

ASSIGNMENT OF INTELLECTUAL PROPERTY

This assignment is made on the date of the last signature below between:

1. R & A Information Systems a company incorporated in England and Wales with registered number 02254852 whose registered office is at [REDACTED] (the **Assignor**)
2. Environment Agency of, [REDACTED] (the **Assignee**).

BACKGROUND

- A. The Assignor owns the Intellectual Property Rights in the Assigned Rights (as defined below).
- B. The Assignor has agreed to assign to the Assignee the Assigned Rights on the terms in this Agreement.

Meanings

1. In this Agreement the following words are defined:

Agreement	the agreement set out in this document including the Schedule 1 and any agreed amendments from time to time;
Assigned Rights	all Intellectual Property Rights embodied in the works and materials specified in the Schedule 1;
Confidential Information	information (however recorded or preserved) acquired by a party under the Agreement which is confidential to the other party because it: a. concerns its business, affairs, customers, clients, suppliers, plans, intentions, market opportunities, operations, processes, product information, know-how, designs, trade secrets or software; or b. has been developed by the other party under the Agreement;
Intellectual Property Rights	all intellectual property rights wherever in the world, whether registrable or unregistrable, and whether registered or unregistered (including any application or right of application for such rights) and including copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs;

Schedule	the Schedule 1 to this Agreement;
Working Day	any day other than a Saturday, Sunday or public holiday in England and Wales.

Interpretation

2. In the Agreement, unless the opposite is clear from the context:
 - a. all singular words include plural ones and vice versa;
 - b. all references to paragraphs, schedules or appendices are to the ones in the Agreement;
 - c. all references to a person include firms, companies, government entities, trusts and partnerships;
 - d. the term "including" does not exclude anything not listed;
 - e. all references to statutory provisions include any changes to those provisions;
 - f. the headings are not part of the Agreement.

Assignment

3. In consideration of the sum of [REDACTED] receipt of which the Assignor now acknowledges, the Assignor hereby irrevocably assigns to the Assignee with full title guarantee all the Assigned Rights.
4. The Assigned Rights are assigned for the whole term of such rights together with all reversions, revivals, extensions and renewals.
5. The rights assigned to the Assignee under paragraph 3 above include the right to bring proceedings in respect of, and recover any damages or benefit from any other remedies in respect of, any infringement of the Assigned Rights whether occurring before, during or after the date of this Agreement.

Moral rights

6. The Assignor waives all its moral rights in the works and materials specified in Part B of the Schedule 1 to the maximum extent permitted by applicable law and warrants that all other moral rights in such works and materials have been waived to the maximum extent permitted by applicable law.

Warranties

7. The Assignor warrants to the Assignee that:
 - a. it has the legal right and authority to enter into and perform its obligations under this Agreement;
 - b. it is the sole owner of all right, title and interest in the Assigned Rights;
 - c. it has not licensed or assigned any of the Assigned Rights;
 - d. to the extent that the Assigned Rights are registered Intellectual Property Rights, such registrations have been maintained and all renewal fees paid to the date of this Agreement;
 - e. it is unaware of any infringement or likely infringement of any of the Assigned Rights;

- f. so far as it is aware, all the Assigned Rights are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Assigned Rights;
 - g. so far as it is aware, exploitation of the Assigned Rights will not infringe the rights of any third party;
 - h. the Assignee shall enjoy quiet possession of the Assigned Rights and Assignor shall not do anything that will materially interfere with the Assigned Rights.
- 8. All of the parties' liabilities and obligations relating to this Agreement are expressly contained in it. To the maximum extent permitted by applicable law, no other terms concerning the subject matter of this Agreement are implied into this Agreement or any related contract.

Further assurance

- 9. The Assignor agrees to execute (and arrange for the execution of) any documents and do (and arrange for the doing of) any things reasonably within the Assignor's power, which are reasonably necessary to:
 - a. enable the Assignee to exercise and enjoy its rights under this Agreement;
 - b. vest in the Assignee the rights specified in paragraph 3; and
 - c. if applicable, register the Assignee's title in those rights with the relevant intellectual property office or registry.
- 10. The Assignor agrees to provide at the cost and expense of the Assignee reasonable assistance to the Assignee in connection with any legal proceedings relating to the Assigned Rights brought by or against the Assignee.

