

SECTION	Annotation
JOINT OWNERSHIP AGREEMENT	This document covers most rights that are used in an industrial context but not supplementary protection certificates and other rights used by the life sciences such as rights protecting strains of bacteria. However, the emphasis is on patents and the other rights are covered as ancillaries so as to keep the portfolio together.
PREAMBLE THIS AGREEMENT is made 20[] BETWEEN: (1) [] ("Party 1"); and (2) [] ("Party 2"); each a " Party " and together the " Parties ."	<p>The document was drafted for use in circumstances where intellectual property has already been created and the IP is therefore in joint ownership by operation of law or contract. Party 1 has the better bargaining position, but Party 2 still has a reasonable negotiating position as Party 2's technical contribution will be needed in future.</p> <p>Many aspects of joint ownership of patents and related rights are covered, so it could be adapted for many situations, but note that additional provisions would probably be needed in the case of competitors.</p> <p>Note that in some circumstances it may be necessary to ensure that related entities are subject to the terms of the agreement but in other circumstances there may be a requirement to limit those entities.</p>
RECITALS	
(A) <i>[Explain background – how the joint ownership arose]</i>	<p>Joint ownership laws vary considerably between some major territories, so it is crucial for joint owners of IP to set out their ownership shares and what they can do with the property if there would otherwise be different approaches in the territories where the joint IP subsists.</p> <p>This document has been drafted with English and US laws in mind. Under those laws it is possible to alter the legal position of the parties by</p>

	contract. Please note that is not necessarily the case in every territory.
(B) Each of the Parties owns certain intellectual property rights relating to [].	IP should be clearly defined, if possible by reference to written materials such as patent applications, invention disclosures and technical schedules.
(C) <i>[Explain business plans at a very high level].</i>	
(D) <i>[Explain details of any existing encumbrances, such as licenses, and how those encumbrances will be managed in future. For example, will the licenses be terminated? If they are to continue, who will receive income under them?]</i>	
(E) This Agreement sets out the terms on which the Parties shall own, protect, administer and license certain intellectual property that is and may in future be jointly owned by them.	
1 INTERPRETATION	
1.1 DEFINITIONS	
"Additional IP" means any Intellectual Property that either or both Parties own jointly by operation of law or which they agree in writing that they shall own jointly, but which is not set out in Schedule 1, Part 1;	This term has been included so that the agreement is flexible and the portfolio is not divided. It will not result in any IP being subject to the agreement unless it is jointly owned by agreement or by operation of law.
"Business Day" means a day, other than a Saturday or Sunday or a public holiday, on which banks are open for business in [the City of London];	
"Confidential Information" means information in any form that is protectable as confidential information by applicable laws, including trade secrets, and which is disclosed by one party to the other in furtherance of this agreement;	<p>This is an exceedingly short definition, which covers what is protectable under English law. In many cases examples are given so that clients find it easier to envisage what is covered. If you add examples then you need to be careful to ensure that they could never be construed as exhaustive examples under applicable law; otherwise, you reduce the scope of the definition when you lengthen it.</p> <p>As ever, it is crucial for each party to decide whether they wish to accept obligations of confidence and, if so, what those obligations should cover.</p>
"Effective Date" means [] 2018;	

