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Parties & EXECUTION

By signing below, the parties agree to the Particulars and General Conditions set out in this Agreement.

|  |  |  |  |
| --- | --- | --- | --- |
| Name | {$USR\_Name|ucwords}, {if !empty($USR\_ABN)}ABN {$USR\_ABN|phone\_format:”%2 %3 %3 %3”}{/if} (**{$USR\_ABV}**) | | |
| Address | {$USR\_Address} | | |
| Contact | {$USR\_Contact\_FN} {$USR\_Contact\_LN} – {$USR\_Contact\_Role} {$USR\_Contact\_Email} | | |
| Signatory | {$USR\_Signatory\_FN} - {$USR\_Signatory\_LN} – {$USR\_Signatory\_Role} | | |
| Signature |  | Date |  |

|  |  |  |  |
| --- | --- | --- | --- |
| Name | {$PT2\_Contact\_FN} {$PT2\_Contact\_LN} **({$PT2\_ABV}**) | | |
| Address | {$PT2\_Address} | | |
| Contact | {$PT2\_Contact\_Email} | | |
| Signature |  | Date |  |

Particulars

1. ASSIGNED INTELLECTUAL PROPERTY

|  |  |
| --- | --- |
| * 1. Business IP | All written and unwritten Intellectual Property Rights in regards to the business of {$USR\_ABV}, including (without limitation):   * + 1. Source code;     2. Designs;     3. Domain names;     4. Business plans;     5. Business models;     6. Forecasts;     7. Supplier accounts;     8. Usernames and passwords; and     9. All other things necessary for {$USR\_ABV} to utilise in its business {$PT2\_ABV}’s Intellectual Property Rights. |
| * 1. Trademarks | {if $TMQ==”0”}Nil{else}   |  |  |  |  | | --- | --- | --- | --- | | Type | Description | ID Number | Jurisdiction | | {tableif !empty($TM1\_Type)}{$TM1\_Type} | {if $TM1\_Type=="Word"}{$TM1\_Desc}{else}{$TM1\_Image|image:1:png}{/if} | {$TM1\_No} | {$TM1\_Country}{/tableif} | | {tableif !empty($TM2\_Type)}{$TM2\_Type} | {if $TM2\_Type=="Word"}{$TM2\_Desc}{else}{$TM2\_Image|image:2:png}{/if} | {$TM2\_No} | {$TM2\_Country}{/tableif} | | {tableif !empty($TM3\_Type)}{$TM3\_Type} | {if $TM3\_Type=="Word"}{$TM3\_Desc}{else}{$TM3\_Image|image:3:png}{/if} | {$TM3\_No} | {$TM3\_Country}{/tableif} | | {tableif !empty($TM4\_Type)}{$TM4\_Type} | {if $TM4\_Type=="Word"}{$TM4\_Desc}{else}{$TM4\_Image|image:4:png}{/if} | {$TM4\_No} | {$TM4\_Country}{/tableif} | | {tableif !empty($TM5\_Type)}{$TM5\_Type} | {if $TM5\_Type=="Word"}{$TM5\_Desc}{else}{$TM5\_Image|image:5:png}{/if} | {$TM5\_No} | {$TM5\_Country}{/tableif} | | {tableif !empty($TM6\_Type)}{$TM6\_Type} | {if $TM6\_Type=="Word"}{$TM6\_Desc}{else}{$TM6\_Image|image:6:png}{/if} | {$TM6\_No} | {$TM6\_Country}{/tableif} | | {tableif !empty($TM7\_Type)}{$TM7\_Type} | {if $TM7\_Type=="Word"}{$TM7\_Desc}{else}A close up of a logo  Description automatically generated{$TM7\_Image|image:7:png}{/if} | {$TM7\_No} | {$TM7\_Country}{/tableif} | | {tableif !empty($TM8\_Type)}{$TM8\_Type} | {if $TM8\_Type=="Word"}{$TM8\_Desc}{else}{$TM8\_Image|image:8:png}{/if} | {$TM8\_No} | {$TM8\_Country}{/tableif} | | {tableif !empty($TM9\_Type)}{$TM9\_Type} | {if $TM9\_Type=="Word"}{$TM9\_Desc}{else}A close up of a logo  Description automatically generated{$TM9\_Image|image:9:png}{/if} | {$TM9\_No} | {$TM9\_Country}{/tableif} | | {tableif !empty($TM10\_Type)}{$TM10\_Type} | {if $TM10\_Type=="Word"}{$TM10\_Desc}{else}A close up of a logo  Description automatically generated{$TM10\_Image|image:10:png}{/if} | {$TM10\_No} | {$TM10\_Country}{/tableif} |   {/if} |
| * 1. Patents | {if $PNTQ==”0”}Nil{else}   |  |  |  | | --- | --- | --- | | Description | ID Number | Jurisdiction | | {tableif !empty($PNT1\_Desc)}{$PNT1\_Desc} | {$PNT1\_No} | {$PNT1\_Country}{/tableif} | | {tableif !empty($PNT2\_Desc)}{$PNT2\_Desc} | {$PNT2\_No} | {$PNT2\_Country}{/tableif} | | {tableif !empty($PNT3\_Desc)}{$PNT3\_Desc} | {$PNT3\_No} | {$PNT3\_Country}{/tableif} | | {tableif !empty($PNT4\_Desc)}{$PNT4\_Desc} | {$PNT4\_No} | {$PNT4\_Country}{/tableif} | | {tableif !empty($PNT5\_Desc)}{$PNT5\_Desc} | {$PNT5\_No} | {$PNT5\_Country}{/tableif} | | {tableif !empty($PNT6\_Desc)}{$PNT6\_Desc} | {$PNT6\_No} | {$PNT6\_Country}{/tableif} | | {tableif !empty($PNT7\_Desc)}{$PNT7\_Desc} | {$PNT7\_No} | {$PNT7\_Country}{/tableif} | | {tableif !empty($PNT8\_Desc)}{$PNT8\_Desc} | {$PNT8\_No} | {$PNT8\_Country}{/tableif} | | {tableif !empty($PNT9\_Desc)}{$PNT9\_Desc} | {$PNT9\_No} | {$PNT9\_Country}{/tableif} | | {tableif !empty($PNT10\_Desc)}{$PNT10\_Desc} | {$PNT10\_No} | {$PNT10\_Country}{/tableif} |   {/if} |
| * 1. Documentation | {if $DCMTQ==”0”}Nil{else}   |  |  | | --- | --- | | No | Document Description | | {tableif !empty($DCMT1)}1 | {$DCMT1} | | {tableif !empty($DCMT2)}2 | {$DCMT2} | | {tableif !empty($DCMT3)}3 | {$DCMT3} | | {tableif !empty($DCMT4)}4 | {$DCMT4} | | {tableif !empty($DCMT5)}5 | {$DCMT5} | | {tableif !empty($DCMT6)}6 | {$DCMT6} | | {tableif !empty($DCMT7)}7 | {$DCMT7} | | {tableif !empty($DCMT8)}8 | {$DCMT8} | | {tableif !empty($DCMT9)}9 | {$DCMT9} | | {tableif !empty($DCMT10)}10 | {$DCMT10}{/tableif} |   {/if} |

