ASSIGNMENT OF CONTRIBUTOR’S RIGHTS

This Assignment of Contributor’s Rights (the “Agreement”) takes effect on [DATE],

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

 [YOUR COMPLETE ADDRESS]

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

 [COMPLETE ADDRESS]

**RECITALS**

1. The Owner has developed a Website and supporting database programmes commonly known and described as [DESCRIBE].
2. The contributor is an independent contractor of Owner and as such contributed certain items to the development of such Website which contribution consisted of [DESCRIBE].
3. It is the intention and desire of the parties that the Owner shall be the exclusive owner of the Website and all proprietary rights contained therein, including but not limited to all patents, copyrights and other intellectual property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Contributor hereby makes the following assignment to the Owner:

1. The Contributor hereby unconditionally and irrevocably assigns all right, title and interest in and to the Website and all components thereof, including but not limited to any and all elements thereof that were the work product or creation of the Contributor, together with all of the exclusive rights of a copyright owner under the [COUNTRY] Copyright Act, the right to publish, reproduce, publicly perform, display, license, create derivative works based upon, translate, create new versions and releases, make enhancements, further develop, post online and otherwise exploit such Website.
2. The Contributor acknowledges and agrees that all intellectual property rights arising from Contributor’s contribution to the Website, including but not limited to Copyrights, patents, inventions, patent rights, confidential information, work, know-how, technologies, techniques, graphics, logos, designs, trade secrets, worldwide intellectual property rights, processes, data, and all other contributions shall be considered the proprietary property of the Owner and all of such rights are hereby assigned to the Owner.
3. The Contributor further agrees to execute any further documents and take such further actions that are requested by the Owner to confirm and perfect the Owner’s ownership of the Website and any and all contributions thereto that were or may have been made by the Contributor.
4. The Contributor represents and warrants that no subcontractors were utilised for any component of the Contributor’s contribution and that all work was performed by true, lawful. *Bona fide* employees of the Contributor, as defined in the [COUNTRY] Copyright Act.
5. Contributor represents and warrants that no pre-existing works or rights were integrated into the contributions of the Contributor to the Website and that the Contributor was the original creator of such work and contributions and that such work and contributions will not infringe upon the proprietary rights of any other party. To the extent that there nevertheless are pre-existing works integrated into the Website, Owner is hereby granted a perpetual, royalty-free, unconditional, non-exclusive, worldwide licence to distribute, use, exploit, publish, sell, license, display, publicly perform, copy, and prepare derivative works based upon such pre-existing work.
6. This Assignment shall be governed and construed by the laws of the [Country]and shall be binding upon the successors and assigns of the Contributor.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth first above, with full knowledge of its content and implications and intending to be legally bound by the terms hereof.

CONTRIBUTOR OWNER

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title

**SHOULD BE NOTARIZED**