<p>“Intellectual Property” or “IP” means any patent, utility model, copyright and related rights, database right, registered design, design right, topography right, application to register or right to the grant of or right to claim priority from any of the aforementioned rights, any invention (whether patentable or not), trade secret, know-how, and any other intellectual or industrial property right of any nature whatsoever in any part of the world for the full term of that right (including any extensions);</p>	<p>This document is intended to cover industrial property with an emphasis on patents. The other rights have been included as it is often the case that there is ancillary property and it makes no sense to split the portfolio. The draft would, for example, be unsuitable for use with literary copyright.</p> <p>This is a UK definition without rights relating to trade marks and “passing off” as this Agreement covers industrial property. In transatlantic transactions, care must be taken to recognize the different <i>sui generis</i> intellectual property rights. For instance, it is no use requesting rights like database right (which is a <i>sui generis</i> right in the EU) in the US, or expecting US designs to be protected in the same way in the EU as they are in the US. Note also that the generic words “patent” and “application” are used and in this context there is no need to particularise further.</p>
<p>“Improvement” means any modification, development, addition, or other change to the technology that is the subject of the Joint IP [which is to be interpreted in the widest possible sense.]</p>	<p>This is a wide definition. A narrow definition may cover IP that would infringe at least one claim of the existing IP.</p> <p>It will not be appropriate to include improvements in some contexts. Whilst some parties may wish to avoid a situation where the other party creates blocking IP or where the rights in a portfolio are split, there are also parties such as universities, which may wish to avoid the inclusion of improvements.</p>
<p>“Joint IP” means:</p> <p>(i) the Intellectual Property set out in Part 1 of Schedule 1 (including the Patents) ((the “Initial Joint IP”); and</p> <p>(ii) any Additional IP;</p>	
<p>“Joint Registrations” shall have the meaning ascribed in clause 4.1;</p>	

<p>“Patents” means the patents jointly owned by the Parties, which are set out in Schedule 1, Part 1, any patents or patent applications claiming priority from the same;</p>	<p>Note the words “applications claiming priority from” the Patents have been used. Under the European Patent Convention (and consequently under English law), it is not possible to widen the scope of pre-existing applications beyond the initial disclosure and amendments that do so will render the underlying property invalid under the EPC; this provision is interpreted strictly and is one of the most common ways in which patents are invalidated in the territory of the EPC.</p> <p>US definitions (and definitions to cover US patents) may need to be wider to catch other property, for example to cover continuations-in-part that could add new matter, in which case the following wording could be added:</p> <p>“together with any continuations-in-part”.</p>
<p>“Patent Attorneys” shall have the meaning ascribed in clause 4.2;</p>	
<p>“QC” shall have the meaning ascribed in clause 4.9;</p>	
<p>“Term” shall have the meaning ascribed in clause 2.1;</p>	
<p>“written” or “in writing” means committed to paper or other permanent form including emails but does not include faxes, text messaging via mobile phone and any other transitory form of visible reproduction of words.</p>	<p>This definition permits notices by email, which parties may wish to avoid.</p>
<p>1.2 CONSTRUCTION</p>	
<p>1.2.1 In this Agreement, unless otherwise specified or the context otherwise requires:</p>	
<p>(a) words importing the singular only shall include the plural and vice versa;</p>	
<p>(b) words importing the whole shall be treated as including a reference to any part thereof;</p>	
<p>(c) words importing any gender shall include all other genders;</p>	
<p>(d) reference to a schedule and to any recital, clause or paragraph is to the relevant schedule, recital, clause or paragraph of or to this Agreement;</p>	

(e) reference to this Agreement or to any other document is a reference to this Agreement or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time as permitted by the provisions of this Agreement or as otherwise agreed by the Parties;	
(f) reference to any provision of law is a reference to that provision as modified or re-enacted from time to time even if it has the effect of increasing or extending any obligation or liability or otherwise adversely affects the rights of any Party to this Agreement;	Note that whilst this is in the boilerplate section it is an important commercial term, which may not be suitable in all circumstances.
(g) reference to "person" means any individual, firm, company, corporation, body corporate, government, state or agency of state, trust or foundation, or any association, partnership or unincorporated body of 2 or more of the foregoing (whether or not having separate legal personality and wherever incorporated or established);	
(h) reference to any statutory provision includes a reference to any subordinate legislation made under that provision from time to time; and	
(i) reference to any legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept, state of affairs or thing shall in respect of any jurisdiction other than England be deemed to include that which most closely approximates in that jurisdiction to the English legal term.	
1.2.2 Any phrase in this Agreement introduced by the term "include", "including", "in particular" or similar expression will be construed as illustrative and will not limit the sense of the words preceding that term.	
1.2.3 Headings used in this Agreement are for reference only and shall not affect its construction or interpretation.	
2 COMMENCEMENT AND DURATION	
2.1 This Agreement shall come into force on the Effective Date and unless terminated earlier in accordance with this Agreement shall continue in force until the expiry of all of the Joint IP (the "Term").	
3 OWNERSHIP	Note that this section just covers the nature of the ownership; the respective rights of the parties are dealt with in more detail in clause 5.
3.1 The Joint IP shall be owned jointly by the Parties as tenants in common in undivided shares (as provided under English law), subject to the terms of this Agreement.	It may be that there are presumptions as to ownership in the jurisdiction of the governing law, but in case there has to be a change in the governing

