**INTELLECTUAL PROPERTY TRANSFER AGREEMENT**

This intellectual property transfer agreement (the “**Agreement”**) has been entered into on [date] between:

1. **[Business name]**, registry code [insert], address [insert] (the “**Company**”), represented by the member of the management board; and
2. **[Name of the author],** personal ID code[insert], address [insert](the “**Author**“);

(hereinafter referred collectively as the “**Parties**”andindividually as a “**Party**”).

**THE PARTIES HAVE AGREED AS FOLLOWS:**

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# DEFINITIONS

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

* 1. **“Intellectual Property Rights”** - copyrights and related rights, design rights, patents, utility models, inventions, trademarks, database rights, trade secrets, know-how, domain names and all other legal rights anywhere in the world protecting intangible property;
  2. **“Company Works”** - everything that has been, is being or will be in the future made, developed, created or otherwise delivered by the Author (including all intermediate stages, renewals and extensions) in the course of its relationship with the Company.

# TRANSFER OF INTELLECTUAL PROPERTY RIGHTS

* 1. The Author hereby transfers to the Company irrevocably, exclusively, unconditionally and to the maximum extent possible under applicable law , free from all encumbrances and third-party rights, all Intellectual Property Rights with respect to Company Works (hereinafter “**Rights”**).

* 1. The Author hereby agree that all such Rights are deemed automatically transferred to the Company as of the moment of their creation without any separate consideration or remuneration payable and for the whole period of validity of the respective Rights. The Author hereby warrants that he/she shall not register or attempt to register any Rights created for the Company or used by the Company.
  2. If and to the extent it is impossible as a matter of law to transfer ownership to the Rights from the Author to the Company (including but not limited to the moral rights of the Author as defined in the applicable copyright laws), the Author hereby grants to the Company to the maximum extent possible under applicable law an ex­clusive (excluding also the Author), perpetual, irrevocable, transferable, sub-licensable, fully paid-up, world-wide, unconditional and unlimited right (license) to use, exploit and exercise such Rights for the whole period of their validity in any manner now known or in the future discovered.

* 1. In order to ensure that the Company will be able to acquire, perfect, protect, use and exercise the Rights assigned or licensed to it under the above provisions the Author shall:

### transfer possession and ownership to media, models, and other tangible objects containing Company Works to the Company, including delivery of a complete copy of the source code for any software, documented in sufficient detail to enable a reasonably skilled programmer to correct, integrate and modify it;

### provide the Company with support and reasonable access to information for recording, perfecting, securing, defending, and enforcing such rights in any and all countries, including (without limitation) in case the validity of any Rights is challenged.

* 1. The Author hereby grants the Company the right to apply for the registration (in any part of the world) of a patent, a utility model, industrial design right, trademark or any other industrial property right or any other type of registrable right with respect to any Company Works.
  2. The Author hereby irrevocably and unconditionally waives any and all of his current and future rights and claims to receive any income, compensation or other payment in connection with any Rights, including, without limitation, any 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 Company Works.

* 1. The termination of the relationship (irrespective of the reason) between the Author and the Company shall not in any way affect the validity of transfers made and licensed given hereunder.

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# REPRESENTATIONS AND WARRANTIES

* 1. The Author hereby represents warrants and undertakes to the Company that:

### The Author is the sole owner of the Rights which are transferred to the Company hereunder. If and to the extent the Author has incorporated third parties in the making, development and/or creation of Company Works, the Author has full power and all the rights to effect the assignment and give the licenses to the Company hereunder;

### The Company Works created or delivered by the Author do not include any pre-existing software, technology or other Intellectual Property Rights or otherwise infringe any rights of a third party, except to the extent the pre-existing Intellectual Property Rights have been included in the Company Works with the explicit prior written consent of the Company.

# FINAL PROVISIONS

* 1. This Agreement shall enter into force upon its signing by all Parties and shall remain in force for the full period of the Rights term provided by the applicable laws.
  2. Any amendment or termination of this Agreement shall be valid if it is agreed to and signed by all Parties.
  3. This Agreement shall be governed by and construed in accordance with the laws of Estonia.The Parties shall attempt to settle all disputes arising under or in connection with this Agreement by way of negotiations. If negotiations fail then any disputes shall be settled in Harju County Court in Tallinn, Estonia.

**SIGNATURES:**

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| --- | --- |
| **Company:**  **/***signed digitally***/**  [Name]  member of the management board  of the Company | **Author:**  **/***signed digitally***/**  [Name] |