**Deed of IP Assignment**

 [Company Name]

ACN [insert]

and

 [Assignor Name]

**[*Disclaimer: This document is intended to serve as a starting point only. It should be carefully considered and tailored to meet your specific commercial requirements and circumstances. This document, and any guidance note within this document, must not be relied on as legal advice and we recommend that you seek professional legal advice to ensure that this document is suitable for your specific situation*]**

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**Deed of IP Assignment**

**Date**

Parties

1. **[Company name]** ACN [ACN] of [address], [state] (**Assignee**)
2. **[Name]** of [address], [state] (**Assignor**)

Background

A. The Assignor has provided services to the Assignee or a Related Body Corporate of the Assignee (if any).

B. During the period in which the Assignor provided services to the Assignee or any of the Assignee's Related Bodies Corporate, the Assignor may have contributed to, or will contribute to, or otherwise has been involved in the development of the Intellectual Property, Software, Source Code and Documentation.

C. The Assignor wishes to:

### record that Assignee has at all times been and will be the legal and beneficial owner of the Intellectual Property, Software, Source Code and Documentation;

### assign to the Assignee all right, title and interest it may have the Intellectual Property, Software, Source Code and Documentation; and

### waive all Moral Rights it may have in relation to the Works.

Operative part

# Definitions and Interpretation

## Definitions

In this Deed, unless the context indicates a contrary intention:

**Business** means the business of the Assignee or any of the Assignee's Related Bodies Corporate, as at the date of this Deed being [insert].

**Business Day** means a day on which banks are open for general banking business in Sydney, excluding Saturdays and Sundays.

**Deed** means this deed including the background, and schedules, and any annexures.

**Documentation** means documentation, material, information and notes associated with the Intellectual Property, Software and Source Code, in whatever form, including functional, technical and user information, manuals, reports, designs, drawings, graphics, pictures, specifications, data and files, developed or produced by the Assignor or on his behalf as a result of or in connection with the Intellectual Property, Software or Source Code.

**Intellectual Property** means all intellectual and industrial property rights and interests of whatever nature throughout the world conferred under statute, common law or equity, whether existing now or at any time in the future, and includes rights in respect of, or in connection with copyright, trade marks, service marks, inventions, brand names, product names, domain names, designs, patents, semiconductor and circuit layout rights, confidential information, trade secrets, know-how, business or company names, or other proprietary rights (whether registered or not registrable), and any rights to registration of such rights, that are related to or in any way connected or contained in the Business, Software, Source Code or Documentation, whether now existing or created after the date of this Deed.

**Moral Rights** means the right of attribution of authorship, the right not to have authorship falsely attributed and the right of integrity of authorship, as defined and as set out under Part IX of the *Copyright Act 1968* *(Cth)* and any foreign corresponding rights.

**Related Body Corporate** has the meaning given to that term in section 9 of the *Corporations Act 2001* *(Cth)*.

**Software** means all software or computer programs developed or created by or on behalf of the Assignor at the request or for the use of the Assignee or any of the Assignee's Related Bodies Corporate or arising in the course of, or in connection with such development or creation and all enhancements, developments, improvements, revisions and updates to that software made on or before this Deed, or created after the date of this Deed.

**Source Code** means:

### source code and other material of the Software or any part or module of the Software necessary to produce the Software in a form capable of being used on a computer, whether by compilation, run time execution or other methods; and

(b) any instruction(s) or other statements (including comments), make files, scripts and related documentation necessary to understand the source material.

**Work** means anything created by the Assignor under or in connection with the Assignor’s engagement by the Assignee or a Related Body Corporate of the Assignee (if any).

## Interpretation

In this Deed, unless the context indicates a contrary intention:

(**documents**) a reference to this Deed or another document includes any document which varies, supplements, replaces, assigns or novates this Deed or that other document.

(**headings**) clause headings and the table of contents are inserted for convenience only and do not affect interpretation of this Deed.

(**party**) a reference to a party to a document includes that party’s personal representatives, executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns.

(**including**) including and includes are not words of limitation, and a list of examples is not limited to those items or to items of a similar kind.

(**corresponding meanings**) a word that is derived from a defined word has a corresponding meaning.

(**gender**) words importing one gender include all other genders.

(**rules of construction**) neither this Deed nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.

(**legislation**) a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under it.

(**time and date**) a reference to a time or date in connection with the performance of an obligation by a party is a reference to the time and date in Sydney, Australia, even if the obligation is to be performed elsewhere.

# Assignment

### The Assignor hereby assigns to the Assignee or any assignee nominated by it absolutely and beneficially, including by way of a present assignment of future rights in, the whole of the right, title and interest in and to the Intellectual Property, Software, Source Code, and Documentation.