	<p>law and to prevent misunderstandings it is best to set out the position. As this document is governed by English law, the reference to "tenants in common" is to an English form of property ownership where the rights are separated. This is contrasted with "joint tenancy" where the share of a joint tenant passes automatically to the other party on insolvency or death. Joint tenancy is unsuitable in most industrial contexts.</p> <p>Default rules for ownership in relation to patents in the UK: Each joint owner can do anything for their own benefit that would infringe the patent but they may not grant a license or assign or mortgage their share of the patent without the consent of the co-owner. Similarly, they may not amend the specification or apply for revocation without the consent of the joint owner. The default position relating to other rights varies. The position relating to copyright is that neither party may exercise rights under the copyright without the consent of the co-owner.</p> <p>Under US patent law each joint owner has an undivided interest in the IP as a whole. More specifically, the default rules for joint ownership of patents in the US is as follows: (1) Each joint owner can freely license them to third parties without involving the other owner. (2) Any licensing revenue received by one joint owner does not have to be shared with the other joint owner. (3) All joint owners must be parties to any litigation seeking to enforce the jointly owned patents. These can be contracted around.</p> <p>As a result, the US rules for joint ownership and enforcement can lead to undesired results but the position can be modified by contract, for example to:</p> <ul style="list-style-type: none"> • Reallocate ownership interests among joint owners; • Restrict a joint owner's exploitation of jointly owned IP; and
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	<ul style="list-style-type: none"> Expressly provide for consent or cooperation in connection with a joint owner's enforcement actions. <p>The parties may also want to ensure that all jointly-owned patents include only jointly-owned claims. Solely-owned claimed inventions and jointly-owned claimed inventions in a jointly-owned patent results in joint ownership of the solely-owned inventions included in the jointly-owned patent because patent ownership cannot be split among different claims in the US.</p>
3.2 The provisions of clause 3.1 shall not affect the ownership by either Party of any Intellectual Property that is not part of the Joint IP.	
3.3 [Each party warrants [and represents] that it does not own any Intellectual Property in addition to the [the Joint IP], which []].	This is optional, and may assist if there is a possibility that one of the parties has not declared all relevant IP. This warranty could be widened or a further warranty could be added, dealing with non-infringement (or knowledge thereof).
4 PROSECUTION, MAINTENANCE, AND ENFORCEMENT OF JOINT IP	
4.1 Subject to the rest of this clause 4, Party 1 shall file, prosecute and pay the renewal and other patent office and governmental fees in relation to the Patents and any patent property forming part of the Joint IP (collectively the "Joint Registrations"). Party 1 shall not be obliged to spend a sum in excess of [] in compliance with this clause 4.1, and if Party 1 would be obliged to do so in order to preserve any of the Joint Registrations, [].	<p>Regarding the Joint IP, it would be possible to add registered designs, but they have not been included here as the combination of patents and registered designs is not as common as a plain patent portfolio.</p> <p>An alternative would be to share costs equally. Either way, it is crucial to set out who pays and whether there are any limits.</p> <p>Note that Party 1 will engage the patent attorneys and will be their client in this scenario, but note the copy communication in 4.5.</p>

