

IN-IPipp36

Software rights security agreement

This agreement is dated [date] :

ABC Limited, a company incorporated in the Republic of India [under company registration number [number] and] whose registered office [] (“ ” “ ”);

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

Background:

A. You are employed by us as [capacity] and have been employed by us for [] [/].

OR

B. You have been working with or for us for approximately [] [/].

C. We have agreed that your work is extremely sensitive and its

D. You have agreed to enter into this agreement so as to [continue to] enable the company to

It is now agreed as follows:

1. Definitions

“Our Business” means the business of designing games to be played on - .

“Confidential Information” means all information about us, including:

Any information which may give a commercially competitive advantage to any other :
.

Information about staff, their performance and ,

data or information relating to suppliers, product plans, marketing strategies, finance, performance, operations, customer , ;

Information about the Intellectual Property, the

Know-how

;

Information owned by a third party and in respect of which we

- .

Information, comment or implication published on

.

It does not include information that it is reasonably necessary to disclose to a customer or other person in the usual course

.

"Software"

means software and all associated intellectual property rights 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, copyright works, designs,

, - , ,

.

"Know-how"

means scientific or technical information, systems, testing procedures and management methods and other procedures and ways of working

.

"New Software"

means Software written by you while you are employed by us or engaged by us as a contractor, agent or any

.

"Relationship"

means the connection you have with us for a past and/or future period of time during which either you are employed

.

2. Interpretation

In this agreement unless the context otherwise requires:

2.1. A reference to a person includes reference to that person's successors, legal representatives,

2.2. Any agreement by any party not to do or

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

3. Entire agreement

3.1. [You accept that we have advised you to take legal advice](#)

[OR](#)

3.2. [You accept that we have advised you to take legal advice before](#)

3.3. So far as it relates to its subject matter, this agreement contains the entire agreement between us. it does not

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

3.5. Conditions, warranties or other terms implied by

4. Confidential Information

4.1. We are both are aware that in the course of the Relationship you

will receive Confidential Information from us, and you will be bound by the following terms:

4.1.1 except as provided in this agreement, not divulge to any person (

)

;

4.1.2 not use the Confidential Information in any way for

,

4.1.3 not store, copy, or use the Confidential

[. . .]

4.1.4 keep all records of

;

4.1.5 keep all records only at our address (

);

4.1.6 [\[make all your employees agents and sub-contractors aware of the confidentiality](#)

].

4.2. You agree that before you permit any employee or contractor or other person to

/

,

4.3. You now undertake to us that for as long as the Relationship lasts you will

4.4. When the Relationship terminates, you will

5. Confidentiality of particular intellectual property

You agree:

5.1. to prevent disclosure of the Know-how or
() ;

5.2. to restrict visitors to the

5.3. that Know-how shall be disclosed only

5.4. that the obligation of confidence shall continue ;

5.5. to compensate us for any use ;

5.6. to indemnify us for any liability incurred ;

5.7. to immediately stop ;

5.8. to give us (at our expense) any assistance ;

5.9. that it shall not be a breach of this agreement for you to

6. “Work made for hire”

6.1. You acknowledge that all Software written or

6.2. You agree that you have been fully compensated for such Software
()

6.3.

6.4.

6.5.

7. Inventions already made

7.1.

(“ ”).

7.2.

7.3.

7.4.

7.5.

8. New Software

8.1.

8.1.1 immediately describe it to us in writing;

8.1.2

8.1.3

8.2.

8.3.

8.4.

8.5.

9. Damages not adequate

10. Miscellaneous matters

10.1.

10.2.

10.3.

10.4.

10.5.

10.6.

10.7.

10.8.

10.9.

10.10.

10.11.

Signed on our behalf by [\[name that person\]](#) who personally accepts liability for the proper authorisation to enter into this agreement and by you personally.

For, and on behalf of [\[\]](#)

[Print name](#)

Explanatory Notes:

Software rights security agreement

Paragraph Specific Notes:

Notes referable to specific paragraphs

1. Definitions

Definitions are always important. In this agreement they are more important than usual. Why? Because if your counter party breached the agreement, you would need to be able to

“Our Business” has to be defined in some way. It would be best for you if it covered every possible activity you might ever undertake. However, that provision would be void and the whole agreement would collapse. The law allows you to protect what is reasonable regarded as your business, but does not allow you unreasonably to stop someone else earning

We have used the term “Relationship” to refer to just that. But if you are dealing with an employee, that term may be clearer. If your

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

One possible defence to a claim for breach of this agreement is that your employee or contractor signed it under duress. You cannot

The remainder of this paragraph prevents a party from later saying he was relying on some other document or what was said. If

4. Confidential Information

This paragraph is about management of confidential information, including of course, intellectual property. You may need

5. Confidentiality of particular intellectual property

This paragraph is to protect procedures and systems commonly referred to as “know-how”. These are not protected in law, like copyright or a

6. “Work made for hire”

There is a fundamental principle of law that I own whatever original work I create. This is easy to apply to copyright, but far harder when it comes to items of intellectual property

An important point of contract law also appears in this paragraph. For hundreds of years the maxim “Past consideration is no consideration” has applied. It means you cannot make a contract on the basis that one side has already paid. Both sides

The importance of “consideration” here is that the agreement purports to bind the inventor in respect of what he has

7. Inventions already made

The purpose of this paragraph is to obtain a list of what your counter

8. **New Software**

These provisions are very strict. It may be inappropriate or impractical to expect

9. **Damages not adequate**

A judge will usually try to award money damages as a simple way to make good to the successful

10. **Miscellaneous matters**

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

End of notes