

IP Ownership Provision for Vendor Agreements

While one size does not fit all, incorporating these terms concerning ownership of work product created by a non-employee into a services agreement will provide ownership of all such work product and a license to any pre-existing materials incorporated therein, along with assurances and warranties to protect the receiving party.

Ownership

Assignment. Contractor agrees that, except as provided in Subsection 1(c), below, all copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries, and trade secrets conceived, made, or discovered by Contractor, solely or in collaboration with others, during the term of this Agreement, which relate in any manner to the business of Company, which Contractor either may be directed to undertake, investigate, or experiment with or may become associated with in work, investigation, or experimentation in the line of business of Company in performing the Services hereunder (collectively, “Work Product”) are the sole property of Company. Contractor hereby assigns fully to Company, and agrees to assign to Company at the time of the creation of any Work Product, all right, title, and interest in and to the Work Product and any and all copyrights, patents, mask work rights and/or other intellectual property rights relating thereto. Contractor further agrees that similar Work Product created by Contractor for Company prior to the execution of this Agreement is the sole property of Company and hereby assigns fully to Company all right, title, and interest in and to such Work Product and any and all copyrights, patents, mask work rights and/or other intellectual property rights relating thereto. Contractor hereby waives, and agrees to waive at the time of the creation of the Work Product, any and all moral rights therein.

Further Assurances. Contractor shall assist Company or its designee, at Company’s expense, in every proper way to secure Company’s rights in the Work Product and any copyrights, patents, mask work rights, or other intellectual property rights relating thereto in any and all countries, including the disclosure to Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, and all other instruments that Company deems necessary in order to apply for and obtain such rights and in order to assign and convey to Company, its successors, assigns, and nominees the sole and exclusive right, title and interest in and to such Work Product and any copyrights, patents, mask work rights, or other intellectual property rights relating thereto.



Pre-Existing Materials. Contractor agrees that if in the course of performing the Services, Contractor incorporates into any Work Product developed hereunder any materials, invention, improvement, development, concept, discovery, or other proprietary information, either which Contractor owns or in which Contractor has an interest, Company is hereby granted and shall have a nonexclusive, sublicenseable, royalty-free, perpetual, irrevocable, and worldwide license to copy, make, have made, modify, and sell such item solely as part of or in connection with such Work Product.

Attorney-in-Fact. Where Company is unable because of Contractor's unavailability, dissolution, mental or physical incapacity, or for any other reason, to secure Contractor's signature to apply for or to pursue any application for any United States or foreign patents or mask work or copyright registrations covering the Work Product assigned to Company above, then Contractor hereby irrevocably designates and appoints Company and its duly authorized officers and agents as Contractor's agent and attorney-in-fact to act for and in Contractor's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyright, and mask work registrations thereon with the same legal force and effect as if executed by Contractor.

Warranty. Contractor hereby represents and warrants that: (i) all Work Product shall be the original work of Contractor; (ii) the Work Product shall not to Contractor's knowledge infringe the copyright, patent, trade secret, or any other intellectual property right of any third party; (iii) the Work Product shall not to Contractor's knowledge be obscene, libelous, or, to Contractor's knowledge, violate the right of privacy or publicity of any third party; and (iv) the Work Product will not, to Contractor's knowledge, contain any virus, trap door, worm, or any other device that is injurious or damaging to software or hardware used in conjunction with the Work Product.