



DEED OF ASSIGNMENT OF COPYRIGHT

DATED THE _____ DAY OF _____ 20____

BETWEEN

Company Pty Ltd ACN: 111 222 333 of 1 Perth Street Perth 5000 **(the “Assignor”)**

AND

Other Company Pty Ltd ACN 555 666 999 of 1 Brisbane Street Brisbane 7000
(the “Assignee”)

DEED OF ASSIGNMENT OF COPYRIGHT

THIS DEED OF ASSIGNMENT made the _____ 20__.

BETWEEN: Company Pty Ltd ACN: 111 222 333 of 1 Perth Street Perth 5000
(the “Assignor”);

AND: Other Company Pty Ltd ACN 555 666 999 of 1 Brisbane Street
Brisbane 7000 (the “Assignee”).

RECITALS

- A. The Assignor is a company whose business is the design and creation of artwork and materials.
- B. The Assignor was engaged by the Assignee to create and produce the Materials and in the course of so doing has created artwork, designs, sketches and drawings relating to or forming part of the Materials.
- C. The Assignee has paid the Assignor for all of the Materials and has requested the Assignor to assign to the Assignee all of the Copyright which the Assignor holds in the Materials so that the Assignee will be the absolute owner of all of the Copyright in the Materials.
- D. 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 in the Materials, all Future Materials and the Creation Materials.

BY THIS DEED OF ASSIGNMENT

1. DEFINITIONS

1.1. In this Deed of Assignment these words and phrases have the following meanings:

“Assign” means to assign, transfer and convey all titles and interests of whatsoever kind or nature in copyright and/or Intellectual Property both at law and in equity. “Assignment” means assignment, transference and conveyance of the said titles and interests.

“Assignee’s Property” means all property, whether tangible or intangible belonging to the Assignee which at any time is in the possession or control of the Assignor for the purposes of being used by it in creating the Materials, the Creation Materials and/or Future Materials.

“Copyright” means copyright as defined in or capable of protection under the *Copyright Act*.

“Copyright Act” means the *Copyright Act* 1968 (Cth) as amended.

“Creation Materials” means all materials of whatsoever kind or nature, including drafts and

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sketches and notes used or developed by the Assignor for the purposes of or in connection with creating and/or designing any of the Materials or which may in the future be created or used to create Future Materials.

“**Deed**” means this Deed of Assignment.

“**Dollars**” means Australian dollars.

“**Future Materials**” means all works that might be created at any time in the future by the Assignor for or on behalf of or at the request of the Assignee or any Related Entity or Related Body Corporate of the Assignee including without limitation all designs of logos, all artwork and designs of letterheads, packaging, displays, advertising, brochures, business cards, folders, books, instruction guides, training manuals and other documents or materials including where applicable any materials in electronic form or as film for advertising or display purposes.

“**Intellectual Property**” includes all intellectual property of whatsoever kind or nature recognised at law, in equity or by legislation including without limitation all copyright, designs, trade marks, logos, domain names, business names and patents whether existing now or at any time in the future, to the extent the Deed may have future application.

“**Legislation**” means all Australian statutes, regulations, by-laws, codes and rules applying at any time and regulating or relating to anything in this Deed.

“**Materials**” means all works created by the Assignor for or on behalf of or at the request of the Assignee or any Related Entity or Related Body Corporate including without limitation all designs of logos, all artwork and designs of letterheads, packaging, displays, advertising, brochures, business cards, folders, books, instruction guides, training manuals and other documents or materials including where applicable any materials in electronic form or as film for advertising or display purposes without limiting this definition, all of the Materials described in the Schedule.

“**Person**” includes a natural person and includes any entity or body corporate recognised at law.

“**Related Entity**” has the meaning given to it in Section 9 of the *Corporations Act 2001*.

“**Related Body Corporate**” has the meaning given to it in Section 9 and Section 50 of the *Corporations Act 2001*.

2. CONSIDERATION

2.1. In consideration of the payment by the Assignee to the Assignor of the sum of five hundred (AUD \$500) (the receipt of which is acknowledged by the Assignor), the

Assignor has entered into this Deed.

