**Intellectual Property Agreement Draft**

This Intellectual Property Assignment Agreement (the “Agreement”) is made and entered into as **November 1**, by and between **CyberATL** (the “Team”) individually know as (Terrance Perry, Juan Sebastian Perez, Victor Akinla) and **Sonal S. Dekhane** (the “Client”) (collectively, the “Parties”).

The Parties hereby agree as follows:

**1.** The Client agrees to assign to the CyberATL, or its designee, all right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements, designs, drawings, discoveries, algorithms, formulas, computer code, ideas, trademarks, or trade secrets, whether or not patentable or registrable under patent, copyright or similar laws, related to the CyberATL’s business, which the Client may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, with the use of CyberATL’s equipment, supplies, facilities, assets, or CyberATL Confidential Information, or which may arise out of any research or other activity conducted under the direction of the CyberATL (collectively referred to as “Intellectual Property”).

**2.** The Client understands and agrees that (i) all original works for authorship which are made by the Client (solely or jointly with others) within the scope of the CyberATL’s business which are protectable by copyright, (ii) the decision whether or not to commercialise or market any Intellectual Property is within the CyberATL’s sole discretion and for the CyberATL’s sole benefit and that no royalty or other consideration will be due to the Client as a result of the CyberATL’s efforts to commercialise or market any such Intellectual Property.

**3.** The validity, construction and enforceability of this Agreement shall be governed in all respects by the law. This Agreement may not be amended except in writing signed by a duly authorized representative of the respective Parties. This Agreement shall control in the event of a conflict with any other agreement between the Parties with respect to the subject matter hereof. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the November 1, 2019 first above written.

4. This agreement proceeds to divide the ownership of the project (the “Scheduler”) between the following as agreed Juan Sebastian Perez, Victor Akinla, Terrance Perry, Sonal S. Dekhane. The ownership of the project (“Scheduler”) will be divided as (\_\_\_\_75\_\_\_\_) for team CyberATL and divided among the members as follows with (\_25\_\_\_) for Terrance Perry, (\_\_25\_\_\_) for Victer Akinla, and (\_\_25\_\_\_\_) for Juan Sebastian Perez. The client Sonal S. Dekhane will have (\_\_25\_\_\_) of the (“Scheduler”).