<p>4.2 In order to optimise the quality and control the costs of the Joint Registrations, the Parties shall collaborate in relation to the instructions to be given to the patent attorneys filing and prosecuting the Joint Registrations (the "Patent Attorneys"), and to any other matters relevant to the Joint IP, which collaboration shall include planning of the patenting process, the sharing of information (including commenting on documentation) and meeting with the Patent Attorneys or independently of the Patent Attorneys as may be necessary for that purpose. The Parties shall also meet to discuss post-grant management of Joint Registrations in a similar manner.</p>	
<p>4.3 [] shall provide technical content for use in all applications and responses to the official actions of intellectual property offices in relation to the Joint Registrations as reasonably required by the Patent Attorneys and [] shall do so in a timely fashion so as to enable the Patent Attorneys to meet deadlines efficiently. In particular, [] shall review and suggest any necessary changes to draft specifications, review and comment on search reports and all correspondence from and to relevant patent offices and third parties so as to assist in obtaining the best possible protection for the Joint IP.</p>	<p>In many cases the property will originate from one or other or both parties, in which case the input of the inventor and possibly other members of the technical team will be crucial in the patenting process.</p> <p>The parties should consider providing for their continued interaction and cooperation to maintain access to inventors employed by or otherwise engaged by the other party.</p> <p>The parties should also consider entering into a common interest or joint defense agreement to help protect privileged communications between the parties' respective patent counsel.</p>
<p>4.4 The Parties shall seek to agree on the territories in which Joint Registrations are to be filed; the Parties have already agreed that Joint Registrations shall be filed in [the United Kingdom]. Party 1 shall not be obliged to pay for any filings unless it has agreed to do so.</p>	
<p>4.5 Party 1 shall instruct the Patent Attorneys to provide Party 2 with copies of communications about the status of filing and prosecution of Joint Registrations and decisions to be taken. Party 2 shall consider all such communications and shall inform Party 1 of any information that is relevant to the USPTO's consideration of the Joint Registrations, to the extent that Party 2 is aware of such information.</p>	<p>Each party has a duty to disclose to the USPTO information relevant to the USPTO's consideration of the patent application to avoid inequitable conduct that may preclude the enforcement of the resulting patent.</p>
<p>4.6 Party 1 shall not be in breach of this Agreement if it provides instructions to the Patent Attorneys in the absence of timely support or input requested from Party 2 and Party 1 may continue to provide instructions to the Patent Attorneys in relation to the Joint Registrations in the absence of such support or input.</p>	

<p>4.7 [If Party 2 receives any consideration for the licensing, disposal or otherwise relating to the Joint IP, Party 2 shall pay an amount equal to half of the amount expended by Party 1 under clause 4.1 from the Effective Date and thereafter the Parties shall each pay half of the fees payable under clause 4.1 (with Party 1 being permitted to deduct sums owed under this clause from sums received by Party 1) in relation to the Joint IP.]</p>	<p>This sort of wording needs to be reviewed carefully to ensure that it only catches the proceeds of commercialisation. Note also that those acting for Party 2 may wish to set an amount of consideration that will trigger the provisions of this clause; otherwise, a relatively small amount of money could lead to an expensive bill for Party 2.</p> <p>If one of the parties contributes more during the development phase, the parties may draft the commercialization provisions to address the parties' unequal development contributions. For example, a party that contributes more during the development phase could have these expenses offset by contributing less during the commercialization phase.</p>
<p>4.8 Each Party shall immediately inform the other Party if it becomes aware of any claim or potential claim relating in any way to the Joint IP, and shall provide to the other Party full details of the relevant claim.</p>	
<p>4.9 Party 1 shall be entitled to manage any defense or enforcement of the Joint Registrations and any other Joint IP and shall consult with Party 2 in respect of all material matters arising in the course of that work. Party 1 shall pay careful consideration to comments made by Party 2 but Party 1 shall not be obliged to comply with Party 2's wishes. Party 1 shall not be obliged to defend or to enforce the Joint IP, but if it is decided to do so and Party 2 agrees that it is necessary to defend or to enforce the Joint IP or if Party 1 is advised by Queen's Counsel (or a foreign equivalent) specializing in Intellectual Property ("QC") that the defense or enforcement has a good chance of success, then the expenses of such defense and enforcement shall be shared in the same manner as prosecution and maintenance expenses under clauses 4.1 and 4.2.</p>	<p>This has the potential to be one of the more difficult aspects to negotiate but in practice it is often the case that one party wants to manage and has the funds to do so whilst the other has neither the experience nor the funds to do the job and is therefore content to stand aside.</p> <p>QC: This is English terminology for a skilled and experienced trial attorney, who has official recognition as such.</p>