3. ASSIGNMENT BY THE ASSIGNOR

- 3.1. The Assignor absolutely and unconditionally Assigns to the Assignee all of its rights, title and interest both at law and in equity in and to all Copyright and Intellectual Property it has either on its own or with any other Person in the Materials, the Creation Materials and in all Future Materials. With respect to Copyright, this assignment is made pursuant to Sections 196 and 197 of the *Copyright Act*.
- 3.2. If for whatever reason the Assignment of any part of the Materials, the Creation Materials or the Future Materials is not effectively Assigned by the Assignment in Clause 3.1, then the Assignor covenants with the Assignee that to the extent it holds any interest of any kind whatsoever in the Materials, the Creation Materials or the Future Materials, including any interest in the Copyright therein, then it holds the same as a bare trustee for the Assignee and will promptly upon request by the Assignee Assign such interest to the Assignee or as the Assignee may in writing direct.
- 3.3. The Assignor further covenants with the Assignee that if requested by the Assignee it will do all acts and execute all documents as are reasonably required by the Assignee in order to more fully Assign or complete any such Assignment of the Copyright and/or Intellectual Property in the Materials, the Creation Materials and or the Future Materials to the Assignee.

4. COVENANT NOT TO DISPUTE OWNERSHIP

- 4.1. The Assignor covenants with the Assignee that it will not after the date hereof claim any interest whether or at law or in equity or by statute in any Copyright or Intellectual Property in the Materials, the Creation Materials or the Future Materials and will not dispute the Assignee's entitlement to be the sole, exclusive and absolute owner of all of the Copyright and Intellectual Property in the Materials, Creation Materials and all the Future Materials.

5. ASSIGNEE'S PROPERTY

- 5.1. To the extent to which the Assignor has in its possession any of the Assignee's Property, the Assignor covenants that it will only use the Assignee's Property for the sole and exclusive benefit of Assignee and will not use the Assignee's Property for any other use or purpose.
- 5.2. In the event that the Assignee terminates its contractual arrangements with the Assignor, then the Assignor covenants that it will return all the Assignee's Property in

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its possession or control to the Assignee.

6. COSTS AND PAYMENTS

- 6.1. The Assignee will pay any costs or expenses associated with this Deed of Assignment, the assignment of Copyright including the payment of stamp duty (if any).
- 6.2. The Assignee will pay all moneys owing to the Assignor promptly and simultaneously with the Assignor returning all the Assignee's Property.
- 6.3. Except for the payment referred to in clause 2.1, the Assignor will not charge any fee to the Assignee for the Assignments in this Deed.

7. CONFIDENTIALITY

- 7.1. The Assignor covenants with the Assignee that it will at all times keep confidential and not disclose to any Person any information relating to the Materials, Creation Materials and/or Future Materials or any information provided by the Assignee to the Assignor which by its nature is confidential or is marked "confidential", "private" "secret" or "not to be disclosed" ("Confidential Information").
- 7.2. The Assignor covenants with the Assignee that it will not at any time give any Person access to any document containing any such Confidential Information.

8. WHOLE AGREEMENT

- 8.1. This Deed contains the full understanding of the parties to this Agreement with respect to the Assignment and ownership of Copyright and Intellectual Property in the Materials, the Creation Materials and the Future Materials and it may not be amended or otherwise varied except in writing and signed by the parties affected by any such amendment or variation.

9. SURVIVAL CLAUSES

- 9.1. All of the clauses of this Deed of Assignment survive termination of this Deed for any reason and continue to be binding upon the parties.

10. COUNTERPARTS

- 10.1. This Deed may be executed in counterparts, each of which will be deemed to be an original and all of which together will constitute one instrument and this Deed.

11. JURISDICTION

- 11.1. This Agreement is governed by the laws of Australia and the parties submit to the exclusive jurisdiction of the Courts of Australia.

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12. INDEPENDENT LEGAL ADVICE

12.1. The parties to this Deed of Assignment acknowledge and represent to each other that they have had the opportunity to obtain separate and independent legal advice as to the terms of this Deed of Assignment and as to their obligations, rights and liabilities under this Deed of Assignment. Each party relies on the acknowledgement and representation given in this clause by each other party.

SCHEDULE

THE MATERIALS INCLUDE:

Assignment of all Training material created for One the boat Pty Ltd

SAMPLE ONLY
YOUR DOCUMENT WILL VARY DEPENDING ON THE ANSWERS YOU PROVIDE THROUGH THE BUILDING PROCESS

EXECUTED AS A DEED

SIGNED AS A DEED BY)
Company Pty Ltd)
ACN: 111 222 333, the Assignor,)
pursuant to Section 127 of the)
Corporations Act 2001 in the presence of:

Director

Print Name:

Signature of Witness

Print Name:

Director/Secretary

Print Name:

SIGNED AS A DEED BY)
Other Company Pty Ltd)
ACN 555 666 999, the Assignee,)
pursuant to Section 127 of the)
Corporations Act 2001 in the presence of:

Director

Print Name:

Signature of Witness

Print Name:

Director/Secretary

Print Name:

