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| **Document name:** | IP Assignment Agreement  |
| **Document Summary:** | An agreement on the provisions of an IP Assignment |
| **PLEASE READ:** *This precedent has been prepared by Al Tamimi & Company without reference to any particular matter, transaction or set of facts.  Substantive changes to this precedent may be required to adapt it to the requirements of a specific client or matter.  As of the date of publication, this template has been drafted pursuant to all applicable legislation and statutes. Laws and/or procedures may have changed since this precedent was published.* ***NOTE: THIS IS A BASIC SAMPLE ONLY AND SPECIFIC ADVICE SHOULD BE SOUGHT FROM COUNSEL DULY LICENSED TO OPINE ON THE LAWS OF THE UNITED ARAB EMITRATES PRIOR TO A PARTY ENTERING INTO SUCH AN AGREEMENT.*** |
| **Notes:** 1. This Agreement is appropriate where an Assignor owns IPR (defined below) pertaining to a product and wishes to assign said IPR to the Assignee.
2. Where another form of an IP agreement such as an IP commercialisation agreement, R&D agreement, manufacturing agreement, prototyping agreement, licensing agreement, and etc is required, then this template would not be appropriate - you should seek legal advice to prepare such agreement.
3. The purpose of this Agreement is to assign particular IPR pertaining to a product under applicable UAE laws.
4. It is assumed the governing law is UAE law.
5. Details of the Assigned IP (defined below) should be provided in full.
6. The Assignment consideration (among other terms) should be considered based on the commercial agreement between the parties.
7. Additional wording has been included in brackets […], subject to the agreement between the parties.
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**IP ASSIGNMENT AGREEMENT**

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| **THIS AGREEMENT is dated** [insert date ] (“**Effective Date**”) |
| **BETWEEN:** |
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| 1. [ ], a [ ] company incorporated in the United Arab Emirates and whose principal address is [ ], [United Arab Emirates] (the “**Assignor**”); and
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| 1. [ ], a [ ] incorporated in the United Arab Emirates and whose principal address [ ], P.O. Box [ ], [United Arab Emirates] (the “**Assignee**”).
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| Each of the Assignor and the Assignee are referred to as a “**Party**”, and together as the “**Parties**”. |
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| **WHEREAS**: |
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| 1. The Assignor is the owner of all rights, title, and interest in the [insert type of IP being transferred] as set out in Appendix 1 attached hereto (the “**Assigned IP**”); and
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| 1. The Assignor wishes to assign the Assigned IP to the Assignee, and the Assignee wishes to accept the assignment of the Assigned IP (the “**Assignment**”).
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| **THEREFORE,** it is agreed as follows:1. DEFINITIONS
	1. In this Agreement the following terms will have the following meanings:
2. “**Intellectual Property Rights (IPR)”** means all trademarks, service marks, trade names, business names, domain names, rights in get-up, logos, patents, rights to inventions, registered and unregistered design rights, copyrights, semi- conductor topography rights, database rights, rights in domain names and URLs and all other similar rights in any part of the world, whether registered or unregistered and including all 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.

[Include any relevant additional definitions] |
| 1. ASSIGNMENT
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| * 1. The Assignor assigns to the Assignee, its successors and assignees all IPR of every kind in perpetuity and throughout the world in and relating to the Assigned IP.
	2. If, despite the operation of clause ‎2.1, any of the IPR relevant to Clause 2.1, or otherwise are retained by the Assignor; then the Assignor agrees to immediately assign those IPR to the Assignee. The Assignee may ask the Assignor to sign any reasonable documents confirming that Assignment. [If the Assignor fails to execute such documentation, then the Assignee may execute that documentation on its behalf, in its name and as its attorney.]
	3. If the Assignment under clause ‎2.2 fails for any reason, then the Assignor grants an irrevocable, exclusive, perpetual, royalty free, worldwide licence to the Assignee to use such materials in any manner it may wish, without having to consult with, or pay compensation to, the Assignor.
	4. The Assignor will not knowingly do or cause or permit anything to be done which may endanger the IPR. Without prejudice to the generality of the foregoing the Assignor agrees to notify the Assignee of any suspected infringement of the IPR of which the Assignor becomes aware, but to take no steps or action whatsoever in relation to such suspected infringement unless requested to do so by the Assignee.
	5. The Assignor agrees that it is not entitled to obtain an injunction or otherwise restrain the Assignee from exploiting any IPR in or relating to the Assigned IP, or from exploiting the Assigned IP, for any reason.
1. [CONSIDERATION
	1. As full consideration for the IPR assigned, the Assignee agrees to pay to the Assignor, the sum of [insert amount in AED or USD], which has been received in full by the Assignor as at the date of this Agreement.
	2. The Assignor acknowledges that the sums set out in clause ‎3.1 includes full, equitable, proper and adequate remuneration in respect of any and all rights of whatsoever kind or nature to which the Assignor may now be or will hereafter become entitled under the laws of any country of the world in connection with exploitation of the Assigned IP and/or any exploitation.
	3. All sums payable under clause ‎3.1 will be exclusive of value added tax.]
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| 1. REPRESENTATIONS AND UNDERTAKING
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| * 1. The Assignor represents and warrants that:
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| * + - 1. it is the owner of all rights, title and interest in the Assigned IP;
			2. it has not licensed or assigned any Assigned IP to any other person and/or entity;
			3. the Assigned IP is free from any mortgage, charge or other security interest, option, or trust;
			4. in respect of any registered, or applications to register, IPR, the Assignor is properly registered as the applicant or registered proprietor, and all application, registration, maintenance and renewal fees have been paid;
			5. it is not aware of any infringement or likely infringement of any Assigned IP and there are no pending or, [to its actual knowledge OR to the actual knowledge of its current officers, directors and employees], threatened, infringement actions against it in connection with the Assigned IP.
			6. as far as it is aware, all Assigned IP is valid and subsisting and there have been no claims, challenges, disputes or proceedings, pending or threatened, relating to the ownership, validity or use of any Assigned IP, and there is nothing that might prevent any application for the registration of any IPR proceeding to grant;
			7. as far as it is aware, exploitation of the Assigned IP will not infringe the rights of any other person and/or entity;
			8. it has not made any disclosure of knowhow, except properly and in the usual course of business and on the basis that any such disclosure is to be treated as being of a confidential character; and
			9. no moral rights have been asserted or are likely to be asserted which would affect the use of the Assigned IP.
	1. Each Party represents and warrants that
		+ 1. it has full power and authority and has obtained all necessary consents to enter into and perform its obligations under this Agreement (and any other agreement or arrangement to be entered into by it in connection with this Agreement);
			2. the obligations expressed to be assumed by it are legal, valid, binding and enforceable against it in accordance with their terms; and
			3. the execution, delivery or performance of this Agreement will not cause it to:
				1. breach the terms of any contract to which it is a party or breach any other obligation which it owes to any third party;
				2. breach any law applicable to it; or
				3. infringe the rights of any third party (including any IPR).
	2. The Assignor undertakes to execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in the Assignee full right, title, and interest in the Assigned IP and to give full effect to the provisions of this Assignment.
1. ASSIGNOR'S INDEMNITIES
	1. The Assignor shall indemnify the Assignee against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Assignee arising out of or in connection with:
		* 1. any breach of the representations and warranties contained in Clause 4; or
			2. the enforcement of this Agreement, including any action, suit, proceeding, or other alternative dispute resolution mechanism, whether civil, criminal, administrative, or investigative, in connection with enforcing this Agreement.
2. GENERAL
	1. **Variation**: No variation or waiver of this Agreement shall be effective unless in writing and signed by or on behalf of each Party.
	2. **Assignment and other dealings**: No Party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.
	3. **Waiver**:
		* 1. No failure or delay by either Party in exercising any right or remedy provided under this Agreement shall operate as a waiver of it, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise of it, or of any other right or remedy.
			2. Any waiver of a breach of this Agreement shall not constitute a waiver of any subsequent breach.
	4. **Whole agreement**: This Agreement contains the whole agreement between the Parties relating to the subject matter of this Agreement and supersedes any previous written or oral agreement between the Parties in relation to such matters.
	5. **No partnership or agency**: Nothing in this Agreement shall be deemed to constitute a partnership between the Parties or constitute either Party the agent of the other Party.
	6. **Severability**: If, for any reason whatsoever, any provision of this agreement should prove to be invalid, in whole or in party, such invalidity shall only affect the portion of such provision which shall be proven to be invalid and in all other aspect assignment shall remain in full force and effect and unaffected by such invalid provision as if the same had not be included herein.
	7. **Notice**: [To include applicable notice requirements for each Party. For example by mail, email, etc].
	8. **Language**: Notwithstanding any translation which might be required for a particular purpose, this Assignment shall be construed and interpreted solely in accordance with the Arabic text hereof which shall be deemed to be the authentic version.
3. GOVERNING LAW AND JURISDICTION
	1. This Assignment shall be governed by and construed in accordance with the laws and regulations of the United Arab Emirates.
	2. Any dispute arising out of or in connection with the formation, performance, interpretation, nullification, termination or invalidation of this Assignment, in any manner whatsoever, shall be heard and determined by the courts of the Emirate of [ ].
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| **IN WITNESS whereof the parties to this Agreement have executed it as a deed the day and year first above written** |
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| **ASSIGNOR :**  |
| Name : |
| Title : |
| Signature: ــــــــــــــــــــــــــــــــــــــــ |
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| **ASSIGEE** :  |
| Name : |
| Title : |
| Signature: ــــــــــــــــــــــــــــــــــــــــ |

**Appendix 1**

[include list of IP]