

# IP assignment declaration

## *The parties,*

1. Maker, registered with the Chamber of Commerce under number 12312312 (hereafter: "**Programmer**"),  
*and*
2. Verkrijger, registered with the Chamber of Commerce under number 98798798 (hereafter: "**Acquirer**"),

## *considering, that*

- Programmer and Acquirer have concluded an agreement, pursuant to which Programmer has committed to perform services,
- Programmer has created multiple software products and holds the copyrights as well as (potential claims to) patent therein,
- These software products are described in the appendix to this deed and are hereafter referred to as "the Works",
- Acquirer wishes to acquire the copyrights as well as any claims to patent rights regarding the Works,
- The parties wish to record this acquisition and related undertakings, among other things considering the legal requirement that transfers of such rights must be done in writing,

## *now agree as follows:*

### **Article 1. Transfer of rights**

1.1. Programmer hereby transfers his copyrights in their fullest extent as well as any claims to patent rights regarding the Works to Acquirer, which transfer Acquirer hereby accepts.

1.2. This assignment and transfer relates to all rights related to copyright and patent rights for all countries of the world, in all forms of exploitation and all distribution channels. In the event of legally permitted these rights also relate to those forms of exploitation that may become available in the future.

1.3. In addition, this assignment and transfer relates to all claims to compensation, royalties and license fees whatsoever that may be claimed under applicable laws, but only for situations that may arise on or after the date of transfer.

1.4. Acquirer is free to assign and transfer all rights acquired under this agreement to any third party without needing to consult or obtain consent of Programmer. Acquirer shall bind such a third party for the benefit of Programmer to all obligations of Acquirer under this agreement and stipulate that such a third party as well as further acquirers of rights must be bound to the same obligations.

1.5. To the extent any rights as referred to above are not transferrable or not legally transferred by the above, Programmer hereby grants Acquirer a perpetual, unlimited, transferrable and exclusive license to exploit the Works. Further, the parties shall use their best efforts to still realize a legally binding transfer of these rights.

Works in original and modified form for its own benefit (and risk) without being due compensation to Acquirer.

**Article 7. Other provisions**

7.1. This agreement is subject to Dutch law.

7.2. Any conflicts that may arise in connection with this agreement or in the relation between the parties shall be brought before the competent court for the place of business of Acquirer.

7.3. The invalidity of any particular clause in this agreement shall not affect the validity of this agreement as a whole. In such a situation the parties shall draft up a new clause that approximates the intent of the original clause and is legal under applicable law.

7.4. This agreement is the entire agreement regarding the intellectual property rights related to the Works and replaces any prior written or oral agreements regarding the same.

7.5. This agreement can only be altered if the additional subject matter is put in writing and signed by the parties.

**Was signed,**

For Programmer

.....

Name:

Function:

Date:

Place:

For Acquirer

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Name:

Function:

Date:

Place:

VOORBEELD