in respect of any
 6.1.
   default, for loss of profits goodwill or any
   .....................................
   ..[......]...................
   -----
   6.2.
   ------
   6.2.1
     .......
     the use of the [Sweet Dreams] or the
   6.2.2
     .............................
     ..............................
      ------
   6.3.
   6.4.
   Right of pre-emption and re-assignment
7.
 7.1.
   [Songwriter] has a pre-emption right in E E E E E E E E E E E E E
   7.2.
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....................................

7.3.		End] must give notice in
	7.3.1	the name of proposed transferee;
	7.3.2	the Proposed Sale price, ••••••;
	7.3.3	a draft agreement for the Proposed Sale.
7.4.		writer] may • • • • • • • • • • • • • • • • • • •
7.5.		he information given to [Songwriter] = = = = = = = = = = = = = = = = = = =
		• • • • • [• • • • • •].
7.6.	serve a	writer] must, within [28] days of receipt of [West End's] notice, a written
		[28]
7.7.	_	gwriter] elects to buy the [Sweet Dreams], completion shall
7.8.	_	gwriter] elects • • • • • • • • • • • [• • • • • •]
	7.8.1	[West End] is • • • • • • • • • • • • • • • • • •
	7.8.2	[West End] may not change • • • • • • • • • • • • • • • • • • •
	7.8.3	[Songwriter] shall not object to • • • • • • • • • • • • •
		;
	7.8.4	if the sale to the transferee does not proceed, [West End] may
		 [12]



8.1.	[Songwriter] is under no obligation to take $\blacksquare \blacksquare \blacksquare$
	1

8.2.	[Songwriter] will indemnify [West End] for its reasonable costs and all

8.3.	The conditions • • • • • • • • • • • • • [] = = = = :
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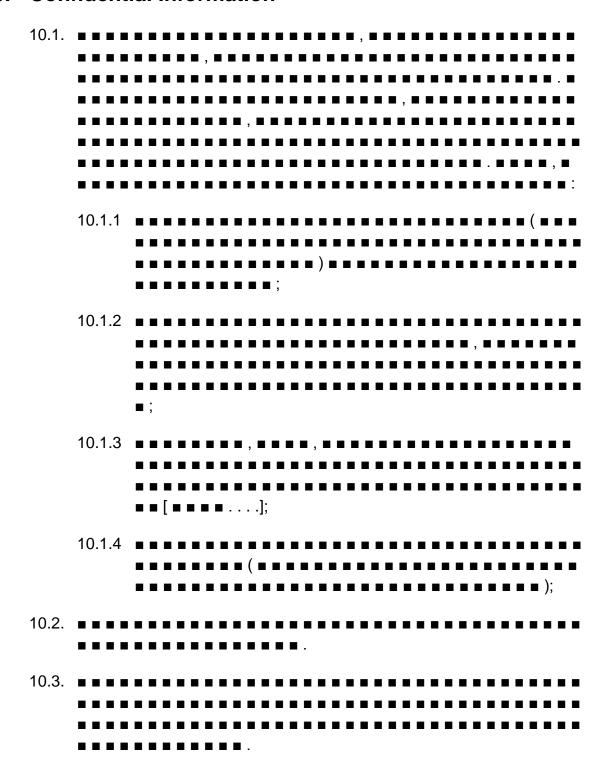
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8.3.1 [West End] • • • • • • • • • • • • • • • • [ • • • • ];
```

9. Indemnity by [West End]

9.1.	 	,	
	 	,	

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9.2.2 ••••••;;
9.2.3 ••••••,••••,••••,••••[••••••[•••••];
```

