

IN-IPipp28

IP rights sale agreement: in television, film or media production

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Schedule 1

This agreement is dated [date]

and made between: ABC Limited, a company incorporated in the Republic of India [under company incorporation number [number] and

[], (“ ”);

And DEF plc, a company incorporated in the Republic of India [under company incorporation numbers [number] and] whose

[] (“ ”).

It is now agreed as follows:

1. Definitions

- “Transfer Shares” means 157,500 new ordinary shares of one pound each raking pari passu
- “Beautiful Zebra Rights” means all the intellectual property rights relating to the [story, text, series] known as “Beautiful Zebra” [/]
- “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.
- “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-

“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

2. Interpretation

In this agreement unless the context otherwise requires:

- 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
- 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 GST, 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 translation of this agreement in any other language, the English language version shall prevail. If a version of this agreement

3. Warranties for authority

- 3.1. The Buyer warrants that its shares are listed on the [name] Securities Exchange, that it has power to enter into [].
- 3.2. Each of the parties warrants and undertakes that it is not aware of anything within its reasonable control which might or will
- 3.3. Each of the parties warrants that it is not insolvent and knows of no circumstance which would entitle any creditor to appoint a receiver or to petition
- 3.4. Each of the
 - 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

)

4. Relationship of parties

4.1. Nothing in this agreement shall create a partnership,

4.2. Neither party shall have, nor represent that it

5. Entire agreement

5.1. This agreement contains the entire

5.2. Each party acknowledges that, in entering into this agreement,

5.3. No express or implied licence

5.4. Conditions, warranties or other terms implied by

5.5. As an exception to the last

*[Enter list
]*

6. Seller's representations as to Beautiful Zebra Rights

The Seller represents and warrants that:

- 6.1. the Seller is the owner of
;
- 6.2. to the best of the knowledge of
;
- 6.3. no action has been brought before any judicial authority,
;
- 6.4. use of the Beautiful Zebra Rights by
;
- 6.5. the above representations and warranties shall terminate []
;
- 6.6. no Person is or will be entitled to any commission, finder's fee or
[
.]

7. Rights to be assigned

- 7.1. The extent of the Beautiful
:
- 7.1.1 translation, performance and []
];
- 7.1.2 limited to the : [/ /]
];
- 7.1.3 [performance / publication / live performance / -
] [/]
- 7.2. In translating Beautiful Zebra, no change shall be made to
-

7.3. This sale does not include a sale of the

7.4. The Seller agrees that the Buyer may make such changes

].

8. Assignment of the Beautiful Zebra Rights

The following procedure

[].

8.1. For the price of Rs [1,000,000]

8.2. The price shall be paid as follows:

8.2.1 As to Rs [400 , 000] [].

8.2.2 As to Rs [600 , 000]

8.3. The Seller shall execute and deliver to the Buyer whatever documents in whatever form are

8.4. The above obligation to execute and deliver documents

8.5. The Seller agrees that he shall enter into a shareholders'

8.5.1 any Transfer Share before [date];

8.5.2 more than [number]

12 ;

8.5.3 any Transfer Shares without first having offered them to existing shareholders in the Buyer pro

9. Completion

9.1. Completion of this transaction [] [].

9.2. At completion, the Buyer shall deliver to the [400 , 000].

9.3. At completion, the Seller shall deliver to the Buyer [a copy of] [].

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

9.5. The Seller agrees to take whatever action is necessary, for a period of seven

10. Confidential Information

10.1. All Confidential Information and other data, supplied by the Seller to the

10.2. The parties are aware that, as a result of this agreement, they will each have access

10.2.1 except as provided in this

10.2.2 not use the Confidential Information in any way for themselves

10.2.3 not store, copy, or use the Confidential

[. . .]

10.2.4 use their best endeavours to keep confidential (

)

10.3. Each party now undertakes to the other to make all relevant employees agents and sub-

10.4. Each party now undertakes for itself and every employee or sub-contractor whose services it may use while ever

(

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11. Disclaimer

11.1. The law differs from one

11.2. Neither party shall be liable in any event for any special, consequential, incidental or other indirect damages or any punitive damages arising out of or in connection with this

()

11.3.

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11.3.1

;

11.3.2

;

11.4.

()

,

12. Indemnity by the Buyer

12.1.

,

12.1.1

;

12.1.2 its breach of this agreement;

12.1.3

;

12.1.4

,

12.1.5

12.2.

(

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13. The measure of damages

13.1.

13.2.

14. Publicity / Announcements

14.1.

OR

14.2. No party shall:

14.2.1 make any public announcement; or

14.2.2 disclose any information; or

14.2.3

;

14.3. ,

14.4.

1,

15. Miscellaneous matters

15.1.

15.2.

15.3.

15.4.

15.5.

15.6.

15.7.

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15.8.

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15.9.

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15.10.

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15.11.

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15.12.

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It shall be deemed to have been delivered:

:

;

:

[72]

;

:

[24]

;

-

-

:

[24]

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. [

15.13.

15.14.

15.15.

15.16.

15.17.

15.18.

15.19.

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 [Buyer name] as its / his representative who personally accepts liability for the proper authorisation by [Buyer name] to enter into this agreement.

Explanatory Notes:

IP rights sale agreement: in television, film or media production

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 (Beautiful Zebra Rights) but

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

6. Seller's representations as to Beautiful Zebra Rights

These points are necessary for the proper protection of the Buyer. They are not important

7. Rights to be assigned

We have provided only a framework. This is your deal. We cannot

8. Assignment of the Beautiful Zebra Rights

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

The limitations on disposal of the transfer shares by the Seller of the rights are an emergency provision. We have included them for two reasons. First, the provision makes clear that the restriction is part of the deal, so as to prevent the Seller from claiming in future that the restrictions are “ ”

9. Completion

This agreement is drawn for completion on a future date. If you prefer, there

This agreement is the document of transfer. To complete the deal, all that is technically required is payment of the price. For

,

(

)

We have provided for the seller to do whatever is necessary to confirm the

10. Confidential Information

We have included this paragraph because a business has so many secrets

.

"

"

Remember to tie

11. Disclaimer

As stated, this disclaimer is in direct opposition

What disclaimer or warranty you give will depend on

We have provided

12. Indemnity by Buyer

Very widely,

13. The measure of damages

A

14. Publicity / Announcements

This paragraph is largely to protect from

15. Miscellaneous matters

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

Schedule 1

Attach press release.

End of notes