

ZA-IPipp45

**Assignment agreement: of music copyright or other IP;  
cash sale; seller retains right to buy back**

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This agreement is dated [date] :

[Jane Songwriter] whose address is at [ ] (" ")

And

[West End Productions Ltd] whose registered office is at [address], company  
[ ] (" ")

## 1. Definitions

These definitions apply unless the context :

"Confidential Information" means all information about the parties to this agreement, including any information which may give a commercially competitive advantage

:

information about staff and their personal contact information,

data or information relating to product plans, marketing strategies, finance, operations, customer relationships, customer profiles, sales estimates, business

[ / / ].

"Documentation" means the user manuals, handbooks and other written materials relating to [ / / ].

"[Lyrics/Songs/Music]" means [The collection of songs the full text of which 1  
].

## 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. in connection with any benefit given by this agreement, a reference to a party includes
- 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. a reference to the knowledge, information, belief or awareness of any person shall be deemed to include the knowledge, information,
- 2.7. all money sums mentioned in this agreement are calculated net of VAT, which
- 2.8. 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. Entire agreement**

- 3.1. This agreement contains the entire agreement between the parties and supersedes all
- 3.2. Each party acknowledges that, in entering into this agreement, he does not rely on any representation, warranty, information

3.3. Conditions, warranties or other terms implied by statute or common law are excluded from this

3.4. As an exception, the parties do rely on information

*[Enter list of docs and dates ]*

## 4. Songwriter's warranties

[Songwriter] represents and warrants to [ ] :

4.1. [Songwriter] is the exclusive owner of all right, title and interest in the [Lyrics/Songs/ ] ,

4.2. [Songwriter] warrants that all documents, computer records, disks and other media containing the [Lyrics/Songs/Music] have been handed to [West ] ,

4.3. the [Lyrics/Songs/ ]

4.4. there are no claims, pending or , [ ] [ / / ] .

4.5. this agreement is ,

4.6. [Songwriter] is not subject ,

## 5. The assignment

5.1. [Songwriter] now sells and [West End] buys certain [ / / ] [ ] . [ ]

5.2. The price shall be paid [ ] .



[ ] .

5.8. [West End] undertakes to use its best endeavours at  
[ / / ] ,  
[ ] .

## 6. Disclaimer and limitation of liability

6.1. Neither party shall be liable in any event for any special, consequential, incidental or other indirect damages or any punitive damages arising out of or in connection with this , ( )

6.2. [Songwriter] disclaims ,  
:

6.2.1 that the [Lyrics/ / ]  
;

6.2.2 that the use of the [Lyrics/Songs/Music]

;

6.3. Except in the case of death or personal injury, the ,  
[ 0000 ];

6.4. This paragraph (and any other paragraph which excludes or restricts the liability [ ]) [ ] ,  
 , [ ] .

6.5. Nothing in

## 7. Right of pre-emption and re-assignment

- 7.1. [Songwriter] has a pre-emption right in respect of [ ] (" [ / / ]).
- 7.2. If [West End] wishes to assign [ / ],
- 7.3. [West End] must give notice in [ ],
- 7.3.1 the name of proposed transferee;
- 7.3.2 the Proposed Sale price, - ;
- 7.3.3 a draft agreement for the Proposed Sale.
- 7.4. [Songwriter] may [ ].
- 7.5. All of the information given to [Songwriter] shall [ [ / / ] [ ] [ / / ] ].
- 7.6. [Songwriter] must, within [28] days of receipt of [West End's] notice, serve a written counter- [ / / ] [ 28 ] [ ] [ ] .
- 7.7. If [Songwriter] elects to buy the [Lyrics/Songs/Music], [ 8 ] [ ] - .
- 7.8. If [Songwriter] elects not [ / / ] :
- 7.8.1 [West End] is [ ] ;



7.8.2 [West End] may not change

[ / / ];

7.8.3 [Songwriter] shall not object

;

7.8.4 if the sale to the transferee does not proceed, [West End] may not [ / / ] [ 12 ]

[ / / ]

.

## 8. Infringement and indemnity by [Songwriter]

8.1. [Songwriter] gives no warranty, representation or undertaking that the use of the [ / / ]

.