<p>4.10 If Party 1 decides not to defend or to enforce the Joint IP on the ground that the defense or enforcement does not stand a good chance of success and Party 2 disagrees with Party 1's assessment of the situation, the Parties shall seek the opinion of a QC (the identity of the QC to be agreed between the Parties and in default of agreement by the Chairman for the time being of the Bar Counsel (or relevant foreign equivalent)) as to whether the action would stand a good chance of success. If the QC advises that the action stands a good chance of success, Party 2 shall be entitled to commence litigation in its own name to defend or enforce the Joint IP, provided that Party 2 shall consult with Party 1 and keep Party 1 informed in all stages of the litigation and that Party 2 shall indemnify Party 1 in respect of all claims, demands, actions, liabilities and damages made by or awarded to any person and any associated costs and expenses that arise directly or indirectly from the litigation.</p>	<p>Note that the words preceding "success" are limiting.</p>
<p>4.11 If Party 1 decides to cease prosecuting or maintaining any of the Joint Registrations or to let them lapse, Party 1 shall first offer to assign to Party 2 the Joint Registrations that are the subject of that decision. All such offers shall be made in writing and shall be open for acceptance in writing by Party 2 for a period of 20 Business Days from the date of the Party 1's offer. If Party 2 accepts any such offer, Party 2 shall make all payments relating to the Joint Registrations that are the subject of the offer with effect from the date of the offer and Party 1 shall (at the cost of Party 2) execute all documents that Party 2 may reasonably require to effect the assignment. Immediately on assignment, Party 2 shall be deemed to have granted to Party 1 a perpetual, irrevocable, royalty-free, non-exclusive, worldwide license (with the right to grant sub-licenses) in all territories where the Joint Registrations may subsist for the duration of the rights licensed.</p>	<p>The obvious drawback of assigning the property is the potential for the property to create blocking IP, which is most likely to block the assignor if they are still working on the technology. A license back may therefore be crucial.</p>
<p>4.12 Each Party shall inform the other promptly in writing of any alleged infringement of the Joint IP of which it is aware and shall provide the other Party with any available evidence of the alleged infringement.</p>	
<p>5 EXERCISE OF RIGHTS UNDER THE JOINT IP</p>	
<p>5.1 Each Party may itself exercise all rights under the Joint IP but save as provided in clauses 5.2 and 5.3, neither party may grant a license under (or amend the terms of a license under), otherwise dispose of rights or encumber (including by way of charge) or do any other act in relation to any rights under Joint IP without the prior written consent of the other Party [which consent shall not be unreasonably withheld, conditioned or delayed]. [In the case of a license, a condition of consent may be the requirement for the other party to agree to the terms of the license].</p>	<p>One of the areas in which there is considerable territorial variation is the extent to which joint owners may exercise the jointly owned rights without the consent of the other, or may license or charge the rights without consent. In the UK it is not possible for a joint owner of copyright to exercise any of the jointly owned rights without a license from the other joint owner. Conversely, under US law, each joint owner of patent rights</p>