Indemnity

- 11. The Assignor will indemnify the Assignee and undertakes to keep the Assignee indemnified against any and all damages, liabilities, losses, costs and expenses (including legal expenses and amounts paid in settlement of claims upon legal advice) arising out of or as a result of any breach by the Assignor of any of the warranties contained in the above section entitled Warranties.

General

- 12. This Agreement contains the whole agreement between the parties relating to its subject matter and supersedes all prior discussions, arrangements or agreements that might have taken place in relation to the subject matter of this Agreement. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.
- 13. The Assignor may not assign, transfer, sub-contract or otherwise make over to any third party the benefit and/or burden of the Agreement without the prior written consent (not to be unreasonably withheld) of the Assignee.
- 14. No variation of the Agreement will be valid or binding unless it is recorded in writing and signed by or on behalf of both parties.
- 15. The Contracts (Rights of Third Parties) Act 1999 does not apply to the Agreement and no third party has any right to enforce or rely on any provision of the Agreement.

16. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
17. A provision which, by its intent or terms, is meant to survive the termination of the Agreement will do so.
18. If any court or competent authority finds that any provision (or part) of the Agreement is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Agreement will not be affected.
19. Unless specifically provided by the parties, nothing in the Agreement will establish any partnership or joint venture between the parties, or mean that one party becomes the agent of the other party, nor does the Agreement authorise any party to enter into any commitments for or on behalf of the other party.
20. Any notice (other than in legal proceedings) to be delivered under the Agreement must be in writing and delivered by pre-paid first class post to or left by hand delivery at the other party's registered address or place of business, or sent by fax to its main fax number, or sent by email to its email address as notified to the sending party. Notices:
 - a. sent by post will be deemed to have been received, where posted from and to addresses in the United Kingdom, on the second Working Day and, where posted from or to addresses outside the United Kingdom, on the tenth Working Day following the date of posting;
 - b. delivered by hand will be deemed to have been received at the time the notice is left at the proper address; and
 - c. sent by fax will be deemed to have been received on the next Working Day after transmission;
 - d. sent by email will be deemed to have been received on receipt of confirmation of receipt from the
21. Invoices will be sent to [REDACTED]
[REDACTED] a copy of the invoice to:
[REDACTED]. Payment will be made via [REDACTED]

Confidentiality

21. Each party will only use Confidential Information to perform its obligations under the Agreement and will not cause or allow the information to be disclosed except:
 - a. where required by law, court order or any governmental or regulatory body;
 - b. to any of its employees, officers, sub-contractors, representatives or advisers who need to know the information in order to discharge its obligations under the Agreement and agree only to use the information for that purpose and not to cause or allow disclosure of that information;
 - c. where the information has become generally available to the public (other than as a result of disclosure in breach of the Agreement by the party or any of its employees, officers, representatives or advisers);
 - d. where the information was available or known to it on a non-confidential basis before being disclosed under the Agreement; or.
 - e. where the information was developed by or for it independently of the Agreement and is received by persons who are not the disclosing party.

Governing law and jurisdiction

22. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

The parties have signed this Agreement the date(s) below:

Signed:



for and on behalf of R & A Information Systems

Dated:



The Schedule 1

Assigned Rights (Works and materials)

1. Full recognition that all Intellectual Property for both REGIS and WABS is now fully owned by DEFRA and no further rights for either service is retained by R&A Software (Systems) Ltd.
2. Technical documentation to include;
 - a. Entity relationship diagrams
 - b. Process flows
 - c. Screen designs (generic description)
 - d. Code design (generic description)
3. Transfer of data for both REGIS and WABS
4. Limited time support for any clarifications/questions related to IPR (suggest 2 weeks)
5. Details of current support requests, issues and development activities.