AGREEMENT OF A PRODUCTION CERTIFICATE

This Agreement of a Production Certificate (the “Agreement”) is made and effective [DATE],

**BETWEEN:** [EMPLOYEE NAME] (the "Employee"), an individual with his/her main address located at:

[COMPLETE ADDRESS]

**AND: [YOUR COMPANY NAME]** (the "Company"), a company organised and existing under the laws of [COUNTRY], with its head office located at:

[YOUR COMPLETE ADDRESS]

The undersigned employee hereby gives these representations and assurances for the purpose of guarantees to the Company, and any other interested parties who may rely hereupon, that the company has all right, title and interest in certain Proprietary creations over which ownership is claimed by the company.

The employee specifically intends that the representations and assurances contained herein may be relied upon by any interested party that is considering an acquisition, license, right to distribute, or any other interest in and to any proprietary creations covered hereby.

NOW, THEREFORE, the undersigned Employee hereby represents, warrants, acknowledges, certifies and agrees as follows:

1. That the Employee has meticulously evaluated each of the representations, warranties and acknowledgments and the factual circumstances involved with each such representations, warranty, and acknowledgments set forth herein.
2. That the employee gives these assurances and acknowledgments and is aware that they may and will be relied upon by interested parties who are entering or considering a potential legal relationship with the company involving the Proprietary Creations.
3. That the employee is the sole author of the Proprietary Creations in question (“Employee Creations”); and no one else’s time or resources were used.
4. That the Employee was a contributing author of the Proprietary Creations in question, the (“Collective Creations”); only the parties listed in the attached list regarding the relevant work had any input or hand in the conception, development, creations, planning or reduction to practise of the Employee Creations; and the Employee’s contributions to the Collective Creations were developed solely by Employee, on Employee’s own time and using the Employee’s own materials.
5. For purposes hereof, the Employee Creations and the Employee’s contributions to the Collective Creations shall be referred to herein as the “Proprietary Creations.”
6. The Employee has assigned all of Employee’s right, title, and interest in and to the Proprietary Creations to the Company and pursuant to such assignments, the Company has obtained the full right, title and interest in and to the Proprietary Creations, including but not limited to
   1. All rights of a copyright owner, including but not limited to all of the exclusive rights provided by the [COUNTRY] Copyright Act,
   2. All patent and other proprietary rights of every nature and type,
   3. The right to lease,sell,exchange,assign and, convey the proprietary Creations,
   4. The right to distribute, publish, copy or even publicly perform as well as display any and all of the Proprietary Creations, alone or in conjunctions with other works,
   5. The right to amend,modify,upgrade,amend, enhance, improve and create imitative projects/works based in whole or in part on the Proprietary Creations, and
   6. The right to take any and all steps necessary to secure and assert the Companies rights as aforesaid.
7. Except for the integration or use of the pre-existing works of other parties as listed in Appendix “C” attached hereto, the Proprietary Creations do not infringe upon or otherwise violate the proprietary rights of any third party, including but not limited to patents, trademarks, copyrights, trade secrets, privacy rights, moral rights, or any other proprietary rights provided under any state or federal law.
8. The Employee has received and has made a valid assignment of a licence to use the pre-existing works defined in Appendix “C” on a non-royalty basis, in perpetuity, anywhere within the world from the owner of said pre-existing works.
9. The Employee has not exploited the Proprietary Creations for Employee’s own purposes or for the purposes or benefit of any other party other than the Company.
10. No claim is pending, has been threatened, nor but for the passage of time will be pending, threatened or will accrue that could have a direct or indirect effect on the Proprietary Creations.
11. The Proprietary Creations were not created during the Employee’s employment for any other employer or as a work for hire of any other party. The Proprietary Creations or the use and distribution thereof, will not violate any restrictive covenant contained in any employment agreement or other agreement that the Employee may have had with any other employer or party.
12. All proprietary software programmes and other tools used by the Employee in the creation of the Proprietary Creations were duly and validly licenced for use by the Employee and were used within the scope of the applicable licence agreement when creating the Proprietary Creations.

IN WITNESS WHEREOF, the Employee has executed this Production Certificate with full knowledge of its content and significance for future business transactions.

EMPLOYEE COMPANY

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Authorised Signature Authorised Signature

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Print Name and Title Print Name and Title

**Attached as APPENDIX(A)**

**“PROPRIETARY CREATIONS”**

**APPENDIX (B)**

**“COLLECTIVE CREATIONS”**

**APPENDIX (C)**

**“PRE-EXISTING WORKS”**