	<p>may exercise its rights independently without the consent of and without accounting to the other joint owner for any share of any resulting income (which is different from US copyright law where a joint copyright owner must account to the other joint owner).</p> <p>In this context it is crucial to decide whether the parties should be granted a "have made" license which allows them to engage contract manufacturers. If this is necessary, it should be stated expressly.</p>
<p>5.2 [Each Party shall be permitted to assign its rights in the Joint IP, its rights and obligations under this Agreement and its rights under any license of the Joint IP to a successor in title of [the whole of] its business, provided that the successor in title enters into a novation agreement under which the new owner assumes the obligations of the assignor under this Agreement.]</p>	<p>Whilst this may be highly contentious, it may be that an exception has to be made to clause 5.1, in which case the situation needs to be managed carefully so as to preserve the rights of the non-assigning party.</p> <p>It would be possible to provide an option for a joint owner to purchase before sale to a third party.</p>
<p>5.3 The Parties shall share all consideration received in respect of the Joint IP in equal shares, save as set out in clause 4.7 or as otherwise provided under this Agreement. Either Party may assign its right to receive consideration for the Joint IP to a third party without the consent of the other Party.</p>	
<p>5.4 Each Party shall receive all reports under licenses of the Joint IP and shall meet [state frequency and possibly venue] to discuss license management issues.</p>	
<p>5.5 Party 1 shall in its sole discretion decide whether to terminate any license of the Joint IP.</p>	<p>This may be controversial.</p>
<p>6 IMPROVEMENTS</p>	
<p>6.1 Each Party shall disclose to the other details of all Improvements to Joint IP that it may create or acquire for the duration of this Agreement in sufficient detail to allow the other Party to determine whether such Improvements should be Additional IP. Such disclosure shall be made within 28 days of making each Improvement to Joint IP.</p>	<p>As mentioned above, this sort of improvement provision will not be appropriate in all cases, more especially as it is wide and subject to the request from the other party it is automatic.</p>
<p>6.2 In addition to the details to be provided under clause 6.1, the Party creating an Improvement shall also provide all information that could affect the ownership of those Improvements, together with any supporting documentation.</p>	<p>This Agreement leaves open the possibility that either party might work with a third party, which might acquire rights. Similarly, it does not prohibit either party from using third party technology and adding to it; the other</p>

	party may not have a license to the additional technology. If either issue would be problematic, it needs to be dealt with specifically.
6.3 If the Party receiving notice under clause 6.1 determines that an Improvement should be Additional IP the Parties shall execute such documentation as may be necessary to transfer the relevant Intellectual Property into the joint names of the Parties in accordance with this Agreement.	
7 LIABILITY	
7.1 If either Party incurs liability arising from:	
7.1.1 the ownership of the Joint IP; or	
7.1.2 the licensing or other commercialization of the Joint IP, in circumstances where both Parties have agreed to the licensing or commercialization; that liability shall be shared equally between the parties, save that each Party shall be solely responsible in respect of any liability incurred solely as a result of that Party's default (or proportionately, to the extent that a proportion of the liability is attributable to its default).	
7.2 Each Party may set off any sums for which the other Party is liable under this clause 7 against moneys received under a license of the Joint IP.	
8 CONFIDENTIALITY	
8.1 Each Party shall at all times:	
8.1.1 keep Confidential Information in strictest confidence and not disclose it to any person without the prior written consent of the other Party or use or exploit the Confidential Information for its own purposes or those of any other person other than for: (i) the proper performance of its obligations under this Agreement; or (ii) the proper exercise of its rights under this Agreement and in each case subject to the terms of this clause 8;	
8.1.2 only make such records of the Confidential Information as are necessary for: (i) the proper performance of its obligations under this Agreement; or (ii) the proper exercise of its rights under this Agreement; and clearly mark all records as confidential provided that an omission to mark records as confidential does not mean that such records do not constitute Confidential Information; and	

