

**PLEASE DO NOT DELETE THIS LEGAL DISCLAIMER**

*This document is intended as a general overview of some of the key terms that are likely to be relevant to a NZ start-up. It is governed by NZ law and is only appropriate for use in NZ. If any changes are made to the contents of this document, any cross-referencing may need to be updated.*

*It is not possible to provide comprehensive advice on the matters that may apply in the particular circumstances of your business in this document. This document is also by no means exhaustive. If you have any queries or concerns in relation to this document, we recommend that you seek legal advice before taking any further action. No responsibility is taken for any actions taken or not taken on the basis of this document.*

## **DEED OF ASSIGNMENT**

### **PARTIES**

**[Insert the full name of the individual assigning their IP]**, of [insert individual's home address], [country] (**Assignor**)

**[Insert your company name]**, Company Number [insert registered company number] of [insert registered office address], [country] (**Assignee**)

### **BACKGROUND**

- A The Assignor is an [employee / director / shareholder / consultant] of the Assignee.
- B The Assignor is the owner of the Intellectual Property (as defined below).
- C The Assignor has agreed to assign all its rights, title and interest in and to the Intellectual Property to the Assignee.

### **OPERATIVE PROVISIONS**

#### **1 DEFINITIONS AND INTERPRETATION**

##### **Definitions**

- 1.1 In this deed the following definitions apply:

**Effective Date** means the date of this deed.

**Intellectual Property** means the intellectual property described in Schedule 1.

**Intellectual Property Rights** means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks, trade names, collective marks, certification marks and domain names, rights in get-up, goodwill and the rights to sue for passing off or unfair competition, design rights, integrated circuit design rights, database rights, confidential information (including know-how and trade secrets and the rights to use and protect confidential information) and all other intellectual property rights, in each case whether registered or unregistered and including all applications, registrations granted pursuant to any of the applications and rights to apply for and be granted, renewals or extensions of and rights to claim priority from such rights, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

## **Interpretation**

### **1.2 In this deed:**

- 1.2.1 The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.
- 1.2.2 A reference in this deed to 'dollars' or '\$' means New Zealand dollars and all amounts payable under this deed are payable in New Zealand dollars.
- 1.2.3 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- 1.2.4 A reference to the word 'include' or 'including' is to be interpreted without limitation.

## **2 ASSIGNMENT**

### **2.1 In consideration of the sum of one dollar (\$1) (receipt of which the Assignor acknowledges) the Assignor transfers and assigns to the Assignee absolutely, from the Effective Date, and the Assignee accepts absolutely, all of the Assignor's property, rights, title and interests in and to:**

- 2.1.1 the Intellectual Property; and
- 2.1.2 the right to bring and defend proceedings, and obtain and retain any relief recovered in respect any infringement, or any cause of action, whether legal or equitable, arising from ownership, of any of the Intellectual Property whether occurring before, on, or after the date of this deed.

## **3 WARRANTIES**

### **3.1 The Assignor warrants that:**

- 3.1.1 it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Intellectual Property;
- 3.1.2 for each of the applications and registrations listed in Schedule 1 it is properly registered as the applicant or registered owner, and all application, registration and renewal fees have been paid;
- 3.1.3 save as set out in Schedule 2, it has not licensed or assigned any of the Intellectual Property and the Intellectual Property are free from any security interest, option, mortgage, charge or lien;
- 3.1.4 it is unaware of any infringement or likely infringement of any of the Intellectual Property;

- 3.1.5 so far as it is aware, all the Intellectual Property are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Intellectual Property, and there is nothing that might prevent any application listed in Schedule 1 proceeding to grant;
- 3.1.6 so far as it is aware, exploitation of the Intellectual Property will not infringe the rights of any third party; and
- 3.1.7 the materials that are the subject of the Intellectual Property are its original work and have not been copied wholly or substantially from any other source save where indicated otherwise in the materials.

