**[*This Deed has been drafted to apply to a consultant; you can adjust to apply it to an employee*]**

**Deed of Assignment**

**[Date] (“Effective Date”)**

This Deed of Assignment (“Deed”) is entered into by and between:

[Company] of [Address] on the one hand and [Employee/Consultant] of [Address] on the other hand.

Whereas the Company has previously engaged the Consultant to provide services for the Company; and

The parties wish to confirm the ownership of the Intellectual Property Rights (defined below) in Past Works (defined below);

Therefore, for the consideration herein stated, the parties hereto agree as follows:

1. **Definitions**

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| **Intellectual Property Rights** | patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case 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 in any part of the world |
| **Past Works** | all the Intellectual Property created to date by Consultant as a result of providing services to the Company prior to the Effective Date |

1. **Assignment**
   1. In consideration of the sum of €1, the receipt and sufficiency of which the Consultant hereby acknowledges, the Consultant, as full legal and beneficial owner of all rights, assigns to the Company those rights detailed below, free from any encumbrance:
      1. all rights, title and interest of whatsoever nature throughout the world in the Past Works including all Intellectual Property Rights in the Past Works;
      2. the right to sue for damages and other remedies for any infringement of any of the rights listed in this Section 2.1, whether the infringement was committed before or after the date of this Deed.
   2. To the fullest extent permissible by law, the Consultant irrevocably and unconditionally waives and shall procure that any and all moral rights in the Past Works are irrevocably and unconditionally waived.
2. **Warranties**
   1. The Consultant warrants that at the date of this Deed:
      1. the Consultant is the sole owner of all Intellectual Property Rights in the Past Works and the Consultant has not included any material in which a third party has Intellectual Property Rights in any Past Works; and
      2. the Consultant has not licensed or assigned any rights in the Past Works to any third party, there are no encumbrances over the Past Works, and the Consultant has not agreed to create any encumbrances over the Past Works.
3. **Further** **Assurance** and Proceedings
   1. The Consultant shall do all such further acts, and execute all such other documents, as the Company may reasonably require in order to give the Company the full benefit of this Deed, whether in connection with any registration of title or other similar right or otherwise. The Consultant agrees to provide to the Company (at the Company’s request and expense) all reasonable assistance with any proceedings which may be brought by or against the Company against or by any third party relating to the rights assigned by this Deed.
   2. To the extent that, by law, any Intellectual Property Rights in Past Works do not, or are not permitted to or cannot, vest in or belong to the Company, the Consultant hereby grants to the Company an irrevocable, unlimited, perpetual, transferable, assignable, sub-licensable, royalty-free, worldwide right and license to copy, publicly display, publicly perform, distribute, use, make, sell, offer to sell, import, modify and create derivative works of the Intellectual Property and to distribute same, directly or indirectly, through any number or manner of distribution channels.
4. **Invalidity**
   1. If any term or provision in this Deed shall be held to be illegal or unenforceable, in whole or in part, such term or provision or part shall, to that extent, be deemed not to form part of this Deed but the enforceability of the remainder of this Deed shall not be affected. All the terms and provisions of this Deed are distinct and severable, and if any thereof are held unenforceable, illegal or void in whole or in part by any court, regulatory authority or other competent authority it shall to that extent be deemed not to form part of this Deed, and the enforceability, legality and validity of the remainder of this Deed will not be affected.
5. **Whole** **Agreement** And Variation
   1. This Deed contains the whole agreement between the parties relating to the Intellectual Property Rights which are the subject matter of this Deed to the exclusion of any terms implied by law which may be excluded by contract, and it shall supersede, cancel and replace any and all previous agreements made between both parties relating to its subject matter. No variation of this Deed shall be effective unless in writing and signed by or on behalf of each of the parties.
6. **Governing** Law and Jurisdiction
   1. This Deed shall be governed by and construed in accordance with the laws of Ireland. Each party irrevocably agrees to submit to the non-exclusive jurisdiction of the courts of Ireland over any claim or matter arising under or in connection with this Deed.

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| PRESENT when the Signature of Consultant is affixed to this Deed | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Consultant, [Name]  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Witness Signature  Witness Name:  Witness Address: |
| Signed, for and on behalf of [Company] | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  [Name]  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  [Title] |