

IN-IPipp27

IP rights sale agreement: in invention or process

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This agreement is dated [date]

and made between: ABC Limited, a company incorporated in the Republic of India [under company incorporation number [number] and] whose registered office is at [], [] (“ ”);

And DEF Inc, a company incorporated in England and Wales under [act / law], whose main place of business is at [full], [] (“ ”).

It is now agreed as follows:

1. Definitions

“Affiliate” With reference to a party to this agreement, means any human individual, or corporate body, or organisation of people acting together, who is able to Control its affairs or ;

“Excalibur” means the package of software, graphic design, control system, user interface, reporting and all other systems which, together with the Supporting IP,

“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.

"Control" (including all derived terms), means, with respect to the relationship between two or more corporate bodies, the possession, directly or indirectly, of the power to direct the affairs or management of a corporate body, whether through the ownership of voting securities, as trustee or executor, by contract or otherwise, including, without limitation,

"Derived Product" means a product, being or containing intellectual property, in any medium which is based on

"DP Rights" means intellectual property rights in a Derived Product.

"Intellectual Property" means intellectual property of every sort, whether or not registered or registrable in any country, including intellectual property of kinds coming into existence after today; and including, among others, patents, trade marks, unregistered marks, designs, copyrights, software, domain names, discoveries, know-

"Know-how" means scientific or technical information, and other procedures and ways of working and organising

"Market" means an industry sector identifiable by

reference to its product or service, ,
.

OR

"Market" means the market for [agricultural machinery / unmanned aerial vehicles / food processing machinery, or as the case may be]

"Net Sales" means the net cash received into the bank account of
:

costs of payment service provider

bank charges

sales commission payable to third parties

sales taxes

other transaction taxes

"Person" means a human individual, a corporate entity, a partnership, a governmental authority and any organisation which is managed or controlled as a unit. A reference to a Person includes reference to that Person's successors, legal representatives, permitted assigns and any Person to whom

"Supporting IP" means all Intellectual Property required for any purpose whatever,

2 .

"Third Party IP" means intellectual property owned by some Person other than ,

2. Interpretation

In this agreement unless the context otherwise requires:

2.1. A reference to one gender shall include any or

2.2. In connection with any benefit given by ,

2.3. A reference to a paragraph or schedule is to

2.4. The headings to the paragraphs and schedules ()

2.5. Any agreement by any party not to do or

;

2.6. A reference to the knowledge, information, belief or awareness

, ,

2.7. All money sums mentioned in this

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

3. Warranties for authority

3.1. Each of the parties warrants that it

[
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3.2. Each of the parties warrants and undertakes that it is

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3.3. Each of the parties warrants that it is not insolvent and knows of

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3.4. Each of the

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3.4.1 conflict with or result in the breach of any provision

;

3.4.2 conflict with any law or

;

3.4.3 constitute a default (or event which with the giving

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4. Relationship of parties

4.1. Nothing in this agreement shall create a partnership,

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4.2. Neither party shall have, nor represent that it

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5. Entire agreement

- 5.1. This agreement contains the entire agreement between the parties.
- 5.2. Each party acknowledges that, in entering into this agreement, it has read, understood and accepted the terms and conditions of this agreement.
- 5.3. No express or implied licence of the intellectual property rights of the Seller is granted to the Buyer.
- 5.4. Conditions, warranties or other terms implied by law or otherwise shall not apply to this agreement.
- 5.5. As an exception to the last paragraph, the Seller grants to the Buyer a non-exclusive licence to use the intellectual property rights of the Seller for the purpose of the performance of the contract.
- [Enter list of exceptions]*

6. Seller's representations as to Intellectual property

The Seller represents and warrants that:

- 6.1. the Seller is the owner of the intellectual property rights in the intellectual property;
- 6.2. the Seller is either the owner of the entire right, title and interest in and to the intellectual property;
- 6.3. to the best of the knowledge of the Seller, no third party has any right, title or interest in the intellectual property;
- 6.4. *[except as listed in Schedule [3]]* no action has been brought or is pending against the Seller in respect of the intellectual property.

6.5. use of Excalibur and the

6.6. The above representations and warranties shall terminate []

7. Assignment of Excalibur

7.1. For the price of Rs [000,000] the Seller

7.2. The price shall be paid

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

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

8.2. Subject to this agreement, the Seller

8.3. The Licence is limited to

8.4. The Licence is irrevocable, perpetual,

8.5. The Licensee must not sub-

8.6. The Licensee may not represent or

8.7. The Licensee may not remove any identification

8.8. So far as any goodwill is generated

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

9.3. The Licensee shall use only

[

5.]

9.4. The Licensee may seek approval from the Seller of any other third

5.

