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**SUMMARY**

The Assignor assigns all of its intellectual property rights in the assigned materials to the Assignee except for its retained rights (if any).

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**USING THIS DOCUMENT**

Fill-in with Adobe Reader, free at <http://get.adobe.com/reader/>.

This document is of a general nature only and may not be suitable in all circumstances.

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# DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY

# Parties & Signatures

## A. ASSIGNOR

Also referred to as *we, our* or *us*

NAME AND BUSINESS NUMBER OF ASSIGNOR

STREET ADDRESS OF ASSIGNOR

EMAIL ADDRESS OF ASSIGNOR

Signed for or by the Assignor

\_\_\_\_\_  
SIGNATURE/S 

\_\_\_\_\_  
DATE OF SIGNING 

\_\_\_\_\_  
NAME/S OF PERSON/S SIGNING 

\_\_\_\_\_  
TITLE/S (EG DIRECTOR) 

### PARTY DETAILS

Fill in this party's details. If the party is a company or has a business or registration number then insert it to properly identify the party.

The Assignor is also referred to in this document as *we, our* or *us*.

### SIGNING INSTRUCTIONS

The Assignor or a person authorised to sign for it (such as a company director) should sign here and print the date of signing as well as their name and (if they are signing for a company or as an authorised person) their title.

## B. ASSIGNEE

Also referred to as *you* or *your*

NAME AND BUSINESS NUMBER OF ASSIGNEE

STREET ADDRESS OF RECIPIENT ASSIGNEE

EMAIL ADDRESS OF ASSIGNEE

### PARTY DETAILS

Fill in this party's details. If the party is a company or has a business or registration number then insert it to properly identify the party.

The Assignee is also referred to in this document as *you* or *your*.

### SIGNING INSTRUCTIONS

The Assignee or a person authorised to sign for it (such as a company director) should sign here and print the date of signing as well as their name and (if they are signing for a company or as an authorised person) their title.

These instructions do not print.

SAMPLE

\_\_\_\_\_  
DATE OF SIGNING 

\_\_\_\_\_  
TITLE/S (EG DIRECTOR) 

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# Agreement Details

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## 1. ASSIGNMENT

### 1.1 Assigned materials

#### ASSIGNED MATERIALS

Describe the materials that are assigned under this Deed. See clause 3.

E.g., "Artwork for a boy's hat with black and white shapes of cars and trains".

E.g., "Call tracking software for telephone sales".

E.g., "Musical works and sound recordings produced for a film with the working title Predator".

### 1.2 Assignment fee

#### ASSIGNMENT FEE

Specify the amount paid for assignment. See clause 7.

E.g., "AUD \$1,000 plus GST".

### 1.3 Retained rights (if any)

#### RETAINED RIGHTS

Specify any rights that will not be assigned. See clause 5.

E.g., "The right to use the assigned materials to promote our graphic design services as part of our portfolio".

## 2. GENERAL PROVISIONS

### 2.1 Jurisdiction

#### JURISDICTION

Fill in the applicable jurisdiction for governing law and disputes, e.g., "Victoria, Australia".

### 2.2 Additional terms

#### VARYING STANDARD TERMS

This section can be used to add to or vary the Agreement Terms.

E.g., "Clause ## is deleted".

E.g., "Clause ## is amended to read '...' instead of '...'".

E.g., "An additional clause is added stating '...'".

These instructions do not print.

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# Agreement Terms

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## OVERVIEW

### 1. This Agreement

This Agreement consists of the following sections:

- the Parties & Signatures;
- the Agreement Details; and
- these Agreement Terms.

### 2. The parties

The parties to this Agreement include the Assignor (referred to as *we, our or us*) and the Assignee (referred to as *you or your*).

## ASSIGNMENT

### 3. Assigned materials

The *assigned materials* are described in the Agreement Details.

