**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

|  |  |
| --- | --- |
| Place: | [insert information] |
| Date: | [insert information] |

This intellectual property assignment agreement (the **Agreement**) is entered between the following parties:

**the Company**

|  |  |
| --- | --- |
| Company name: | [insert information] |
| Registration number: | [insert information] |
| Registered address: | [insert information] |
| represented by legal / authorised representative: |
| Name and surname: | [insert information] |

**The Assignor**

|  |  |
| --- | --- |
| Company name / name and surname: | [insert information] |
| Registration number / identity code / date of birth: | [insert information] |
| Registered address / residential address: | [insert information] |
| represented by legal / authorised representative:[[1]](#footnote-1) |
| [name and surname]1 |

The Company and the Assignor collectively referred to as the “**Parties**” and individually a “**Party**”, conclude the following Agreement:

1. **Definitions**

The terms used in the Agreement shall have the following meanings:

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| IPR | all intellectual and industrial property rights and similar rights whether currently existing or coming into existence at some future time and all rights pertaining thereto, whether recorded or registered in any manner or not, including (but not limited to) patent certificates, registered or unregistered trademarks, designs, utility models, domain names, copyright or applications for any of the foregoing and the right to apply for them in any part of the world, discoveries, creations, inventions or improvements upon or additions to an invention, confidential information, know how, registered or unregistered business names, and any similar rights in any country. |
| Professional Relationship | relationship between the Parties which arises from an [employment agreement / management board member agreement / consultancy or advisory services agreement / services agreement]. |
| Results | all objects that have been, or will be made, developed, created or otherwise acquired by the Assignor during his Professional Relationship with the Company and in connection therewith, including those with respect to which patent registrations or other registrations or means of protection will be obtained in the future. The Results include the items specified in Appendix 1. |

1. **Subject of the Agreement**
	1. The Assignor hereby assigns to the Company, without separate consideration, all IPR to all Results, created during his Professional Relationship with the Company.
	2. All such IPR are deemed automatically transferred to the Company from the moment of the creation of the Results, regardless of whether the Results have been completed, for the whole period of validity of the respective IPR.
2. **WARRANTIES AND DUTIES OF THE ASSIGNOR**
	1. The Assignor hereby warrants to the Company that:
		1. the Assignor is the owner of the IPR which are transferred to the Company hereunder;
		2. the Assignor complies with all applicable laws and regulations and ensures that IPR is in compliance with all applicable laws and regulations;
		3. nothing in the Results infringes the intellectual property rights or other rights of any third party. Any and all permissions, licenses and clearances, including, but not limited to, third party tools used in the development of the IPR and contained therein for their authorized use as contemplated have been obtained by Assignor, and Company’s exploitation of the IPR hereunder, including, but not limited to, publishing, licensing and sublicensing of the IPR or generally using the Results, shall not violate any such permissions, licenses and clearances;
		4. the Assignor has not made any agreement or assumed any obligation concerning the IPR which will or might conflict with the transfer of rights hereunder;
		5. the Assignor is not a party to any non-disclosure or other agreement with any third party that would restrict the utilisation of the rights transferred to the Company hereunder.
	2. The Assignor waives all his current and future rights and claims to receive any income, compensation or other payment in connection with the Results, including right to receive any income, compensation or other payment on the account of any income or consideration receivable in connection with any invention or utility model being part of the Results. The Assignor confirms that he has received all payments and remuneration for the transfer of the IPR under the Agreement in the course of the Professional Relationship and such payments and remuneration have been reasonable.
	3. The Assignor shall exercise his rights in a way that does not hinder the Company in exercising the rights that have been transferred to it hereunder. The Assignor shall not use the Results and not to exploit any rights that have been transferred to the Company hereunder in any way other than:
		1. for performing his obligations to the Company; or
		2. in any manner expressly approved by the Company in writing in advance.
	4. If the validity of any IPR transferred to the Company is challenged on any point upon which the Assignor can procure information or advice, which may assist in defeating or reducing the effect of such challenge, the Assignor has the duty to provide such information and/or advice without unreasonable delay.
3. **SCOPE OF TRANSFER**
	1. The assignment of IPR by the Assignor to the Company includes the transfer to the Company of all author’s economic rights (as defined in the copyright laws) with respect to any Results
	2. The Assignor will not exercise his moral rights to the IPR against the interests of the Company. The Assignor consents that the Company may utilise the IPR to the maximum possible extent, including making any amendments or modifications.
	3. By such transfer the Assignor grants the Company also the right to apply for the registration, in any part of the world, of a patent or an utility model or an industrial design or any other type of registrable right with respect to any Results. and to become the unrestricted owner of such rights.
	4. All transfers and waivers given or made under the Agreement are exclusive, irrevocable and unconditional.
4. **LEGAL FORCE OF THE AGREEMENT AND ITS AMENDMENTS**
	1. The Agreement constitutes the full and entire understanding and agreement between the Parties regarding the subjects hereof and supersedes any previous correspondence and any prior agreement between the Assignor and the Company.
	2. If any provision of the Agreement is held to be invalid, all other provisions will remain in full force and will not in any way be impaired. The Parties agree to replace the invalid provision by a valid provision, which shall best reflect the Parties’ original intention and shall to the maximum extent possible achieve the same economic result.
	3. The termination of the Professional Relationship (irrespective of the reason) shall not in any way affect the validity of transfers made under the Agreement.
	4. Any amendments to the Agreement shall be made in writing and signed by the Parties.
5. **Miscellaneous**
	1. In case any questions regarding the interpretation of the Agreement shall arise, the following should be taken in consideration:
		1. references to the word “include” or “including” (or any similar term) are not to be construed as implying any limitation. General terms introduced by the word “other” (or any similar term) shall not be given a restrictive meaning because they are preceded or followed by words indicating a particular class of acts, matters or things;
		2. except where the context specifically requires otherwise, words importing individuals shall be treated as importing corporations and vice versa, words importing singular shall be treated as importing plural and vice versa, and words importing the whole shall be treated as including a reference to any part thereof.
	2. The Agreement shall be governed by the laws of the Republic of Latvia. Any disputes arising from and in connection with the Agreement shall be resolved by the courts of the Republic of Latvia.
	3. The Agreement is prepared in English in 2 (two) copies, one shall remain with the Company, the other – with the Assignor.

|  |  |  |
| --- | --- | --- |
| On behalf of the Company:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**[name and surname]** |  | On behalf of the Assignor / the Assignor:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**[name and surname]** |

**Appendix 1 – List of results (non-exhaustive)**

To: [name of Company]

 (the **Company**)

From: [name of the Assignor]

 (the **Assignor**)

The Assignor hereby provides a list of results in accordance with the Intellectual Property Assignment Agreement concluded by and between the Company and the Assignor on [date]:

1. [description of the result];
2. [description of the result].

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of the Assignor

[Place], [Date]

1. This section should be deleted if the founder is a natural person. [↑](#footnote-ref-1)