#### **4 MORAL RIGHTS**

- 4.1 The Assignor irrevocably and unconditionally waives in favour of the Assignee all and any moral or equivalent rights (whether conferred by the Copyright Act 1994 or otherwise) which the Assignor may now or at any time possess in respect of the works comprised within the Intellectual Property in so far as legally possible in any part of the world.

#### **5 MISCELLANEOUS**

##### **Further acts**

- 5.1 The Assignor shall, at the cost of the Assignee, promptly execute all documents and do or use reasonable endeavours to cause a third party to do all things that the Assignee from time to time may reasonably request in order to give effect to, perfect or complete this deed and all transactions incidental to it.
- 5.2 The Assignor shall, at the request and cost of the Assignee, assist the Assignee with any proceedings which may be brought by or against the Assignee against or by any third party in relation to the Intellectual Property.

##### **Entire agreement**

- 5.3 This deed and the documents referred to or incorporated in it contain everything the parties have agreed in relation to the subject matter it deals with. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this deed was executed.
- 5.4 Nothing contained in this deed or in any other document referred to or incorporated in it shall be read or construed as excluding any liability or remedy as a result of fraud.

##### **Governing law and jurisdiction**

- 5.5 This deed is governed by the law of New Zealand. The parties submit to the exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

### **Severability**

- 5.6 Each provision of this deed is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction it is to be treated as being severed from this deed in the relevant jurisdiction, but the rest of this deed will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

### **Variation**

- 5.7 No variation of this deed will be of any force or effect unless it is in writing and signed by each party to this deed.

### **Waivers**

- 5.8 A waiver of any right, power or remedy under this deed must be in writing signed by the party granting it. A waiver only affects the particular obligation or breach for which it is given. It is not an implied waiver of any other obligation or breach or an implied waiver of that obligation or breach on any other occasion.
- 5.9 The fact that a party fails to do, or delays in doing, something the party is entitled to do under this deed does not amount to a waiver.

### **Execution of separate documents**

- 5.10 This deed is properly executed if each party executes either this document or an identical document. In the latter case, this deed takes effect when the separately executed documents are exchanged between the parties.

## EXECUTION

Executed as a deed.

Date: 2017

Signed by the Assignor, **[insert individual's name]**, in the presence of:

.....  
Signature of witness

.....  
Signature of *[insert individual's name]*

.....  
Name of witness (print)

.....  
Occupation of witness

.....  
Address of witness

Signed on behalf of the Assignee, **[Insert your company name]**, by and in the presence of:

.....  
Signature of witness

.....  
Signature of director

.....  
Name of witness (print)

.....  
Name of director (print)

.....  
Occupation of witness

.....  
Signature of director

.....  
Address of witness

.....  
Name of director (print)

## SCHEDULE 1

*[Please complete this schedule with the details of all the intellectual property being transferred. If the intellectual property is not described correctly or sufficiently clearly, the assignment may not be effective. If you are at all unsure, please seek legal advice.]*

### REGISTERED TRADE MARKS:

Country or territory	Mark	Application / Registration Number	Status	Date of filing or registration	Class	Specification

### UNREGISTERED TRADE MARKS:

Country or territory	Mark	Date of first use	Goods or services for which the mark has been used

### PATENTS:

Country or territory	Title/Description	Application / publication number	Status	Date of filing or registration

### DESIGNS:

Country or territory	Title / Description	Application / Registration number	Status	Date of filing or registration

**DETAILS OF DOMAIN NAMES:**

*[Insert list of domain names. Do not include elements 'http:/' or 'www.']*

**DETAILS OF OTHER MATERIALS:**

*All Intellectual Property Rights in [describe materials. Make sure you include sufficient information to identify what the material is. Include pictures or copies of document where relevant. For example, all materials connected to the development of [name of product] including [give details e.g. the technical specification dated [], the software referred to as [ ]].*

## **SCHEDULE 2**

*[Insert in this schedule the details of any licences, previous assignments, security interest, option, mortgage, charge or lien relating to any of the Intellectual Property. If any exist, we strongly recommend that legal advice is taken as to the effect of these on the Intellectual Property and this Assignment.]*