**DEED OF ASSIGNMENT OF COPYRIGHT**

This **Deed of Assignment of Copyright** (this “Agreement”) is entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_(the ‘’Effective Date’’).

**BETWEEN:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_ ((Name of the person(s)), (“company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm")]], a company, duly incorporated and registered under the Companies Act, 2013, with its principal place of business located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Company Address]], (the “Company”), through its \_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Authorised signatory: Name of the Person]], (the “Assignor/Author”).

**AND:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_(“ Name of company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm")]], (the "Agency"), a company, duly incorporated and registered under the Companies Act, 2013, with its principal place of business located at\_\_\_\_\_\_\_\_\_\_\_\_\_[[Company Address]], (the “Company”), through its\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Authorised signatory: Name of the Person]], (the “Assignee”).

The Assignor and Assignee are hereinafter referred to, individually as “Party”, and collectively as “Parties”.

**PREAMBLE**

**WHEREAS**, the Assignor has created original works of authorship fixed in a tangible medium of expression (the “Works”), namely the following materials:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_[[INSERT TITLE OF WORKS]]

**WHEREAS,** the Assignee is desirous of acquiring the entire right, title and interest in and to the said WORKS and in and to any copyrights thereon arising and/or granted in \_\_\_\_\_\_\_\_\_\_\_\_\_\_[[NAME OF JURISDICTION]] and other foreign countries

**WHEREAS**, the Assignee has paid to the Assignor for all the Works and requested the Assignor to assign to the Assignee all of the Copyright which the Assignor holds in the Works so that the Assignee will be the absolute owner of all the Copyright of the Works.

**WHEREAS,** the Assignor has agreed on the terms contained in this Deed to assign to the Assignee, all Copyright that it has now or may have at any time in the future.

NOW THEREFORE in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration as received by the AUTHOR from the ASSIGNEE, the receipt and sufficiency of which are hereby acknowledged by the AUTHOR, the parties agree as follows:

1. DEFINITIONS

In this Agreement, except where the context or subject matter is inconsistent therewith, the following terms shall have the following meanings:

* 1. “ASSIGNMENT OF COPYRIGHT” shall have the same meaning as enshrined in Section 18 of the Copyright Act, 1957.
	2. [[OTHER DEFINITIONS MAY BE ADDED AS PER NEED]].
	3. “CONFIDENTIAL INFORMATION” shall mean all written and\or tangible information created or disclosed by a Party (in either case “Assignor”) to the receiving party (“Assignee”) which is confidential, proprietary and/or not generally available to the public, including, but not limited to, this Agreement, information relating in whole or in part to present and future products, services, business plans and strategies, marketing ideas and concepts, present and future product plans, financial data, business plans. Notwithstanding the foregoing, information shall not be deemed to be Confidential Information and the Assignee shall have no obligation with respect to any such information which:

(a) is already known to the Recipient; or (b) is or becomes publicly known through no negligence or other wrongful act of the Assignee; or (c) is received by the Assignee from a third party without similar restriction and without breach of this Agreement; or (d) is independently developed by the Assignee.

1. RELATIONSHIP OF THE PARTIES- INDEPENDENT PARTNERS

This document is not intended to create a partnership, joint venture, or agency relationship between the parties

1. ASSIGNMENT BY THE ASSIGNOR
	1. The ASSIGNOR does hereby sell, assign, transfer and convey unto the ASSIGNEE, the entire right, title, and interest in and to the said Works and in and to any and all copyrights on the said Works that may arise and/or may be granted in \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[NAME OF THE TERRITORY]] and any foreign country, and including each and every derivative Work arising from the said Works.
	2. The ASSIGNOR does hereby covenant and agree to cooperate with the ASSIGNEE, whereby the ASSIGNEE may enjoy to the fullest extent, the right, title and interest herein conveyed. Such cooperation shall include:
		1. Prompt execution of all papers (prepared at the expense of the ASSIGNEE), which are deemed necessary or desirable by the ASSIGNEE to perfect in it the right, title and interest herein conveyed.
		2. Prompt execution of all petitions, oaths, specifications, declarations, or other papers (prepared at the expense of the ASSIGNEE), which are deemed necessary or desirable by the ASSIGNEE for obtaining copyright registration in \_\_\_\_\_\_\_\_\_\_\_\_\_\_[[NAME OF THE TERRITORY]] and/or foreign countries covering the said Works or Works derived from the said Works; and
		3. Prompt assistance and cooperation in the prosecution of legal proceedings involving the said Works or derivative works therefrom, said registrations granted thereon, including proceedings before any Copyright Office of \_\_\_\_\_\_\_\_\_\_\_\_\_\_[[NAME OF THE TERRITORY]] or any foreign country, and court actions, provided, however, that the expense which may be incurred by the ASSIGNOR in lending such assistance and cooperation be paid by ASSIGNEE.
	3. The terms, covenants, and provisions of this Assignment shall inure to the benefit of the ASSIGNEE, its successors, assigns, and/or other legal representatives, and shall be binding upon the said ASSIGNOR, his respective heirs, legal representatives and assigns.
	4. The ASSIGNOR warrants and represents that he has not entered into any Assignment, contract, or understanding in conflict herewith.\
	5. This instrument contains the entire and only agreement between the parties and supersedes all pre – existing agreements between them respecting its subject matter. Any representation, promise, or condition in connection with the said subject matter that is not incorporated in this Agreement shall not be binding upon either party. No modification, renewal, extension, and/or waiver of this Agreement or any of its provisions shall be binding upon the party against whom enforcement of such modification, renewal, extension, or waiver is sought, unless made in writing and signed on behalf of such party by one in authority to do so.
2. COSTS AND PAYMENTS
	1. The ASSIGNEE will pay any costs or expenses associated with this Agreement for Assignment of Copyright, including the payment of stamp duty (if any).
	2. The ASSIGNEE will pay all monies owing to the ASSIGNOR promptly and simultaneously with the ASSIGNOR returning all the ASSIGNEE’s property
3. CONFIDENTIALITY.

