UK-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]	
[Alar	n Bilbo Catlin], of [full ■ ■ ■	], ("[ • • • • ]");
And		
[und	_	a company incorporated in England and Wales ber [number] and] whose registered
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 [
	"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
		<ul> <li>information about staff and their personal contact information,</li> <li>data or information relating to product plans, marketing strategies, finance, operations, customer relationships, customer profiles, sales • • • • • • • • • • • • • • • • • • •</li></ul>
	"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 schedule
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 to •
nterpretation	
n this agreement unless th	e 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 person includes a human individual, a corporate entity, a partnership, a governmental authority
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.		ence to the knowledge, information, belief or awareness of any shall be deemed to include the knowledge, information,
	2.7.		ney sums mentioned in this agreement are calculated net of which
	2.8.	conflict	greement is made only in the English language. If there is any in meaning between the English language version of this nent and any version or
3.	War	rantie	s for authority of Buyer
	3.1.	[VAM]	warrants that it has power to enter into this agreement [and = =
	3.2.		warrants and undertakes that it is not aware of anything within sonable control which might or will
	3.3.		warrants that it is not insolvent and knows of no circumstance would entitle any creditor to appoint a receiver or to petition ■ ■
		••••	
	3.4.	[VAM]	warrants that its performance of
		3.4.1	conflict with or result in the breach of any provision of its articles of association or any comparable document regulating
		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 of notice or lapse of time, would become a default)

4. Relationship of parties
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4.1.	Nothing in this agreement shall create a partnership, agency or other relationship between the parties, other
4.2.	Neither party shall have, nor represent that he has any authority to make any commitment on other $\blacksquare \blacksquare \blacksquare$
Enti	re agreement
5.1.	This agreement contains the entire agreement between the parties and supersedes all
5.2.	Each party acknowledges that, in entering into this agreement, he does not rely on any representation, warranty, information
5.3.	Conditions, warranties or other terms implied by
5.4.	As an exception to the last • • • • • • • • • • • • • • • • • • •
	[Enter list = = = = = = = = = = = = = = = = = = =
[AB	C]'s representations as to Intellectual Property
[ABC	represents and warrants that:
6.1.	[ABC] is the owner • • • • [ • • • • ] • • • • • • • • • •
6.2.	to the best of the knowledge of [ • • • • ], [ • • • • ] • • • • • • ;
6.3.	use of [FreeWheeler] = = = [ = = = ] = = = = = = = = = = =

# 7. Assignment of [FreeWheeler]

[ABC] now assigns to [VAM] all • • • • , • • • • • • • • • • • • • •			
7.1.1	the sum of £ [100 , 000 ],		
7.1.2	the issue of [200,000] ordinary shares of one pound each in [ = = = = = "). [ = = = ] = = = = = = = = = = = = = = =		
_	diately after this agreement becomes effective / within 48 hours		
If withi	n [8] weeks of today, [VAM] identifies to [ABC], any material in edium that is missing after delivery of [		
	agrees to take whatever action is reasonably necessary, for ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■		
7.4.1	execution of documents and instruments;		
7.4.2	the furnishing of information, as may be required • • • • • • • • • • • • • • • • • • •		
	ts in connection		
The sa			
	7.1.1 7.1.2  [Imme		

limited in scope to the Field;

7.5.1

		F F •	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 of which could,	
			• • • • ] 's • • • • • [ • • • • ].	[ •
	7.6.	[VAM] ac	cknowledges that [ABC] owns all residual right,	
	7.7.	Expiry of	■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■	
	7.7.			-
8.	[AB	C]'s un	derstanding	
	[ABC	] = = = = = = .		
	8.1.	11.1	nvestigated the affairs and accounts of [VAM] ■ ■ ■ ■ ■ ■ ■	J
		He nas ir		_
		He nas ir		-
	8.2.	[		•
	8.2. 8.3.	He takes	].	
		He takes  Except b	s the Shares for	-
	8.3.	He takes  Except by  He acknowledge  In connected the connected test of the connected te	s the Shares for section of law, he undertakes section of law, he undertakes section of law.	

	 , $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$	 	
 	 		].

