

IP ASSIGNMENT AND LICENSE AGREEMENT

This IP assignment and license agreement (the “**Agreement**”) is dated [dd Month YYYY] and is between [Company's name], an Estonian [private limited company] with registry code [insert], address [insert], and e-mail address [insert] (the “**Company**”) and [Assignor's name], [OPTION 1:a citizen of [country]] with personal ID code / date of birth [insert]] [OPTION 2:a [domicile] company with registry code [insert], address [insert], and e-mail address [insert] (the “**Assignor**”) (each also a “**Party**” and together the “**Parties**”).¹

This Agreement comprises the Outlined Terms in Section 1 and the Detailed Terms in Section 2 and, if applicable, the Schedules named herein.

1. OUTLINED TERMS

1.1	Relevant Obligations
	“ Relevant Obligations ” mean the Assignor’s obligations [OPTION 1:under [specify the relevant agreement] ² (the “ Relevant Agreement ”)] [OPTION 2:arising out of the Assignor’s professional or business relationship with the Company]. ³
1.2	IPR
	“ IPR ” mean all intellectual or industrial property rights existing anywhere in the world at the time of emergence of the Relevant Obligations or arising thereafter, including without limitation patents, utility models, industrial designs, trademarks and service marks, applications for the registration of and rights to apply for the registration of the aforementioned, copyrights and related rights, database rights, rights to layout-designs of integrated circuits, know-how, trade secrets, rights to trade names and domain names, and rights to claim (and sue for) damages for infringements of any of the aforementioned.
1.3	Definitions
1.3.1	“ Deliverables ” mean everything that the Assignor has delivered, will deliver, or has to deliver to the Company under the Relevant Obligations [OPTIONAL: including without limitation [list of Deliverables / the Deliverables listed in Schedule 1]].
1.3.2	“ Company IP ” means elements of the Deliverables that are subject to the IPR owned by the Company or licensed to the Company by a third party [OPTIONAL: including without limitation [list of Company IP / the Company IP listed in Schedule 1]].
1.3.3	“ Foreign IP ” means Deliverables or elements thereof that are subject to any third party’s IPR, except for the Company IP [OPTIONAL: including without limitation [list of Foreign IP / the Foreign IP listed in Schedule 1]]. For the sake of clarity, Foreign IP also means any third-party components of the Deliverables distributed under open-source licenses.
1.3.4	“ Foreground IP ” means Deliverables or elements thereof derived from any Company IP and/or created by the Assignor in the course of the performance of the Relevant Obligations [OPTIONAL: including without limitation [list of Foreground IP / the Foreground IP listed in Schedule 1]].
1.3.5	“ Background IP ” means Deliverables or elements thereof created by the Assignor independently from the Relevant Obligations [OPTIONAL: including without limitation [list of Background IP / the Background IP listed in Schedule 1]].

¹ NOTE TO DRAFT: This Agreement may be made with a single individual (option 1) or another company (option 2). Fill in the applicable details and delete the irrelevant option.

² NOTE TO DRAFT: e.g., “the Assignor’s employment agreement with the Company”, “the software development agreement dated DD Month YYYY”, etc.

³ NOTE TO DRAFT: Option 2 should only be used if the Assignor is an individual AND if no formal agreement exists under which the Deliverables were or will be delivered to the Company.