9.5. No disclosure may be made by the Licensee until the third party has properly executed a sub-licence agreement in

9.6. The Licensee shall remain wholly responsible

9.7. It is a condition of this grant

9.7.1 denigrate the Seller or

9.7.2 reduce the value of

10. Third Party IP

Option One

10.1. The Seller has obtained all necessary permissions and

10.2. The Seller grants a licence of in respect of

Option Two

10.3. Excalibur and/or the Supporting

10.3.1 it is subject to proprietary licence

10.3.2 the Seller now grants a sub-licence in any in which

10.3.3 the Seller gives no warranty whatever as to any aspect of

3.

11. Protection / restrictions on use of the Supporting IP

The Licensee agrees that within the parameters set

11.1. attend training in the use of the Supporting IP or procure

11.2. notify the Seller immediately it discovers any fault or defect

11.3. not allow anyone to use the Supporting

12. Third party infringement of Supporting IP

12.1. If either party becomes in any way aware

12.2. The Seller shall have the first right, but not the

12.3. The Seller must notify the Licensee within [28]

12.4. The Licensee agrees to co-operate with the Seller in any litigation or other enforcement action that the Seller may

12.5. All reasonable lawyers' fee and other expenses incurred by the Licensee in

12.6.

12.7.

12.8.

12.9.

12.10.

12.11.

13. Confidential Information

13.1.

13.2.

13.2.1

13.2.2

13.2.3

[. . .]

13.2.4

13.2.5

13.2.6

13.3.

13.4.

14. Disclaimer

14.1.

14.2.

14.3.

14.3.1

14.3.2

14.3.3

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14.3.4

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14.4.

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15. Indemnity by Licensee

15.1.

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15.1.1

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15.1.2 its breach of this agreement;

15.1.3

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15.1.4

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15.1.5

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15.2.

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16. The measure of damages

16.1.

16.2.

17. Publicity / Announcements

17.1.

OR

17.2. No party shall:

17.2.1 make any public announcement; or

17.2.2 disclose any information; or

17.2.3

17.3.

17.4.

4 ,

18. Miscellaneous matters

18.1.

18.2.

18.3.

18.4.

18.5.

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18.7.

18.8.

18.9. [

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18.10.

18.11.

18.12.

18.13.

It shall be deemed to have been delivered:

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72 ;
24 ;
- : 24
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18.14.

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18.15.

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18.16.

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18.17.

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18.18.

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18.19.

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18.20.

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

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

Schedule 1

Explanatory Notes:

IP rights sale agreement: in invention or process

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

As for "Supporting IP", you can of course give

By all means use the search/replace function in your word processor to change them. Here are examples of changes to defined terms, but if you do change the defined word,

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

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. Warranties for authority

The importance of these warranties is largely in removing a defence of "I did not realise" in the event of some error on the part of a party. These matters

4. Relationship of parties

We have no comment

5. Entire agreement

This paragraph prevents a party from later saying he was relying on some other document or web site or what was said. These provisions are more important in an international trade agreement, when another country may have slightly different law on, for example, implied conditions. If other documents are to be

6. Seller's representations as to intellectual property

These points are necessary for the proper protection of the licensee. They are

7. Assignment of Excalibur

This is the basis of the agreement. It is the actual transfer of property and statement of the

8. Licence of Supporting IP

These points may well be self evident, but written into the agreement

9. Sub-licence for use

Your buyer needs provision for others to work on Excalibur in ways which will involve his use of

10. Third Party IP

We have provided complete alternative paragraphs. If in doubt, use the second alternative. This formalises the sub licence of IP owned by some third party. However, this

11. Protection / restrictions on use of the Supporting IP

Options on three unconnected matters.

12. Third party infringement of Supporting IP

Infringements leading to litigation are not common, but when they happen, the usual short notes found in legal agreements are hopelessly inadequate. When litigation happens, the

13. Confidential Information

We have included this paragraph because a business has so many secrets which could easily be stolen that some safeguard is sensible. You should consider

" "

Remember to tie up this paragraph with the

14. Disclaimer

As stated, this disclaimer is in direct opposition to the seller's

What disclaimer or warranty you give will depend on your type of product and your negotiating strength. A buyer

We have provided

15. Indemnity by Licensee

Very widely

16. The measure of damages

A

17. Publicity / Announcements

This paragraph is largely to protect from

18. Miscellaneous matters

A number of special points. We have identified each of these as

Schedule 1

It is absolutely essential that you define Excalibur clearly.

, “ ”

Schedule 2

The same comments apply as for Schedule 1.

Schedule 3

The same comments apply as for Schedule 1.

Schedule 4

Attach press release.

Schedule 5

List approved sub contractors

End of notes