

IN-IPipp33

Intellectual property rights security agreement: contractor

This agreement is dated [date] [redacted] :

ABC Pvt Ltd, a company incorporated in India [under company registration number [number] and] whose registered office is [redacted] (“ [redacted] ” [redacted] [redacted]”); [redacted]

[Name in full], of [address, Inc [redacted]] (“ [redacted] ”)

Background:

- A. We have agreed that you will undertake certain specified work for us. It is possible that we may wish [redacted] [redacted] .
- B. We have agreed that your work is extremely sensitive and its [redacted] [redacted] .
- C. You have agreed to enter into this agreement so as to enable us to give you access to [redacted] [redacted] [redacted] [redacted]].

It is now agreed as follows:

1. Definitions

“Confidential Information” means all information about us, including information: given or received in any medium [redacted] , [redacted] [redacted] ; of any description, whether recorded or unrecorded; whether protected by law or not; which may give a commercially competitive advantage [redacted] [redacted] .

It includes among other things:

information about staff, their performance and [redacted] , data or information relating to suppliers, product plans, marketing strategies, finance, performance, operations, customer [redacted] , [redacted] [redacted] [redacted] [redacted] [redacted] [redacted] ; information about the Intellectual Property, the Know-how [redacted] [redacted] [redacted] [redacted] ;

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3. Entire agreement

3.1. So far as it relates to its subject matter, this agreement contains the entire agreement between us. It does not,,
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3.2. Each party acknowledges that, in entering into this agreement,
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3.3. Conditions, warranties or other terms implied by
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4. Confidential Information

4.1. All Confidential Information and other data, supplied by us to you,
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4.2. We both are aware that in the course of the Project you
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.....,
.....:

4.2.1 except as provided in this,
.....;

4.2.2 not use the Confidential
.....

4.2.3 not store, copy, or use the Confidential
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..... [.....]

5.3. You agree that we are
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6. Prior IP

In this paragraph the term “Prior IP” means all the,,
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6.1. You have attached to
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6.2. You warrant that the list identifies every item of Prior IP
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6.3. You agree to maintain written records of all Prior IP during
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6.4. You agree not to remove such records
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6.5. If, in the course of any Project, you incorporate into any product or
service of ours, any Prior IP, you,
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7. New IP

7.1. Whenever you create,,
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7.1.1 immediately describe it to us in writing;

7.1.2
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10. Damages not adequate

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11. Miscellaneous matters

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End of notes