General Conditions

1. Definitions and interpretation
   1. In this Agreement the following definitions apply:
      1. **Agreement** means this Intellectual Property Assignment Agreement.
      2. **Assigned Property** means collectively all intellectual property assigned under this Agreement, including the intellectual property contained in Business IP, Trademarks, Patents and Documentation.
      3. **Business IP** means the specific intellectual property to be assigned under this Agreement as more fully described in the Particulars.
      4. **Claim means** any claims including actions, suits, causes of action, arbitrations, monies, debts, dues, costs, demands, verdicts and judgments either at law or in equity or arising under the provisions of any statute.
      5. **Documentation** means all written manuals or information relevant to the Business IP including user manuals, modification manuals, flow charts, drawings and listings which are designed to assist or supplement the development, understanding or application of the Business IP including those materials specified in the Particulars, if any.
      6. **General Conditions** means the section of this Agreement named “General Conditions”.
      7. **Intellectual Property Rights** means all industrial and intellectual property rights, both in Australia and throughout the world, and includes any copyright, moral right, patent, registered or unregistered trademark, registered or unregistered design, trade secret, knowhow or other proprietary right or right of registration of such rights, including any such rights subsisting in (without limitation): circuit layouts; inventions; product formulations; databases; software code; domain names; brand names; trade name; business name; company name.
      8. **Moral Rights** means any of the rights described in Article 6*bis* of the Berne Convention for Protection of Literary and Artistic Works 1886 (as amended and revised from time to time), being 'droit moral' or other analogous rights arising under any statute (including the *Copyright Act 1968* (Cth)).
      9. **Particulars** means the section of this Agreement named “Particulars”.
      10. **Patent means** a patent or patent application specified in the Particulars, if any.
      11. **Special Conditions** means any additional terms, or provisions that are explicitly agreed upon by the parties and incorporated into this Agreement, which are not covered by the General Conditions or Particulars. Special Conditions serve to clarify, supplement, or modify the terms of the Agreement.
      12. **Trademark** means a registered trademark or trademark application specified in the Particulars, if any.
2. Assignment of Intellectual Property Rights
   1. **Assignment**