OR

8.2. [Songwriter] warrants that the use of the [Lyrics/Songs/ ]

.

8.3. [Songwriter] is under no obligation to take action

[ / / ].

8.4. [Songwriter] will indemnify [West End] for its reasonable costs and all damages

[ / / ]

[ / / ]

.

8.5. The conditions [ / / ] :

8.5.1 [West End] [ / / ];

8.5.2 [West / / ]

;

8.5.3 [Songwriter] is ;

8.5.4 [Songwriter] has sole ;

8.5.5 [West End] gives [ ] [ ]

## 9. Indemnity by West End

9.1. In this paragraph "Claims" means demands, claims

9.2. [West End] agrees to indemnify [ ] -  
:

9.2.1 [ ] ;

9.2.2 [ / / ];

9.2.3 , , , [ / / ].

9.3. ( ) , , ,

## 10. Confidential Information

10.1. , , ,

10.1.1

(

);

10.1.2

,

;

10.1.3

, ,

[ ... ];

10.1.4

(

);

10.2.

.

10.3.

.

10.4.

[ 5 ]

10.5.

.

10.6.

-

10.7.

- ,  
( )

## 11. Publicity / Announcements

11.1.

OR

11.2. No party shall:

11.2.1 make any public announcement; or

11.2.2 disclose any information; or

11.2.3

;

11.3.

11.4.

2 ,

## 12. Miscellaneous matters

12.1.

,  
,

12.2.

12.3.

12.4.

12.5.

12.6.

12.7.

12.8.

12.9.

12.10.

It shall be deemed to have been delivered:

;

72 ;

- : 24

.[

]

12.11.

12.12.

12.13.

12.14.

12.15.

**Signed by** [Jane Songwriter]

**Signed by** [name] on behalf of [West End Productions Ltd] as its / his representative who personally accepts liability for the proper authorisation by [West End] to enter into this agreement.

For, and on behalf of [ ]

print name

For, and on behalf of [ ]

print name

<b>Schedule 1 agreement</b>	<b>Description of subject matter of this</b>
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,	,	,	.
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## **Schedule 2 Press release**

*Terms of press release*

## Explanatory Notes:

**Assignment agreement: of music copyright or other IP; cash sale; seller retains right to buy back**

### General notes

This agreement has been drawn for a simple sale of copyright in one or more musical works or songs or lyrics alone. It is drawn as a sale so that the buyer has freedom to deal without the restrictions of licence terms, but provision has also been made for the composer to retain some rights. The retained rights could be any. Geographical territory or specific

We have provided for the seller to retain some rights. You can easily edit out the relevant words if

### Paragraph specific notes

#### 1. Definitions

Please read the general notes sent along with

For “Confidential Information”, we have provided a very full menu of items. Depending on your business,

Changing terms for more suitable words: your business is unique. We may not have been able to provide you with defined terms which are precisely suitable to your requirement. By all means use the search/replace function in your word processor to change them. But if you do

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. Entire agreement**

This important paragraph prevents a party from later saying he was relying on some other document or web site or what was said. These

### **4. Songwriter's warranties**

This paragraph makes certain that the buyer receives what he needs but makes clear

### **5. The assignment**

This is the essence of the deal, setting out exactly what has been sold and what

### **6. Disclaimer and limitation of liability**

This paragraph is important protection for the songwriter.

### **7. Right of pre-emption and re-assignment**

Carefully drawn in sufficient detail to give you a basic way forward if pre-

### **8. Infringement and indemnity by Songwriter**

This paragraph sets out the parties' rights against each other if a third party infringes copyright in the work or claims that the buyer is infringing the copyright of the third party. This is an

### **9. Indemnity by West End**

The seller

### **10. Confidential Information**

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

“ ”

### **11. Publicity / Announcements**

This paragraph is largely to protect from .

.

### **12. Miscellaneous matters**

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

‘ .

.

### **Schedule 1 Description of subject matter of this agreement**

Write down the words or attach music .

### **Schedule 2 Press release**

Set down the terms in text.

**End of notes**