1.4	Use of the Deliverables and elements thereof
1.4.1	<u>Company IP.</u> If it is necessary under the Relevant Obligations to include any Company IP into the Deliverables, the Company grants to the Assignor, and, if applicable, to each Contributor (as defined below in Section 1.5), a revocable, fully paid-up, non-assignable, non-sublicensable, and non-exclusive license to use the relevant Company IP solely for the purpose of performing the Relevant Obligations.
1.4.2	<u>Foreign IP.</u> The Assignor warrants that no Foreign IP has been incorporated into the Deliverables and undertakes not to incorporate any Foreign IP into the Deliverables[OPTIONAL:; except: (a) as [instructed/permitted] by the Company; [and/or] (b) if such incorporation does not cause the Company or any third party to become obliged to (i) pay any royalties to any third party, and/or (ii) disclose to any third party the source code of any other elements of the Deliverables into which the Foreign IP is incorporated or of any other works with which such Deliverables are combined. The Assignor undertakes to present to the Company full information about the Foreign IP (including without limitation the terms of use thereof) in a form reproducible in writing].
1.4.3	<u>Foreground IP.</u> The Assignor hereby: (a) assigns to the Company all such IPR to the Foreground IP that can be assigned under the applicable law; (b) to the extent the law prevents the assignment of the relevant IPR, grants to the Company an irrevocable, fully paid-up, assignable, sublicensable, exclusive (or non-exclusive, if and to the extent the law prevents the granting of an exclusive license) license valid worldwide throughout the entire term of the licensed rights, to use the Foreground IP for any purpose and in any way; and (c) undertakes not to use any Foreground IP or exploit any IPR thereto in any way other than (i) for performing the Relevant Obligations or (ii) in a manner expressly approved by the Company in advance.
1.4.4	<u>Background IP.</u> The Assignor: (a) warrants that no Background IP has been incorporated into the Deliverables and undertakes not to incorporate any Background IP into the Deliverables[OPTIONAL:; except as [instructed/permitted] by the Company; and (b) hereby grants to the Company an irrevocable, royalty-free, assignable, sublicensable, non-exclusive license valid worldwide throughout the entire term of the licensed rights, to use the Background IP for any purpose and in any way[OPTIONAL: as part of the Deliverables or derived works thereof, but not separately therefrom]].
1.5	Refrainment
	The Assignor shall refrain, and, if applicable, procure that all individuals used by the Assignor in the creation of the Deliverables (each, a “ Contributor ”) shall refrain, from doing anything that prevents the Company from freely exercising the rights assigned or licensed to it under this Agreement.
1.6	Remuneration
1.6.1	The Assignor acknowledges that the remuneration paid or payable to the Assignor for the performance of Relevant Obligations includes reasonable and fair compensation for the assignment and licensing of the IPR to the Company under this Agreement.
1.6.2	The Assignor hereby waives and, if applicable, procures that all Contributors waive, all current and future rights and claims to demand any income, compensation, or other payment in

connection with the Deliverables[OPTIONAL: (other than set forth in the Relevant Agreement)], including the right to demand 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 Deliverables.

2. DETAILED TERMS

2.1 Scope of assignment and licensing

- 2.1.1 Without prejudice to the generality of the Outlined Terms, the assignment of the IPR to the Company hereunder includes the transfer to the Company of (a) all author's economic rights (as defined in the copyright laws) to the Deliverables, and (b) 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 Deliverables.
- 2.1.2 Without prejudice to the generality of the Outlined Terms, the licensing of the IPR to the Company hereunder includes the grant of permission to the Company to exercise the author's moral rights (as defined in the copyright laws) in the following manner:
- (a) right of authorship: the Assignor shall not appear in the public as the creator of the Deliverables and claim the recognition of the fact of creation of the Deliverables without the prior written approval of the Company;
 - (b) right of author's name: the Assignor grants to the Company the right to decide whether and in which manner to designate the author's name in the use of the Deliverables, including the right to use the Deliverables without showing the author's name;
 - (c) right of integrity, additions and supplementation: the Assignor grants to the Company the right to: (a) make itself and allow any other person to make any changes, modifications, developments and translations to the Deliverables; (b) add other authors' works to the Deliverables and (c) supplement itself and allow other persons to supplement the Deliverables, in each case, without any further consent of the Assignor required;
 - (d) right of disclosure: the Assignor grants to the Company the right to decide whether and when the Deliverables will be made public;
 - (e) right to withdraw: the Assignor grants the Company the right to demand the termination of the use of the Deliverables.
- 2.1.3 The Assignor shall procure, if applicable, that the obligations of the Assignor under Section 2.1.2, shall also apply, *mutatis mutandis*, to each Contributor.