In consideration of the sum of $1.00 {$PT2\_ABV} hereby assigns, transfers and conveys to {$USR\_ABV} any and all current and future rights, title and interest and all Intellectual Property Rights in the Assigned Property and acknowledges that all future Intellectual Property Rights arising in relation to, or out of the Assigned Property vest in {$USR\_ABV} on and from creation.

* 1. **Assignment includes rights in relation to past infringement**

This assignment referred to in clause 2.1 includes all rights {$PT2\_ABV} has or may acquire in relation to any infringement of the Intellectual Property Rights in the Assigned Property before the date of this Agreement.

* 1. **Moral rights**

{$PT2\_ABV} consents to the use by {$USR\_ABV} and its nominees of the Assigned Property and all Intellectual Property Rights in the Assigned Property whether such use would, but for this clause, infringe the Moral Rights of {$PT2\_ABV}.

* 1. **{$PT2\_ABV}'s duty to assist {$USR\_ABV}**

{$PT2\_ABV} must, at {$USR\_ABV}'s expense, do anything {$USR\_ABV} asks {$PT2\_ABV} to do (including signing documents) that is necessary for {$USR\_ABV} to obtain full ownership of the Assigned Property, all Intellectual Property Rights in the Assigned Property or that assists {$USR\_ABV} in any proceedings relating to the Assigned Property, the Intellectual Property Rights in the Assigned Property. And To the extent any rights held by {$PT2\_ABV} under third party confidentiality agreements cannot be assigned, {$PT2\_ABV} agrees to hold such rights on trust for the benefit of {$USR\_ABV}.

