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Intellectual property agreement template australia

SALE OF INTELLECTUAL PROPERTY AGREEMENT

(Name), henceforth known as "Buyer," wishes to purchase the intellectual property listed below ("Intellectual Property") from (Name), henceforth known as "Seller."

As such, Buyer and Seller agree to the following definitions and provisions:

1. Definition of Intellectual Property

1.1 Buyer agrees to purchase from Seller the Intellectual Property described herein, and any rights, trademarks, etc., associated with said Intellectual Property.

1.2 Intellectual Property, for the purposes of this agreement, is defined as follows:

(description of the Intellectual Property being sold, which may be continued on schedule(s) or attachment(s), if necessary)

2. Sale of Intellectual Property

2.1 Seller agrees that (he/she/it) has the authority to transfer this Intellectual Property, and further agrees that selling the Intellectual Property means that from the date of this agreement, Seller has no further claims to the Intellectual Property.

2.2 Seller agrees that the description of the Intellectual Property here (and on any included schedules or attachments) is accurate and thorough, and that no facets of the Intellectual Property have been left out of this agreement.

2.3 Seller agrees to transfer any and all rights to the Intellectual Property, which will give Buyer the right to, among other things, exploit the Intellectual Property for profit. Seller agrees that (he/she/it) has no further rights to the Intellectual Property, and (he/she/it) will not make any further profit, or any other kind of gain or benefit, as a result of a connection to the Intellectual Property, unless otherwise specified in the below paragraph.

2.4 As such, the sale price of the Intellectual Property is (amount in dollars), to be paid (description of how payment will be made). (if Seller is to make any other money after the sale of the rights, such as royalties or bonuses, please note that here)

Intellectual Property Agreement

(Pages 1 of 5)

This Deed assigns intellectual property from one person or company to another person or company. The first part of the deed is the Contract Details, which are followed by the Legal Terms.

CONTRACT DETAILS

Parties

Smith's Contracting Pty Ltd, 22 222 222 222, 1 Smith Lane, Smithfield, Sydney NSW 2000 (Assignor);
(02) 9999 5555
smith@smithscontracting.com.au
AND
John Smith, 1 Smith Street, Smithfield, Sydney NSW 2000 (Assignee);
(02) 9999 9999
john@smithscontracting.com.au

Deed Summary

Assigned IP means software code and documentation
Assignment Date means date of this deed
Assignment Fee (inc. GST) means \$500

Executed as a Deed on 01 November 2014.
Executed by Assignor, in accordance with section 127 of the Corporations Act 2001:

_____ Director/Company Secretary	_____ Director
_____ Name of Director/Company Secretary	_____ Name of Director

Executed by Assignee, in accordance with section 127 of the Corporations Act 2001:

_____ Director/Company Secretary	_____ Director
_____ Name of Director/Company Secretary	_____ Name of Director

1 of 5

INTELLECTUAL PROPERTY SALE AGREEMENT

This Intellectual Property Sale Agreement (the "Agreement") is made and effective July 28, 2009

BETWEEN: EMO Capital Corp. (the "Buyer"), a corporation organized and existing under the laws of the Nevada with its lead office located at:

115 He Xiang Road
Ba He Village 200000
China

AND: Roy Khan (the "Seller"), an individual resident of the United Kingdom:

Unit 11
Room 2
Listerhill Business Park
Campus Road, Bradford
BD7 1HR.

AND: Conflida Corporate Finance UK

The Mill Lane
Mill Lane
Hinton
Warwickshire
CV35 7BN

WHEREAS, Seller is the owner of certain Intellectual Property identified in detail in Schedule A and Schedule B attached to this Agreement; and

WHEREAS, Buyer wishes to irrevocably acquire the entire right, title, and interest in the identified Intellectual Property and exploit such property;

NOW, the parties intend to be legally bound and agree as follows:

1. DEFINITIONS

"Technology" means any technology owned by Seller and sold to the Buyer, related to providing DVR functionality on a mobile phone or IP endpoint including, without limitation, all Intellectual Property Rights and Technical Information.

"Intellectual Property Rights" means all Patents, Trade Marks, Copyrights, System Designs, and other intellectual property rights whether registered or not, owned by Seller and sold to the Buyer, relating to the Intellectual Property described in Schedule A.

"Documents" includes all information fixed in any tangible medium of expression in whatever form or format, and copies thereof.

"Technical Information" means all know-how and related technical knowledge of the Seller, relating to the Intellectual Property described in Schedule A including, without limitation:

(a) All trade secrets and other proprietary know-how, public information, non-proprietary know-how and invention disclosures;

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement"), dated as of the _____ day of _____, 2011, is by and between Midwestern University, a Illinois not for profit corporation (the "University"), and _____ ("Assignee").

RECITALS

WHEREAS, the University is an educational and research institution which provides facilities and assistance to its employed faculty, staff and students to enable them to carry out research of interest to University and Faculty and Assignee is an employed faculty or staff member or student of University and has and will engage in research in the area of _____ (the "Research") during Assignee's employment by University;

WHEREAS, in the course of the Research, Assignee has and may create Intellectual Property, as defined below, and has agreed pursuant to the Patent Policy Statement in the University's Faculty Handbook, to assign such Intellectual Property to the University;

NOW, THEREFORE, in consideration of the mutual understandings, covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, IT IS AGREED AS FOLLOWS:

ARTICLE 1

ASSIGNMENT OF INVENTIONS, TRADE SECRETS AND OTHER WORKS

1.1 **Assignment Of Intellectual Property.** During such time that Assignee has been or is employed or otherwise engaged by the University (the "Period of Engagement"), Assignee agrees that any and all inventions, discoveries, designs, original works of authorship, mark works, developments, concepts, know-how, improvements or trade secrets, whether or not patentable or registrable under patent, copyright or similar laws, which (a) Assignee may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice and which relate to the Research, or (b) which result from Assignee's use of University's materials, equipment, facilities, or confidential information (all such material in (a) and (b) above, collectively referred to as "Intellectual Property"), shall be the sole and exclusive property of University throughout the world. Assignee further agrees that: (1) to the extent any Intellectual Property is copyrightable, such Intellectual Property shall be considered a "work(s) made for hire" as that term is defined by United States Copyright Law, and (2) to the extent any Intellectual Property is not a work for hire or is subject to patent protection, Assignee hereby assigns to the University, or its designee, all of Assignee's right, title and interest in such Intellectual Property throughout the world.

1.2 **Prior Obligations.** Assignee represents that Assignee's performance of all terms of this Agreement has not breached and will not breach any prior agreement assigning or to assign or to keep in confidence proprietary information, knowledge or data acquired by Assignee prior to the commencement of the Period of Engagement, and Assignee agrees that the Research

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