

## ASSIGNMENT AGREEMENT

This Agreement is made on [date].

### Parties:

[Individual licensor name] at [individual address] OR [full company name] incorporated and registered in [country of incorporation] with company number [number] whose registered office is at [registered office address] (“The Assignor”); and

[Individual licensee name] at [individual address] OR [full company name] incorporated and registered in [country of incorporation] with company number [number] whose registered office is at [registered office address] (“The Assignee”).

### Background:

- A. The Assignor owns and/or controls all rights in and to the Assigned Material (“The Material”) granted pursuant to this Agreement. The Assignee acknowledges the validity of such rights.
- B. The Assignor has agreed to assign to the Assignee all rights to the Material on the terms set out in this Agreement.

### 1. Definitions:

**Assigned Material** As defined in the **Schedule**.

**Intellectual Property Rights**

Copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, rights to goodwill and to sue for passing off and unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

## **2. Assignment**

2.1 For the Consideration set out in clause 3 below, the Assignor hereby assigns to the Assignee absolutely, unconditionally and with full guarantee all right, title and interest for their full duration in and to:

- a. all Intellectual Property Rights in the Assigned Material;
- b. the rights to all associated material, including without limitation all documents, drawings, designs, negatives, transparencies and prints and all disks, tapes and other material on which the Assigned Material is stored; and
- c. the right to bring, make, oppose, defend or appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership of any of the Intellectual Property Rights whether occurring before, on or after the date of this assignment.

2.2 The Assignor agrees to absolutely and unconditionally waive all moral rights throughout the world in the Materials in favour of the Assignee and its successors in title, licensees and assigns.

## **3. Consideration**

In consideration of the Assignment in clause 2.1 above, the Assignee shall pay to the Assignor the sum of £[x] , which sum shall be payable within 30 days of receipt of a valid invoice.

## **4. Warranty**

The Assignor warrants that:

- a. it has the right and power to enter into this Agreement; and
- b. the Assignee will be entitled to use the Assigned Material free from all and any third party copyright or trade mark infringement or any other claims of any nature.

## **5. Indemnity**

The Assignor agrees to indemnify the Assignee, and keep him indemnified, against any loss, damage, claim, actions or costs (including legal costs and disbursements) suffered by the Assignee as a result of any breach by the Assignor of any warranty or any other obligation under this Agreement or in respect of any third party claim with respect to the use of the Assigned Material by the Assignee.

## **6. Confidentiality**

The parties agree that they will not disclose or otherwise reveal any information of a confidential nature, including, but not limited to, the contents of this Agreement and any information concerning the Assignee's business and finances. The parties agree to ensure that all employees, sub-contractors and other third parties to whom it may be necessary to disclose confidential matters to for the purposes of performing contractual obligations keep such matters strictly confidential.

## **7. Waiver**

In the event that either party fails to enforce any right or any term under this Agreement at any time or for any period, such action shall not be construed as a waiver of the right or term in question, and such action shall not affect that party's ability to enforce or exercise the right or term at a later date.

## **8. Third Party Rights**

A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

## **9. Entire Agreement**

9.1 This Agreement constitutes the whole Agreement between the parties and supersedes all previous Agreements between the parties relating to its subject matter.

9.2 Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement.

**10. Governing and Law and Jurisdiction**

This Agreement is governed by English law and any dispute arising in connection with it will be subject to the exclusive jurisdiction of the High Court of England and Wales.

**Signed**

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**The Assignee**

.....

**The Assignor**

## SCHEDULE

[Description of the material(s)]