### 4. Intellectual property

We assign to you all of our intellectual property rights in the assigned materials including our actual or prospective:

- copyrights, designs, patents and trademarks;
- know how, trade secrets and confidential information; and
- all other intellectual property rights in the assigned materials whether present, future, registered or unregistered and the right to apply for registration of such rights.

### 5. Retained rights

parties. The assignment will not take effect until you make the payment.

### 9. Acknowledgment

We acknowledge that on signing this deed and receiving payment of the assignment fee, we will have no further intellectual property rights in the assigned materials other than the retained rights (if any) stated in the Agreement Details.

### 10. GST

Unless otherwise stated, you must pay Goods and Services Tax (GST) in addition to and at the same time as the assignment fee and other amounts due under this Agreement. We will give you a tax invoice showing the GST applicable.

### 11. Our warranties

We warrant that:

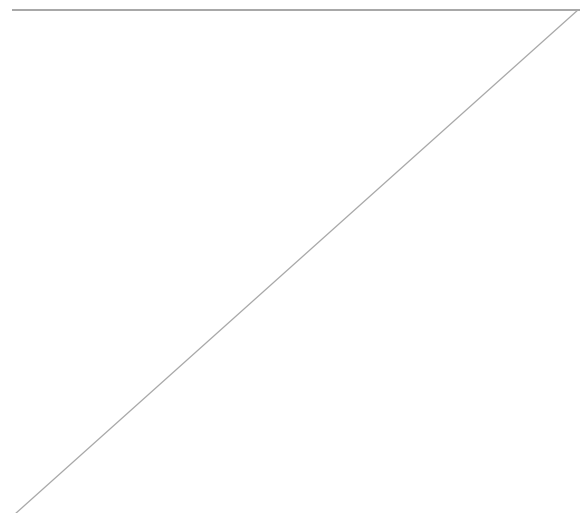
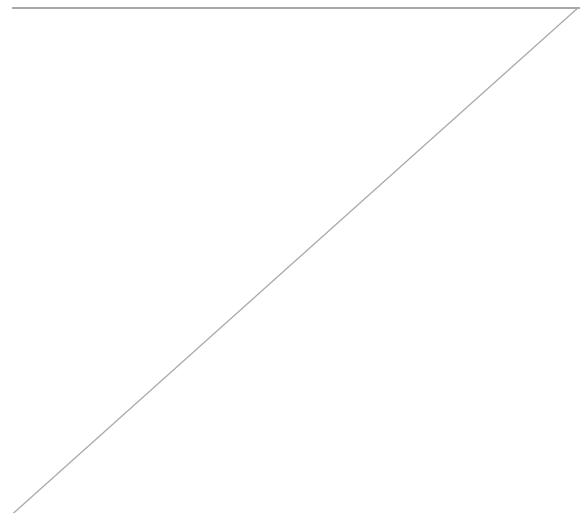
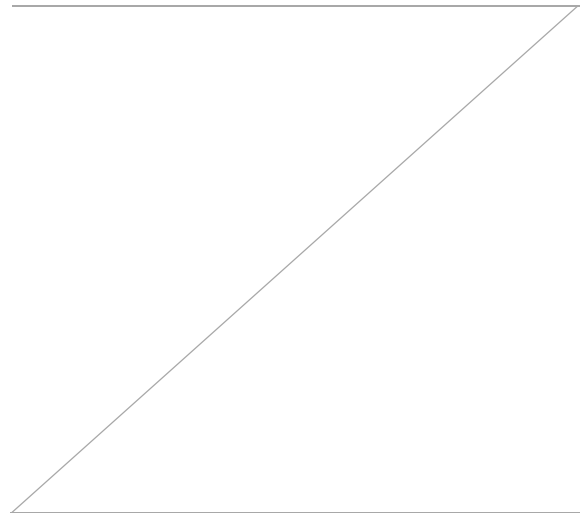
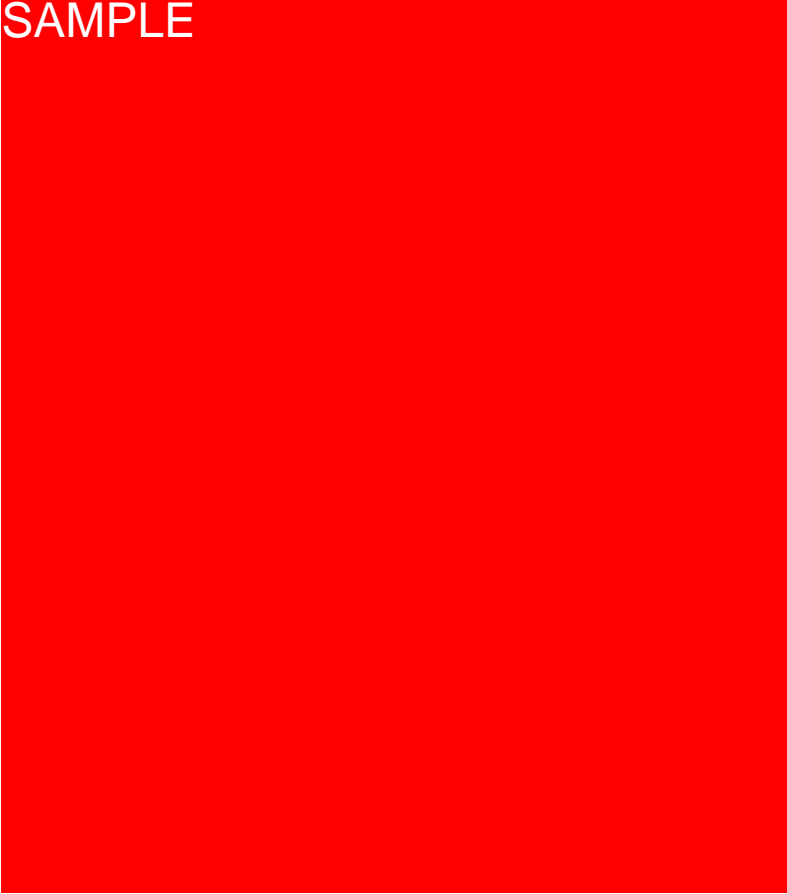
- we are the sole developer of the assigned materials or otherwise own or control the rights to them and there is no restriction on us assigning the rights to you;
- the assigned materials are original and will not infringe the intellectual property rights of any person; and
- you are not required to pay us (or any third party) any royalties or fees for use of the assigned materials other than the assignment fee.

However, these warranties are limited to the extent that we specifically disclosed to you anything to the contrary in writing before we entered into this Agreement.

### 12. Waiver of moral rights

We consent to you (and your successors in title) using the assigned materials and the intellectual property rights in them for any purpose whatsoever and regardless of whether such use would, but for this clause, infringe our *moral rights*.

*Moral rights* mean the right of integrity of authorship and attribution of authorship of a work and the right to protect against false attribution of a work. These rights are out in Part IX of the Copyright Act 1968 (Cth) and may also be protected under other relevant legislation.



**16. Joint and several**

If a party consists of one or more persons or an obligation applies to one or more persons, this Agreement binds them jointly and each of them severally.

**17. Successors in title**

This document continues for the benefit of, and binds, a successor in title of a party, including a person to whom a party's rights and obligations are assigned in accordance with this Agreement.

**18. Jurisdiction**

This Agreement is governed by the laws of the *jurisdiction* specified in the Agreement Details and the parties submit to the resolution of disputes exclusively by the courts in the *jurisdiction*.

**19. Signing of separate copies**

This document will be treated as properly signed if each party signs it or if the parties sign separate but identical documents in which case this document will take effect when the separately signed documents are exchanged between the parties.

**20. Agreed as a deed**

The parties acknowledge that this document is agreed and signed as a binding deed.

END OF THE AGREEMENT TERMS