

IN-IPipp31

IP rights sale agreement: in invention or process: for cash and shares

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Schedule 1: FreeWheeler

Schedule 2: Press release

This agreement is dated [date] :

Alan Bilbo Catlin, of [full], (“ ”);

And

Victoria Agricultural Machinery, a company incorporated in the Republic of India under [act / law], whose main place of business is at [], [] (“ ”).

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 the affairs or actions of that party;

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

"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,

"Field" means the market for [\[agricultural machinery / unmanned aerial vehicles / food processing machinery, or as the case may be\]](#) Enter complete and clear statement of industry and application. If longer than 100 words, use a

"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, designs, copyrights, software, domain

"Patent" means one or more patents, not yet existing, for which VAM has agreed to make application

"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. A reference to a paragraph or schedule is to a paragraph or schedule to this agreement unless the context
- 2.3. The headings to the paragraphs and schedules (if any) to this agreement are inserted
- 2.4. Any agreement by any party not to do or omit to do something includes an obligation not to allow some
- 2.5. A reference to the knowledge, information, belief or awareness of any person shall be deemed to include the knowledge, information,
- 2.6. All money sums mentioned in this agreement are calculated net of GST, which
- 2.7. 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 of buyer

- 3.1. VAM warrants that it has power to enter into this agreement [and have].
- 3.2. VAM warrants and undertakes that it is not aware of anything within its reasonable control which might or will adversely
- 3.3. VAM warrants that it is not insolvent and knows of no circumstance which would entitle any creditor to appoint a receiver or to petition for
- 3.4. VAM warrants that its performance of :
 - 3.4.1 conflict with or result in the breach of any provision of its memorandum and articles of association or any comparable document ;
 - 3.4.2 conflict with any law or governmental regulation in any jurisdiction in ;
 - 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 he

5. Entire agreement

- 5.1. This agreement contains the entire

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

5.3. Conditions, warranties or other terms implied by

5.4. As an exception to the last

*[Enter list
]*

6. ABC's representations as to Intellectual Property

ABC represents and warrants that:

6.1. ABC is the owner of

6.2. to the best of the knowledge

6.3. use of FreeWheeler by

7. Assignment of FreeWheeler

7.1. ABC now assigns to VAM all right,

7.1.1 the sum of Rs [100 , 000],

7.1.2 the issue of [200,000] ordinary shares of one
(" ").

7.1.3 the promises

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

7.3. If within [8] weeks of today, VAM identifies to ABC, any material in any
medium that is missing after delivery of

7.4. ABC agrees to take whatever action is reasonably necessary,

7.4.1 execution of documents and instruments;

7.4.2 the furnishing of information, as may be

All costs in

7.5. The sale is:

7.5.1 limited in scope to the Field;

7.5.2 subject to any sales or licences previously granted to third
parties, none of which is specifically for exploitation within the
Field now granted, but any

7.6. VAM acknowledges that ABC owns all residual right, title

7.7. Expiry of any patent, trademark or third party

[].

8. ABC's understanding

ABC confirms that

8.1. He has investigated the affairs and accounts of VAM

8.2. He takes the Shares for

8.3. Except by operation of law, he undertakes

8.4. He acknowledges and understands that there is

8.5. In connection with a possible public offering of Shares at some future date, ABC agrees

9. The FreeWheeler trademark

9.1. ABC now grants to VAM a license to use the name and mark "

9.2. This licence shall extend to every right assigned

9.3. ABC agrees that VAM may

9.4. ABC will comply with any reasonable request by VAM to

10. The Patents

10.1. ABC agrees that VAM may, in any country where it
[] ,

10.2. VAM now undertakes to apply for one or

10.3. Every application and subsequent registration shall

10.4. VAM shall provide a copy of every document, including
correspondence, relating to ,

10.5. ABC now grants a licence to VAM to make

10.6. This licence shall extend to every right assigned

10.7. ABC will comply with any reasonable request by VAM to

10.8. If at any time, VAM is engaged in any patent application or dispute or
proceeding, and it wishes to terminate, disengage, cancel or