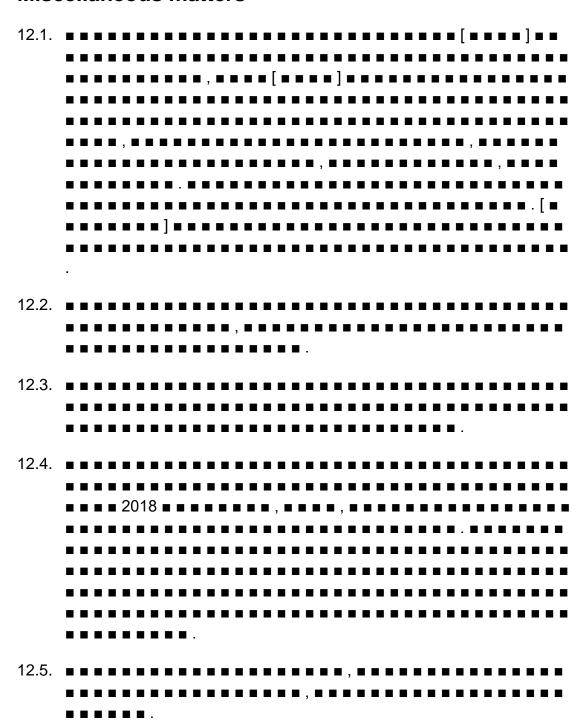
10. Confidential Information



	10.4.	
	10.5.	
	10.6	
	10.0.	
		•••••
	10.7.	
11.	Pub	licity / Announcements
	11 1	
	11.1.	
	OR	
	11.2.	No party shall:
		11.2.1 make any public announcement; or
		11.2.2 disclose any information; or
		11.2.3
	11.0	
	11.3.	

	 	• • • • •	 	
11.4.	 		 	
				2 ,
			 ■ ■ .	

12. Miscellaneous matters



12.6.																									
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													•												
	••																								
	••													-											
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12.7.				_		_			_	_		_	_	_			_		_	_	_	 	_		
12.7.																									
				- 1	■.																				
12.8.						•				-				_		•	-			•	.	 	•		
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	•																								
12.9.																									
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12.10.						•				-				_		•	-			•	.		•		
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12.11.									•	-			•	-		•	-			•	= 1				
	••																								
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																									-

12.12.

12.13.

12.14.

12.15.

.....................................

...................................

12.16.

Signed by [Jane Songwriter]

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

Schedu	le 1: Des	cription o	f [Sweet I	Oreams]		
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		•••••		• • • • • • •	,	••••

Schedule 2: Press release

Terms of press release

Explanatory notes:

Assignment agreement: of music copyright or other IP

General notes:

This agreement has been drawn for a simple sale of copyright in one or more musical works or songs or lyrics alone. It is drawn as a sale so that the buyer has reedom to deal without the restrictions of licence terms, but provision has also been ade for the composer to retain some rights. The retained rights could be any. Geographical territory or specific	
We have provided for the seller to retain some rights. You can easily edit out the relevant words if	

Paragraph Specific notes:

Notes referring to specific paragraphs

1. Definitions

2. Interpretation

Leave these items in place unless there is a good reason to edit or remove. Each of these items has been carefully considered in the context of this agreement and has been included for a purpose.

3.	Entire agreement
	This important paragraph prevents a party from later saying he was relying on some other document or web site or what was said. These
4.	[Songwriter]'s warranties
	This paragraph makes certain that the buyer receives what he needs but makes clear
5.	The assignment
	This is the essence of the deal, setting out exactly what has been sold and ■
6.	Disclaimer and limitation of liability
	This paragraph is important protection for the songwriter.
7.	Right of pre-emption and re-assignment
	Carefully drawn in sufficient detail to give you a basic way forward if pre- ■ ■ ■
8.	Indemnity by [Songwriter]
	This paragraph sets out the parties' rights against each other if a third party infringes copyright in the work or claims that the buyer is infringing the copyright of the third party. This is an
	,
9.	Indemnity by [West End]
	The seller • • • • • • • • • • • • • • • • • • •

10. **Confidential Information**

3.

A useful provision for both sides.

	We have included this paragraph because a business has so many secrets ■
11.	Publicity / Announcements
	This paragraph is largely to protect from
12.	Miscellaneous matters
	A number of special points. We have identified each of these as

	·
Sche	dule 1 Description of [Sweet Dreams]
	Write down the words or attach music
Sche	dule 2 Press release

Attach press release.

End of notes