### The Assignor irrevocably agrees to promptly execute all documents, forms and authorisations and do all acts and things that the Assignee considers to be necessary or desirable to give effect to this Deed and to absolutely vest in the Assignee full right, title and interest in and to all of the Intellectual Property, Software, Source Code, and Documentation.

### Without limiting this clause 2, any action taken by the Assignee or any of the Assignee’s Related Bodies Corporate while the Assignor was the legal or beneficial owner of any of the Intellectual Property, Software, Source Code, and Documentation is hereby ratified by the Assignor (including the creation of rights in respect of the Intellectual Property).

# Moral Rights

### The Assignor consents to any act or omission by or on behalf of the Assignee or a Related Body Corporate of the Assignee (whether occurring before or after this consent is given) which infringes or may infringe any of the Moral Rights the Assignor may have in relation to any Works made by the Assignor.

### The Assignor waives its right to bring any Moral Rights claim against the Assignee or any of the Assignee’s Related Bodies Corporate.

### The Assignor’s consent under clause 3(a) extends to:

#### the Assignor’s licensees and successors in title in respect of the Works; and

#### any person authorised by the Assignor or its licensees or successors in title to do acts comprised in the copyright for the Works.

### The Assignor acknowledges that the consent in clause 3(a) is a genuine consent given under Part IX of the *Copyright Act 1968* *(Cth)* and has not been induced by duress or any false or misleading statement.

# General

## Notices

### A notice is taken to be given or made:

#### when the sender receives an email acknowledgement from the recipient's information system showing the notice has been delivered to the recipient's email address;

#### when the notice enters an information system controlled by the recipient; or

#### when the notice is first opened or read by the recipient,

whichever occurs first.

### If under clause 4.1(a) a notice would be taken to be given or made on a day that is not a Business Day in the place to which the notice is sent, or later than 4 pm (local time), it will be taken to have been given or made at the start of business on the next Business Day in that place.

## Further assurances

Each party must promptly execute all documents and do all other things reasonably necessary or desirable to give effect to the arrangements recorded in this Deed.

## Variation

A provision of this Deed can only be varied by a later written document executed by or on behalf of all parties.

## No assignment

A party cannot assign or otherwise transfer its rights under this Deed without the prior written consent of the other party.

## Counterparts

This Deed may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

## Relationship between the parties

### Nothing in this deed:

#### constitutes a partnership between the parties; or

#### except as expressly provided, makes a party an agent of another party for any purpose.

### A party may not in any way or for any purpose:

#### bind another party; or

#### contract in the name of another party.

### If a party must fulfil an obligation and that party is dependent on another party, then that other party must do each thing reasonably within its power to assist the other in the performance of that obligation.

## Legal expenses and stamp duty

### Each party must pay its own legal costs and disbursements in connection with the negotiation, preparation, execution and carrying into effect of this Deed.

### The Assignee must pay all stamp duty assessed on or in relation to this Deed and any instrument or transaction required by or necessary to give effect to this Deed.

## Entire agreement

Thecontents of this Deed constitute the entire agreement between the parties and supersede any prior negotiations, representations, understandings or arrangements made between the parties regarding the subject matter of this Deed, whether orally or in writing.

## Invalidity

### A word or provision must be read down if:

#### this Deed is void, voidable, or unenforceable if it is not read down;

#### this Deed will not be void, voidable or unenforceable if it is read down; and

#### the provision is capable of being read down.

### A word or provision must be severed if:

#### despite the operation of clause 4.9(a), the provision is void, voidable or unenforceable if it is not severed; and

#### this Deed will be void, voidable or unenforceable if it is not severed.

### The remainder of this Deed has full effect even if clause 4.9(b)(i) or 4.9(b)(ii) applies.

## Waiver

A right or remedy created by this Deed cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

## Governing law and jurisdiction

### The laws applicable in New South Wales govern this Deed.

### The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

**Executed** as a deed

|  |  |  |
| --- | --- | --- |
| **Executed** by **[insert]** **Pty Ltd** ACN [insert] in accordance with section 127 of the *Corporations Act 2001* (Cth) by: | )))) |  |
|  Signature of Director |  |  Signature of Director/Secretary |
|  Print name of Director |  |  Print name of Director/Secretary |
|  |

|  |  |  |
| --- | --- | --- |
| **Signed, sealed** **and delivered** by **[insert]** in the presence of: | ))) |  |
|  Signature of Witness |  |  Signature of [insert] |
|  Print name of Witness |  |  |