2.2 Perfection actions

At the request of the Company, the Assignor shall take all necessary actions to transfer the title of the IPR to the Foreground IP to the Company and do all such acts as may be necessary or proper to obtain the acceptance of any applications for such IPR and for procuring the grant of such IPR pursuant to any such applications as well as for the registration of the Company as the sole proprietor of such IPR.

2.3 Third-party challenges

If the validity of any IPR to the Deliverables is challenged on any point upon which the Assignor has or can procure information or advice, which may assist in meeting and defeating or reducing the effect of such challenge, the Assignor shall supply or procure the supply of such information and/or advice without unreasonable delay.

2.4 Assignor's warranties

The Assignor represents and warrants that:

- (a) it is the owner of the IPR which is assigned or licensed to the Company hereunder or is otherwise authorised to assign or license the IPR to the Company;
- (b) nothing in the Deliverables or in the assignments or grants of licenses under this Agreement constitutes an infringement of any third party's IPR; and
- (c) it has not made any agreement or assumed any obligation which would or could conflict with the assignment or licensing of the IPR hereunder.

2.5 Company's obligations

To the extent required by the applicable law, the Company shall give the Assignor timely, relevant, and sufficient information in a form reproducible in writing regarding the use of the IPR to the Deliverables.

2.6 Survival

Termination, cancellation, withdrawal by either Party from, or invalidity of, the Relevant Agreement shall not affect the validity of any assignments made or licenses granted under this Agreement.

2.7 Notices

All notices and other communications made or to be made under this Agreement shall be made in English in writing or in a form reproducible in writing (unless a written form is explicitly required hereunder) and shall be given to the addressees listed in the first page of this Agreement. Each Party may change the addresses given above or designate additional addresses for the purposes of this Section 2.7 by giving the other Party notice of the new address.

2.8 Amendments

Any amendments to this Agreement are valid only if made in the same form as the original Agreement.

2.9 Entire agreement and severability

- 2.9.1 This Agreement constitutes the full and entire understanding and agreement between the Parties regarding the subject matter hereof and supersedes any agreement or understanding on the same subject matter between the Parties prior to the signing of this Agreement.
- 2.9.2 If any provision of this Agreement is held to be invalid or unenforceable, all other provisions will remain in full force and effect and will not in any way be impaired. The Parties agree to replace the invalid or unenforceable provision with a valid and enforceable provision, which shall best reflect the Parties' original intention and shall to the maximum extent possible achieve the same economic result.

2.10 Rules of interpretation

- 2.10.1 If there is a conflict between the Detailed Terms and the Outlined Terms, then the Outlined Terms shall prevail.
- 2.10.2 References to the word "include" or "including" (or any similar term) are not to be construed as implying any limitation and general words introduced by the word "other" (or any similar term) shall not be given a restrictive meaning because they are preceded or followed by words indicating a particular class of acts, matters or things.
- 2.10.3 Except where the context specifically requires otherwise, words importing one gender shall be treated as importing any gender, words importing individuals shall be treated as importing corporations and vice versa, words importing the singular shall be treated as importing the plural

and vice versa, and words importing the whole shall be treated as including a reference to any part thereof.

2.11 Governing law and jurisdiction

2.11.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Estonia.

2.11.2 Any disputes resulting from this Agreement will be resolved in the Harju County Court as the court of first instance.

PARTIES' SIGNATURES:

The COMPANY:	Signature, date	The ASSIGNOR:	Signature, date
[Representative's name] [Representative's title]	/ signed _____ electronically /	[Signer's name] [Signer's title if applicable]	/ signed _____ electronically /

SCHEDULE 1 DELIVERABLES⁴

- 1.** Company IP
- 2.** Foreign IP
- 3.** Foreground IP
- 4.** Background IP

⁴ NOTE TO DRAFT: List relevant information below or delete this Schedule or unnecessary sections thereof if the relevant Deliverables are defined in section 1.3 of the Agreement.