

**DATED**

(1) << >>

(2) << >>

**COPYRIGHT ASSIGNMENT**

**THIS AGREEMENT** is made the                      day of

**BETWEEN:**

- (1)     <<Name of Assignor>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<Address>> (“the Assignor”) and
- (2)     <<Name of Assignee>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<Address>> (“the Assignee”)

**WHEREAS:**

- (1)     The Assignor owns the intellectual property rights in the Works listed in Schedule 1.
- (2)     The Assignor wishes to assign the intellectual property rights in the Works listed in Schedule 1 to the Assignee in accordance with the terms and conditions of this Agreement.

**IT IS AGREED** as follows:

**1. Definitions and Interpretation**

- 1.1     In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

<b>[“Affiliate”]</b>	[means, in relation to a body corporate, any subsidiary or holding company of the body corporate and any subsidiary of any such holding company;]
<b>“Assigned Rights”</b>	means the copyright [and any and all other intellectual property rights] subsisting in the Works;
<b>“Effective Date”</b>	means [the date of this Agreement] <b>OR</b> [<<insert date>>];
<b>“Fee”</b>	means the sum payable in consideration of the assignment of the Assigned Rights as set out in Clause 4; and
<b>“Works”</b>	means the works listed in Schedule 1.

- 1.2     Unless the context otherwise requires, each reference in this Agreement to:
- 1.2.1   “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
  - 1.2.2   a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
  - 1.2.3   “this Agreement” is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;

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1.2.4 a Schedule in accordance with the Agreement;

1.2.5 a Clause or paragraph of the Agreement or to a Clause of this Agreement (other than paragraph 1.2.5) or a paragraph of the relevant Schedule; and

1.2.6 a "Party" or "parties" to this Agreement.

1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.

1.4 Words imparting the singular include the plural and vice versa.

## 2. Assignment

2.1 Subject to the time and conditions of the Fee in accordance with Clause 4, the Assignor assigns to the Assignee absolutely the Assigned Rights [including any title guarantee and free from encumbrances] including

2.1.1 the Assigned Rights and any title and interest in and to the Assigned Rights

2.1.2 all rights to the Assigned Rights, including renewals, revivals or restorations of the Assigned Rights

2.1.3 all rights to the Assigned Rights in respect of the Works.

2.2 Subject to the time and conditions of the Fee in accordance with Clause 4, the Assignor assigns to the Assignee all right, title or interest in or to the Assigned Rights.

## 3. Waiver of Moral Rights

The Assignor hereby waives all Moral Rights in the Works arising out of Chapter IV of the Copyright, Designs and Patents Act 1988.

## 4. Fee and Payment

4.1 The Assignee shall pay to the Assignor a Fee of £<< >> in consideration for the assignment of the Assigned Rights under this Agreement.

4.2 The Fee shall be [insert amount] of any value added tax or other tax payable on the assignment of the Assigned Rights under this Agreement.

4.3 [The Assignor shall pay the Fee to the Assignee on or before <<insert date>>. The Assignee shall acknowledge receipt of the invoice for the Fee.] or the Fee on or before <<insert date>> within <<insert period>> of receipt of the invoice for the Fee or hereby acknowledges receipt of the Fee.

## 5. Proceedings

5.1 The Assignment includes the right for the Assignee to take legal action (including the bringing of proceedings) against any third party in respect of any infringement of the Assigned Rights which has occurred prior to the date of the Assignment.

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- 5.2 The Assignor shall provide the Assignee with reasonable assistance in relation to any proceedings which may be brought by or against the Assignee in respect of the Assigned Rights.
- 5.3 [The Assignee shall be reimbursed by the Assignor for any reasonable costs or expenses (including reasonable legal costs) incurred by the Assignor in providing assistance under this Clause 5.]
- 5.4 The provisions of this Clause 5 shall not apply notwithstanding the warranty set out in sub-Clause 7.1.

## 6. Further Assistance

- 6.1 Subject to receipt of a written request from the Assignee, the Assignor shall provide all reasonable assistance that may be required by the Assignee in order to:
- 6.1.1 perfect or complete the assignment of the Assigned Rights;
  - 6.1.2 give the Assignee the benefit of this Agreement;
  - 6.1.3 [assist the Assignee to take legal action against third parties in respect of the Assigned Rights;]
  - 6.1.4 [assist the Assignee to defend any legal proceedings brought by third parties in respect of the use of the Assigned Rights by the Assignee]
- 6.2 The Assignee shall be reimbursed by the Assignor for any reasonable costs or expenses (including reasonable legal costs) incurred by the Assignor in complying with the requests of the Assignee under Clause 6.1.
- 6.3 [Within <<insert period>> days of the date, the Assignor shall deliver up to the Assignee original documents (where available) of any and all correspondence, documents and legal advice which relates to:
- 6.3.1 the creation of the Assigned Rights;
  - 6.3.2 any and all parties who have acquired ownership of the Assigned Rights; or
  - 6.3.3 any ongoing proceedings in respect of the Assigned Rights where the same are within the custody or control of the Assignor or of an Affiliate of the Assignor]