10.9. VAM acknowledges that every patent relating to FreeWheeler is or may be of value in exploiting FreeWheeler in any

11. Other new Intellectual Property

11.1. This paragraph does not apply to Patents. It

11.2. In respect of registration by

11.2.1 VAM is under no obligation to register,

11.2.2 if VAM wishes to claim

];

11.2.3 If new Intellectual

12. Third party infringement

[Note: there are alternative scenarios for this paragraph. This one is for ABC

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Option one

- 12.1. If either party becomes in any way aware of
- 12.2. ABC shall have the first right, but not the
- 12.3. ABC must notify VAM within [28] days
- 12.4. VAM agrees to co-operate with ABC in any litigation or other enforcement action that ABC may
- 12.5. All reasonable lawyers' fee and other expenses incurred by VAM in
- 12.6. VAM shall have the right to participate and
- 12.7. VAM shall have no recourse against ABC arising out of ABC's handling of or decisions concerning any
- 12.8. If ABC fails to take action on a matter which affects or
- 12.9. VAM may at any time discontinue
- 12.10. If a party brings an action under this paragraph and subsequently ceases to pursue

12.11. All money recovered through any proceeding or claim, or from any settlement of it, shall belong to the party

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Option Two

Third party infringement [alternative]

12.12. If either party becomes in any way aware of

12.13. VAM shall have the first right, but not the

12.14. VAM must notify ABC within [28] days

12.15.

12.16.

12.17.

12.18.

12.19.

12.20.

12.21.

12.22.

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13. Confidential Information

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14. Disclaimer

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15. Indemnity by Buyer

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15.1.

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15.2. its breach of this agreement;

15.3.

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15.4.

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16. The measure of damages

16.1.

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16.2.

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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

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17.3.

17.4.

2,

18. Miscellaneous matters

18.1.

18.2.

18.3.

18.4.

18.5.

18.6.

18.7.

18.8.

18.9.

18.10.

18.11.

18.12.

It shall be deemed to have been delivered:

;

[] ;

24 ;

- : 24

[

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18.13.

18.14.

18.15.

18.16.

18.17.

18.18.

Signed by [personal name] on behalf of [ABC name]

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.

Schedule 1: FreeWheeler

Schedule 2: Press release

Explanatory Notes:

IP rights sale agreement: in invention or process: for cash and shares

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 (FreeWheeler) 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

By all means use the search/replace function in your word processor to change them, but if you do change the defined word, make sure it

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 of buyer

You would not normally need a warranty of authority in a sale agreement because once the seller has his money; he has no further interest in the

buyer. In this case however, the seller does have an interest. He wants the buyer to continue to look after his brand and to comply with other post purchase requirements. Although a

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. ABC's representations as to intellectual property

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

7. Assignment of FreeWheeler

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

8. ABC's understanding

A paragraph like this is essential to protect the buyer from accusations of unfair exploitation of a solo inventor. Even if the inventor is a company or a sophisticated business person, this paragraph makes quite clear, the

9. The FreeWheeler trademark

It may be important that the buyer has the right to use the name by which the invention is known. The inventor will not wish to include it in the sale, because he will want to be able to use it in other areas or

If the name of the invention is not important, and

10. The Patents

We have assumed in this agreement that the inventor does not wish to become involved in the expense and time of a patent application. Instead, he is happy to allow the buyer to apply at his own

11. Other new Intellectual Property

The agreement assumes that the inventor insists on patent protection, but is unconcerned about other IP such as product name, domain names,

12. Third party infringement

Option One

We have provided two alternatives. The first is the most usual. However, in this case, we have assumed that the inventor is the “small guy” and may not want to

“ - ” ,

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

Option Two

Third party infringement [alternative]

See comments above.

13. Confidential Information

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

14. Disclaimer

As stated, this disclaimer

What disclaimer or warranty you give will depend on

We have provided

15. Indemnity by Buyer

Very widely worded to

16. The measure of damages

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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: FreeWheeler

It is absolutely essential that you define FreeWheeler clearly.

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Schedule 2: Press release

Attach press release.

End of notes