

NZ-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]

And made between:

[Alan Bilbo Catlin], of [full], (“[]”);

And

[Victoria Agricultural Machinery], a company incorporated in New Zealand [under company number [number] and] whose registered office [] (“[]” / “ ”).

It is now agreed as follows:

1. Definitions

“[FreeWheeler]” means the package of software, graphic design, control system, user interface, reporting and all other systems which constitute the fully functional [] , 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 , .

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

.....,
..... [.....].

9. The [FreeWheeler] trademark

9.1. [ABC] now grants to [VAM] a license to use the name "[.....]"
..... [.....] .

9.2. This licence shall extend to every right assigned to [.....]
..... [.....] .

9.3. [ABC] agrees that [VAM] [.....]
..... [.....]
].

9.4. [ABC] will comply with any reasonable request by [VAM]
..... [.....]. [.....]
..... [.....].

10. The Patents

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

10.2. [VAM] now undertakes to apply for one
....., [.....].

10.3. Every application and subsequent registration shall be
..... [.....]
..... [.....].

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

12.7. [VAM] shall have no recourse against [ABC] arising out of [ABC]'s handling of or [REDACTED] [REDACTED]. [REDACTED] [REDACTED] [REDACTED] [REDACTED].

12.8. If [ABC] fails to take action on a matter which affects or [REDACTED] [REDACTED], [REDACTED] [REDACTED] [REDACTED] [REDACTED], [REDACTED], [REDACTED], [REDACTED].

12.9. [VAM] may at any time [REDACTED] [REDACTED], [REDACTED] [REDACTED].

12.10. If a party brings an action under this paragraph and subsequently ceases to pursue [REDACTED], [REDACTED] [REDACTED] [REDACTED].

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

Option Two

Third party infringement [alternative]

12.12. If either party becomes in any way aware of [REDACTED], [REDACTED].

12.13. [VAM] shall have the first right, but not [REDACTED], [REDACTED], [REDACTED].

12.14. [VAM] must notify [ABC] within [28] [REDACTED], [REDACTED].

12.15. [ABC] agrees to co-operate with [VAM] in any litigation or other enforcement action that [] .
 -
 ,
 [] .

12.16. All reasonable lawyers' fee and other expenses incurred by [ABC] in
 -
 []
 [] .

12.17. []
 ,
 .

12.18. [] []
 []'s
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]
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12.19. []
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12.20. []
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12.21.
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12.22. ,
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13. Confidential Information

13.1. , [..
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13.2. ,
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13.2.1 ,
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13.2.2
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13.2.3 (.....
.....)
..... .

13.3.
..... , -
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.....
..... .

14. Disclaimer

14.1. [REDACTED].

14.2. [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED] ([REDACTED]) [REDACTED].

14.3. [REDACTED] [REDACTED], [REDACTED]:

14.3.1 [REDACTED];

14.3.2 [REDACTED] [REDACTED]; [REDACTED]

14.3.3 [REDACTED] [REDACTED]; [REDACTED]

14.3.4 [REDACTED] - [REDACTED] [REDACTED] [REDACTED] [REDACTED].

14.4. [REDACTED] ([REDACTED] [REDACTED] [REDACTED]) [REDACTED] [REDACTED] 's [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED] ([REDACTED] 2017, [REDACTED] [REDACTED] [REDACTED]) [REDACTED].

15. Indemnity by Buyer

[] [] , []
:

15.1. ;

15.2. its breach of this agreement;

15.3. , , ,
;

15.4. ;

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

Schedule 1: [FreeWheeler]

Schedule 2: Press release

....." ..
....."

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

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: [FreeWheeler]

It is absolutely essential that you define the subject
.....
....., ".....".
.....

Schedule 2: Press release

Attach press release.

End of notes