## 7. Assignor's Warranties

- 7.1 The Assignor hereby warrants that:
- 7.1.1 the Assignee is the sole, exclusive and absolutely by the Assignor, and the Assignor shall be free to assign them absolutely to the Assignee;
  - 7.1.2 the Assignee is entitled to the assignment to the Assignee under this Agreement and the same shall be fully enforceable by the Assignor against any third party;
  - 7.1.3 no third party has any right, title or interest in the Works nor has claimed the same as of the Effective Date;

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7.1.4 to the best of [his/her/its] knowledge and belief [after due and diligent enquiry], the Works are not being infringed (nor threatened to be so) by any third party prior to the Effective Date;

7.1.5 to the best of [his/her/its] knowledge and belief [after due and diligent enquiry], no third party has infringed or threatened to infringe the Assigned Rights at any time prior to the Effective Date;

7.1.6 nothing in the Works is defamatory, obscene, illegal, dishonest, libellous, fraudulent, or otherwise in breach of applicable law, and nothing in the Works will infringe the rights of any third party; and

7.1.7 [no third party has infringed or threatened to infringe the Works.]

7.2 The Assignor gives and makes any representations beyond those detailed in section 7.1. In respect to the Works, the Assigned Rights and any other matters covered by this Agreement.

## 8. Assignee's Warranties

The Assignee hereby warrants:

8.1 it has the right to enter into this Agreement;

8.2 it shall pay the Fees in accordance with Clause 4; and

8.3 it shall not exceed the scope of the Assigned Rights under this Agreement (including, but not limited to, the Assigned Rights).

## 9. Indemnity

9.1 The Assignor shall indemnify and hold the Assignee harmless against any claim, loss, damage, cost, or expense (including reasonable legal costs or expenses howsoever incurred) arising, directly or indirectly, from any breach or non-performance by the Assignor of any of the Assigned Rights or any warranties or undertakings as set out in this Agreement.

9.2 The indemnity set out in Clause 9.1 shall apply provided that in all cases the Assignee shall:

9.2.1 notify the Assignor as soon as is reasonably possible of any claim, loss or damage;

9.2.2 consult with the Assignor as to any action to be taken in dealing with any such matter;

9.2.3 make no agreement with any third party for the payment of any sum in respect of any claim, loss or damage without the prior written consent of the Assignor, such agreement not to be unreasonably withheld.

## 10. Assignment of Agreement

The Assignee shall have the right to assign, transfer, sub-contract, or in any other manner make over to any third party all or part of the obligations and/or burden of this Agreement without the prior written consent of the Assignor.

## 11. Notice

- 11.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by the Party to whom they are addressed by a duly authorised officer thereof, as appropriate.
- 11.2 Notices shall be deemed to have been duly given:
- 11.2.1 when delivered by hand to the recipient or by courier or other messenger (including overnight delivery) during the business hours of the recipient; or
  - 11.2.2 when sent, by post, fax, e-mail and a successful transmission is generated; or
  - 11.2.3 on the fifth business day after mailing, if mailed by national ordinary mail; or
  - 11.2.4 on the tenth business day after mailing, if mailed by airmail, postage prepaid.
- 11.3 All notices under this Agreement shall be addressed to the most recent address, e-mail address or fax number notified to the other Party.

## 12. Force Majeure

Neither Party to this Agreement shall be liable for any failure or delay in performing its obligations where such failure or delay is caused by any cause that is beyond the reasonable control of that Party, including but not limited to: power failure, Internet Service Provider failure, storms, earthquakes, acts of God, war, terrorism, governmental action or any other event that is beyond the control of the Party.

## 13. No Waiver

The Parties agree that no failure to enforce any provision in this Agreement shall constitute a waiver of the right to subsequently enforce that provision or any other provision of this Agreement. Such failure shall not constitute a continuing waiver of the right to subsequently enforce that provision or any other provision of this Agreement. Such failure shall not constitute a subsequent breach and shall not constitute a waiver of the right to subsequently enforce that provision or any other provision of this Agreement.

## 14. Severance

The Parties agree that, if any provision of this Agreement is found to be unenforceable, that / those provisions shall be deemed to be severed from the remainder of this Agreement. The remainder of this Agreement shall remain enforceable.

## 15. Law and Jurisdiction

- 15.1 This Agreement (including any dispute, controversy or claim therefrom or associated with it) shall be governed by, and construed in accordance with, the law of the United Kingdom.
- 15.2 Any dispute, controversy or claim between the Parties relating to this Agreement (including any dispute, controversy or claim arising out of or in connection with it) shall be referred to and determined by the courts of the United Kingdom.

therefrom or associated with it  
of England and Wales

within the jurisdiction of the courts

**IN WITNESS WHEREOF** this Agreement has been  
before written

executed the day and year first

SIGNED by  
<<Name and Title of person signing>>  
for and on behalf of <<Assignor's full name>>

In the presence of  
<<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signing>>  
for and on behalf of <<Assignee's full name>>

In the presence of  
<<Name & Address of Witness>>

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**Works**

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