From the date of this Assignment until three (3) years after the closing date, the ASSIGNEE shall keep the information confidential and will not disclose to the third parties (not its affiliate(s)), the Confidential Information received from, or made available by the ASSIGNOR and will use and cause its Affiliate(s) to use, the same level of care with respect to the Confidential Information as the ASSIGNEE employs with respect to its own proprietary and confidential information of like importance, and will not use and will cause its Affiliate(s) not to use such Confidential Information for any purpose other than the performance of obligations under this Assignment.

If the ASSIGNEE is required by law (through oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process), or pursuant to the requirement of any stock exchange, to disclose any Confidential Information, the ASSIGNEE will promptly notify the ASSIGNOR of such request or requirement so that the ASSIGNOR may seek a protective order, or other appropriate remedy. If, in the absence of any such protective order, remedy, or waivers from the ASSIGNOR, the ASSIGNEE is nonetheless legally compelled to disclose the Confidential Information to the party compelling disclosure as is required by law and shall exercise its reasonable efforts to preserve the confidentiality of Confidential Information, including without limitation, by co-operating with the ASSIGNOR to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to the Confidential Information by such party compelling disclosure.

1. REPRESENTATIONS AND WARRANTIES
	1. The ASSIGNOR warrants:
		1. That the Work does not infringe any valid copyright or other proprietary right of any other person.
		2. That the ASSIGNOR has the power to convey all rights granted and assigned in this Deed.
		3. That the Work contains no libelous, defamatory or other unlawful material, and the ASSIGNOR (jointly and severally) agrees to hold the ASSIGNEE harmless from any claim, suit, or proceeding based on the ground that the Work contains such harmful matter, and agrees to indemnify the ASSIGNEE for reasonable expenses incurred in defending, settling, or otherwise responding to such claims; and
		4. That the Copyright has not been assigned previously nor the Work published.
2. NOTICE
	1. Any notice provided for or permitted in this Agreement shall be in writing and will be deemed to have been given \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Minimum number of Days after Mail: Number]] days after having been mailed, postage pre-paid, by certified or registered mail or by recognized overnight delivery services, except in the case of a postal or other strike affecting the service used whereupon notice will be deemed to have been given \_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Minimum number of Days for Service of Notice: Number]]days after normal service resumes.
	2. Where personal service is made or where delivery is made by facsimile and a receipt thereof has been retained, any notice provided for or permitted in this Agreement will be deemed to have been given when received by the intended recipient. The intended recipient must be an individual whose personal name appears on the address set out in the notice.
	3. Addressing and delivery is to be made as follows:
		1. If to: Company

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Company Address]]

* + 1. If to : the Agency

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Agency Address]]

* 1. The parties may communicate other addresses where notice must be sent to from time to time. Such communication shall be in writing and shall have the effect of replacing the address. No change of address effected under this section shall in any way affect the operation of any term, other than the delivery address, in this Agreement.
1. TERM
	1. This Agreement will come into force as of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Effective Date]] and will expire on [[Expiry Date]] (the “Initial Term”) unless extended by the parties in writing or otherwise terminated by the parties in accordance with the terms of this Agreement.
	2. At the end of the Initial Term, this Agreement will be automatically renewed for successive \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Number: Number of Years]] year terms (a “Renewal Term”) unless either Party provides written notice to the other Party of its desire to terminate this Agreement in accordance herewith.
2. GENERAL PROVISIONS
	1. Entire Agreement & Amendments

This Agreement hereto constitutes the entire agreement and understanding between the parties relating to the subject matter hereof, and supersedes all other agreements, oral or written, made between the parties with respect to such subject matter. Except as provided herein, this Agreement may not be amended or modified in any way except by a written instrument signed by both Parties.

* 1. Applicable law

This Agreement shall be governed by and interpreted in accordance with the laws of \_\_\_\_\_\_\_\_\_\_\_\_\_[[NAME OF THE TERRITORY]], without reference to its conflict of law provisions, and the laws of India applicable therein. All disputes arising under this Agreement will be referred to the courts situated in \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[NAME OF THE TERRITORY]] which will have jurisdiction, and each Party hereto irrevocably submits to the jurisdiction of such courts.

* 1. Currency

All references to monetary amounts in this Agreement shall be to Indian currency.

* 1. Language clause

It is hereby agreed that both parties specifically require that this Agreement and any notices, consents, authorizations, communications and approvals be drawn up in the English language.

* 1. Interpretation

The headings and section numbers appearing in this Agreement or any Schedule attached hereto are inserted for convenience of reference only and shall not in any way affect the construction or interpretation of this Agreement.

* 1. Severability

If for any reason whatsoever, any term or condition of this Agreement or the application thereof to any Party or circumstance is, to any extent, invalid or unenforceable, all other terms and conditions of this Agreement and/or the application of such terms and conditions to the parties or circumstances shall not be affected thereby and shall be separately valid and enforceable to the fullest extent permitted by law.

* 1. Binding Nature

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective (as applicable) successors and assigns.

* 1. Counterparts

This Agreement may be signed in counterparts, and by use of facsimile signatures, each of which when signed and delivered shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

* 1. Attorney Fees Clause:

These state that the ASSIGNEE shall reimburse the ASSIGNOR for attorney’s fees (and sometimes other court fees and costs).

**IN WITNESS WHEREOF**, each party to this agreement has caused it to be executed at\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Place of Execution]] on the date indicated above.

First Party \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Second Party \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**WITNESSES:**

1. Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_