8.1.3 take all necessary and proper security precautions to safeguard every part of the Confidential Information to prevent it from being disclosed or otherwise made available to any third party except as permitted by this Agreement.	
8.2 Each Party shall and shall procure that all its employees and agents (including sub-contractors) and any other third parties to whom they may disclose Confidential Information are subject to and shall comply with written obligations that are no less stringent than those set out in clause 8.1, which obligations they shall enforce.	
8.3 The undertakings in Clause 8.1 shall not apply to the extent that the Confidential Information:	
8.3.1 is in or enters the public domain through no default of the receiving Party or any person on their behalf, provided that this clause 8.3.1 shall only apply from the date that the Confidential Information enters the public domain;	
8.3.2 is received from a third party without similar obligations of confidence in circumstances where the third party did not obtain that information as a result of a breach of an obligation of confidence;	
8.3.3 is required to be disclosed by any applicable law or by order of any court of competent jurisdiction or any government body, agency or regulatory body, or by the rules of any regulated stock exchange, in each case to the extent of the required disclosure, provided that if a Party or any of its representatives reasonably believes it is required by law, or is otherwise so obliged, to disclose any Confidential Information that Party shall, to the extent practicable and permissible, provide the other Party with immediate written notice of such requirement or obligation, (together with, where permissible, a copy of any relevant access request, court order or other evidence giving rise to such belief) to enable the other Party to seek appropriate protective relief and/or to take other steps to resist or narrow the scope of any required disclosure. The Parties shall co-operate with respect to such matters and the Party that is required to make the disclosure shall in any event disclose only such Confidential Information as it has ascertained, after taking legal advice, it is legally compelled to disclose;	
8.3.4 is required to be disclosed to professional advisers where such disclosure is necessary or desirable in order for the professional adviser to provide advice or other services;	

8.3.5 because of its nature is not capable of protection as Confidential Information even if it remains secret.	This exception is not generally in use, but under English law it is well established that information that is trivial or obvious cannot be protected. In a noteworthy case, one party tried to use a confidentiality obligation to protect what was described as a list of common janitorial supplies and it was found that the list was not protectable.
9 WAIVERS AND REMEDIES	
9.1 Except as otherwise stated in this Agreement, the rights and remedies of each Party under this Agreement:	
9.1.1 are in addition to and not exclusive of any other rights or remedies under this Agreement or the general law; and	
9.1.2 may be waived only in writing and specifically.	
9.2 Delay in exercising or non-exercise of any right under this Agreement is not a waiver of that or any other right.	
9.3 Partial exercise of any right under this Agreement shall not preclude any further or other exercise of that right or any other right under this Agreement.	
9.4 Waiver of a breach of any term of this Agreement shall not operate as a waiver of breach of any other term or any subsequent breach of that term.	
10 SEVERANCE	
10.1 If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:	
10.1.1 the legality, validity or enforceability in that jurisdiction of any other provisions of this Agreement; or	
10.1.2 the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Agreement.	
10.2 Whilst the Parties consider the provisions contained in this Agreement reasonable, having taken independent legal advice, if any of the provisions are adjudged alone or together to be illegal, invalid or unenforceable, the Parties shall negotiate in good faith to modify any such provision(s) so that to the greatest extent possible they achieve the same effect as would have been achieved by the invalid or unenforceable provision(s).	

11 ENTIRE AGREEMENT	
11.1 This Agreement:	
11.1.1 constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement; and	
11.1.2 supersedes and extinguishes any prior drafts, agreements, undertakings, understandings, promises or conditions, whether oral or written, express or implied between the Parties relating to such subject matter.	
11.2 Each Party acknowledges to the other that it has not been induced to enter into this Agreement by nor has it relied upon any representation, promise, assurance, warranty or undertaking (whether in writing or not) by or on behalf of the other Party or any other person ("Representations") save for those contained in this Agreement. Accordingly, each of the Parties acknowledges and agrees that the only remedy available to it in respect of such Representations shall be for breach of contract under the terms of this Agreement.	
11.3 This clause 11 shall not exclude any liability which either Party would otherwise have to the other or any right which either of them may have to rescind this Agreement in respect of any statements made fraudulently by the other prior to the execution of this Agreement or any rights which either of them may have in respect of fraudulent concealment by the other.	
12 NO PARTNERSHIP/AGENCY	
Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the Parties and with the exception of the Party 1's rights and obligations under clauses 4, 5 and 15 nothing in this Agreement shall authorize either Party to act as agent for the other or to act in the name or on behalf of or otherwise to bind the other in any way.	
13 RIGHTS OF THIRD PARTIES	
A person who is not a Party has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any provision of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.	
14 NOTICES	