1. Warranties
   1. **Title.** As at the date of the Agreement, {$PT2\_ABV} warrants that:
      1. {$PT2\_ABV} is the sole owner of the Assigned Property, all Intellectual Property Rights subsisting in or relating to the Assigned Property and {$PT2\_ABV} has not assigned, transferred, licensed, encumbered or otherwise conveyed any right, title or interest in or to any of the Assigned Property, the Intellectual Property Rights in the Assigned Property to any person or entity;
      2. {$PT2\_ABV} has the authority and capacity to assign the Assigned Property, all the Intellectual Property Rights in the Assigned Property, the Patents, the Trademarks and the Documentation to {$USR\_ABV};
      3. all rights, title and interest in the Assigned Property, all Intellectual Property Rights in the Assigned Property, the Patents, the Trademarks and the Documentation are assigned to {$USR\_ABV} free from any encumbrance;
      4. {$PT2\_ABV} has no agreement(s), relationship(s) or commitment(s) with or to any other person or entity which may conflict with any of {$PT2\_ABV}'s obligations under this Agreement; and
      5. use of the Assigned Property, the Patents, the Trademarks or the Documentation will not require the consent of, or payment of any money to, any third party.
   2. **Non-infringement.** As at the date of the Agreement, {$PT2\_ABV} warrants that:
      1. no part of the Assigned Property infringes any third party's Intellectual Property Rights or Moral Rights;
      2. each component of the Assigned Property, (including the Patents, the Trademarks and the Documentation) is original and not copied from any other works or material; and
      3. the Documentation provided to {$USR\_ABV} by {$PT2\_ABV} is everything needed to understand, use and fully exploit the Assigned Property.
   3. **Indemnification.** {$PT2\_ABV} indemnifies and will keep indemnified {$USR\_ABV} in respect of all loss, damages, expenses, Claims suffered or incurred by {$USR\_ABV} or awarded against {$USR\_ABV} arising from a claim that {$USR\_ABV}'s ownership or use of the Assigned Property, or any derivative product constitutes an infringement of the Intellectual Property Rights or Moral Rights of any other person.
2. Announcements
   1. {$PT2\_ABV} must not make or authorise any public announcement or communication relating to this Agreement or the Assigned Property without the prior written consent of {$USR\_ABV}, except that {$PT2\_ABV} may make a disclosure in relation to this document:
      1. to its professional advisers, bankers, insurers, auditors, financial advisers, financiers and other consultants who undertake to keep strictly confidential any information disclosed to them; or
      2. to comply with any applicable law or requirement of any regulatory body or government agency including any relevant stock exchange.
3. Release
   1. {$PT2\_ABV} releases {$USR\_ABV} and their assigns and licensees from all Claims which {$PT2\_ABV} (or any party making a claim via {$PT2\_ABV}) may have (whether before or after the date of this Agreement) in relation to the assignment or use of the Assigned Property by {$USR\_ABV} or their assigns or licensees and/or the production, sale or other exploitation of the Assigned Property by {$USR\_ABV} or their assigns or licensees.
   2. {$PT2\_ABV} acknowledges and agrees that the release provided in clause 5.1 of this Agreement may be pleaded as a bar to any action, suit or proceeding commenced now or taken at any time by {$PT2\_ABV} against {$USR\_ABV} or its assigns or licensees or their officers or employees with respect to or in relation to the matters referred to in clause 5.1.
4. General
   1. **Amendments.** This Agreement may only be amended by written agreement between all parties.
   2. **Counterparts.** This Agreement may be executed in any numbers of counterparts. All counterparts together make one instrument.
   3. **Prevalence.**
      1. To the extent that the Particulars are inconsistent with the General Conditions, the Particulars will take precedence;
      2. To the extent that any Special Conditions are inconsistent with any other term of this Agreement, the Special Conditions will take precedence.
   4. **Cumulative rights.** The powers and rights of a party under this Agreement do not exclude any other power or right.
   5. **No merger.** The rights and obligations of the parties under this agreement do not merge on completion of any transaction contemplated by this Agreement.
   6. **No Joint Venture.** The relationship between the parties to this Agreement does not form a joint venture or partnership.
   7. **Entire agreement.**
      1. This Agreement supersedes all previous agreements about its subject and embodies the entire agreement between the parties.
      2. To the extent permitted by law, any statement, representation or promise made in any negotiation or discussion has no effect except to the extent expressly set out or incorporated by reference in this Agreement.
   8. **Further Assurances.** Each party must do all things necessary (including executing documents) to give full effect to this Agreement and the transactions contemplated by this Agreement.
   9. **Third party rights.** No person other than the parties has or is intended to have any right, power or remedy or derives or is intended to derive any benefit under this Agreement.
   10. **To the extent not excluded by law.** The rights, duties and remedies granted or imposed by this Agreement operate to the extent not excluded by law.
   11. **Costs and Expenses**
       1. Each party must bear its own costs associated with the negotiation, preparation, execution delivery and registration of this Agreement and any other agreement or document entered into or signed under this agreement or any documents contemplated by this Agreement.
       2. Any action taken by a party in performing its obligations under this must be taken at its own cost and expense unless otherwise provided by this Agreement.
   12. **Governing law and jurisdiction** 
       1. The laws of the State of {$REF\_State} in Australia govern this Agreement.
       2. Each party irrevocably submits to the non-exclusive jurisdiction of the Courts in {$REF\_City}, {$REF\_State} in Australia and the Federal Court of Australia sitting in {$REF\_State}.
   13. **No waiver**
       1. The failure of a party to require full or partial performance of a provision of this Agreement does not affect the right of that party to require performance subsequently.
       2. A single or partial exercise of or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy.
       3. A right under this Agreement may only be waived in writing signed by the party granting the waiver, and is effective only to the extent specifically set out in that waiver.
   14. **Severability.** A clause or part of a clause of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining clauses or parts of the clause of this Agreement continue in force.
   15. **Interpretation.** In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:
       1. headings are inserted for convenience only and do not affect the interpretation of this Agreement;
       2. a reference to a clause, part, schedule, section or attachment is a reference to a clause, part, schedule, section or attachment of or to this Agreement;
       3. an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;
       4. a word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders; and
       5. where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

**END**

{$DISPLAY\_NAME} {$DISPLAY\_EMAIL} {$Login\_ID}