### 9. The [FreeWheeler] trademark

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

### 10. The Patents

	10.5.	[ABC] now grants a licence to [VAM] • • • • • • • • • • • • • • • • • • •
	10.6.	This licence shall extend to every right assigned to [ • • • • ] • • • • • • • • • • • • • •
	10.7.	[ABC] will comply with any reasonable request by [VAM] • • • • • • • • • • • • • • • • • • •
	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 settle   [
	10.9.	[VAM] acknowledges that every patent relating to [FreeWheeler] is or may be of value in exploiting [FreeWheeler] • • • • • • • • • • • • • • • • • • •
11.	Othe	er new Intellectual Property
	11.1.	This paragraph does not apply to Patents. It applies to •••••••••••••••••••••••••••••••••••
	11.2.	In respect of registration by [
		11.2.1 [VAM] is under no obligation

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\blacksquare \blacksquare \blacksquare \blacksquare ]];
  Third party infringement
[Note: there are alternative scenarios for this paragraph. This one is for ABC 

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. . . . . . . . . 1.
Option one
12.1. If either party becomes in any way aware of
  12.2. [ABC] shall have the first right, but not ABC] shall have the first right, but not ABC]
  12.3. [ABC] must notify [VAM] within [28]
  12.4. [VAM] agrees to co-operate with [ABC] in any litigation or other
  enforcement action that [ = = = ] = = = = = = = = = = = = = =
  ....................................
  ....[....].................
  .........
12.5. All reasonable lawyers' fee and other expenses incurred by [VAM] in ■
  ....................................
  [....].........................
  ..[....].................
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12.7.	[VAM] shall have no recourse against [ABC] arising out of [ABC]'s handling of
12.8.	If [ABC] fails to take action on a matter which affects or $\blacksquare$
12.9.	[VAM] may at any time = = = = = = = = = = = = = = = = = [ = = = ].
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
Optio	n 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 • • • • • • • • • • • • • • • • • • •
12.14.	[VAM] must notify [ABC] within [28]

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.	[ • • • • ] • • • • • • • • • • • • • •
12.19.	
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12.21.	
12.22.	

## 13. Confidential Information

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	13.2.2	:::		• • •		• • • •		• • , • • • • •		•••
	13.2.3			• • •				 		
13.3.		•••		• • , • • • • •			•••			•••

## 14. Disclaimer

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	14.3.2		•••									
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	14.3.3 14.3.4	-]-			]			- ; - ] -				
14.4.												

15.	Indemnity by Buyer	
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	15.1.	
	■■■;	
	15.2. its breach of this agreement;	
	15.3.	••
	15.4. <b>••••</b> ;	•••
16.	The measure of damages	
	16.1.	•••
	16.2.	
17.	Publicity / Announcements	
	17.1.	
	OR	
	17.2. No party shall:	

- 17.2. No party shall.
  - 17.2.1 make any public announcement; or
  - 17.2.2 disclose any information; or

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It shall be deemed to have been delivered:

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

## Schedule 1: [FreeWheeler]

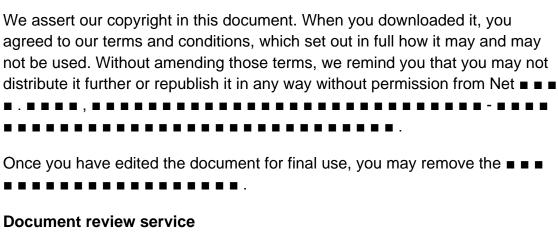
### Schedule 2: Press release

## **Explanatory notes:**

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

### **General notes**

1.	Recognition	of our	copyright	in this	document



#### 2.

If you would like our legal team to check your edited version, we **EXECUTE I** . . . . . . . . . . . . . . . .

Please contact our support team at support@netlawman.co.uk for further information.

## **Paragraph Specific notes:**

Notes numbering refers to paragraph numbers.

#### 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 find/replace function in your word processor to change them, but if you do change the defined word, make sure it
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.
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
Relationship of parties
We have no comment
Entire agreement
This paragraph prevents a party from later saying he was relying on some other document or website or what was said. These provisions are more important in an international trade agreement, when another country may
[ABC]'s representations as to intellectual property
These points are necessary for the proper protection of the buyer. They are

3.

4.

5.

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
	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
	We suggest you • • • • • • • • • • • • • • • • • • •
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 • • • • • • • • • • • • • • • • • •
	Rights of Third Parties Act

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 ■ ■ ■ ■ ■ ■
Sche	dule 1: FreeWheeler
	It is absolutely essential that you define the subject
Sche	dule 2: Press release
	Attach press release.

## **End of notes**