14.1 All notices between the Parties with respect to this Agreement shall be in writing and signed by or on behalf of the Party giving them.	
14.2 Any notice referred in clause 14.1, may be served:	
14.2.1 by delivering it by hand; or	
14.2.2 by post, being (i) (where the address of the relevant receiving Party is in the United Kingdom) first class pre-paid post (provided that a certificate of posting is obtained) registered and/or tracked postal service or courier, or (ii) (where the address of the relevant receiving Party is in a different country) air mail;	
to the address of the receiving Party set out at the beginning of this Agreement, or to such other address as the receiving Party may from time to time have notified the other Party in accordance with this clause 14.	
14.3 Notices shall be deemed to have been received:	
14.3.1 if delivered by hand or by courier within the United Kingdom, on the day of delivery;	
14.3.2 if sent by first class pre-paid post registered or tracked postal service within the United Kingdom, 2 Business Days after posting, exclusive of the day of posting; or	
14.3.3 if sent by air mail, 10 Business Days after posting, exclusive of the day of posting.	
14.4 In proving service:	
14.4.1 by delivery by hand, it shall be necessary only to produce a receipt for the notice signed by or on behalf of the addressee; or	
14.4.2 by post, it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant Party and delivered either to that address or into the custody of the postal authorities as a first class pre-paid post (and evidenced by a certificate of posting), pre-paid registered and/or tracked postal delivery, courier or airmail letter, in each case, as applicable under clause 14.2.2.	
15 FURTHER ASSURANCE AND POWER OF ATTORNEY	

15.1 Each Party shall at the request and cost of the other Party execute such documents and do all such acts and things as may be reasonably necessary for putting the terms of this Agreement into effect and co-operate fully with the other Party so that each Party may obtain the full benefit of this Agreement.	
15.2 [Party 2 appoints Party 1 to be his attorney to execute such documents and to do all such acts and things and generally to use its name for the purpose of putting this agreement into effect, provided that Party 1 has made reasonable attempts to contact Party 2 having due consideration of the timings for any official actions or steps that need to be taken in relation to the prosecution, maintenance or enforcement of the Joint IP. In favor of any third party, a certificate in writing signed by a director or secretary of Party 1 that any document or act falls within the authority conferred by this clause 15.2 shall be conclusive evidence that such is the case.]	This is potentially controversial but could be crucial if the other party cannot be contacted.
16 COUNTERPARTS	
16.1 This Agreement may be signed in any number of counterparts and by the Parties on separate counterparts, but shall not be effective until each Party has signed at least one counterpart.	
16.2 Each counterpart shall be treated as an original of this Agreement but all counterparts shall together constitute one and the same agreement.	
17 GOVERNING LAW	
This Agreement, and any issues or disputes arising out of or in connection with it (whether such disputes are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation, or otherwise) shall be governed by and construed in accordance with English law.	
18 JURISDICTION	
In relation to any legal action or proceedings (a) arising out of or in connection with this Agreement or its implementation or effect or (b) relating to any non-contractual obligations arising out of or in connection with this Agreement, each of the Parties irrevocably submits to the exclusive jurisdiction of the English courts and waives any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inappropriate forum.	In view of Brexit, for the time being it is advisable to use arbitration for international agreements involving the UK which are signed now. If and when the UK has acceded to the relevant treaties then it should be possible to go back to normal. It is possible to make other arrangements now, but they would most probably involve using a mechanism for agreeing an exclusive jurisdiction clause in future as the UK would not be part of the necessary treaty at the date of

	signature. The UK cannot accede to the necessary treaties until it has left the EU.
EXECUTED as a deed by the Parties or their duly authorised representatives and delivered on the date of this deed.	
By: []	By: []
Printed Name:	Printed Name:
Signature:	Signature:
Title:	Title:
Date:	Date:

SCHEDULE 1

Part 1

Initial Joint IP

Part 2

[]