

Precedent Copyright Assignment¹

DATE: [date]²

PARTIES:³

- (1) [**COMPANY NAME**], a company incorporated in [jurisdiction] (registration number [number]) having its registered office at [address]] (the "**Assignor**"); and
- (2) [**COMPANY NAME**], a company incorporated in [jurisdiction] (registration number [number]) having its registered office at [address]] (the "**Assignee**").

BACKGROUND:

- (A) *[Insert explanation of the background to this Assignment.]*
- (B) *[For example, "The Assignor owns the Assigned Rights, and has agreed to assign the Assigned Rights to the Assignee on the terms of this Assignment".]*

AGREEMENT:

1. Definitions and interpretation

1.1 In this Assignment:

"**Assigned Rights** " means all [existing and future] copyright [and other Intellectual Property Rights]⁴ in the Works [excluding the Excluded Rights];

"**Assignment**" means this copyright assignment (including the Schedule) and any amendments to it from time to time;

"**Excluded Rights**" means [Intellectual Property Rights specified in [Part B of] the Schedule] [and] [all Intellectual Property Rights subsisting in the [works and materials] specified in [Part C of] the Schedule];]⁵

"**Intellectual Property Rights**" means all intellectual property rights wherever

1This document can be used for the assignment (i.e. transfer of ownership) of copyright. You should check what if any formalities are required for such assignments in your jurisdiction - e.g. does the assignment need to be registered with any governmental authority?

2The date should be the date of signature; if the parties sign on different dates, it should be the date of the last signature.

3Where a party to the contract is a sole trader or partnership rather than a company, the following party definitions may be used:

sole trader: "[**INDIVIDUAL NAME**] trading as [business name], which has its principal place of business at [address] (the "[**Assignor/Assignee**]")."

partnership: "[**PARTNERSHIP NAME**], a partnership established under [applicable] law having its principal place of business at [address] (the "[**Assignor/Assignee**]")."

4Intellectual property rights are not mutually exclusive: more than one kind of right may subsist in a single work. For example, within the EU a database may be protected by both copyright and the sui generis database right.

5If the Assigned Rights can be easily defined without any carve-outs of related IP rights, then there will be no need for the definition of Excluded Rights.

in the world, whether registrable or unregistrable, and whether registered or unregistered, including any application or right of application for such rights (and the "intellectual property rights" referred to above include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, domain names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"Schedule" means the schedule attached to this Assignment; and

"Works" means the copyright works specified in the Schedule.

- 1.2 In this Assignment, a reference to a [statute or statutory provision or regulation] includes a reference to that [statute or statutory provision or regulation] as modified, consolidated and/or re-enacted from time to time.
- 1.3 The Clause⁶ headings do not affect the interpretation of this Assignment.

2. Assignment

- 2.1 In consideration for the payment by the Assignee to the Assignor of the sum of [amount]⁷, receipt of which the Assignor now acknowledges, the Assignor hereby assigns to the Assignee all the Assigned Rights.

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This is a sample document, showing the first few sections of a premium precedent available from:

<http://www.contractology.com>

⁶In different jurisdictions there are different ways of referring to discrete contractual provisions. Alternatives to "Clause" include "Section" and "Article".

⁷You should state here the amount of the consideration, together with any taxes due.