

INTELLECTUAL PROPERTY TRANSFER AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, ____ (the "Effective Date").

BETWEEN:

[PURCHASER]
[address]
(the "Purchaser")

OF THE FIRST PART

- and -

[VENDOR]
[address]
(the "Vendor")

OF THE SECOND PART

WHEREAS:

- A. Vendor is the inventor and owner of the Transferred Assets, as defined herein;
- B. Vendor desires to sell, assign, and transfer to Purchaser, and Purchaser desires to purchase and acquire from Vendor the Transferred Assets, subject to the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE I - INTERPRETATION

1.1 Definitions

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

- (a) "Agreement" means this Agreement including the Schedules hereto, and all amendments made hereto by written agreement between the Vendor and the Purchaser.
- (b) "Business Day" means a calendar day excluding Saturdays, Sundays and statutory holidays in [jurisdiction].
- (c) "Closing" has the meaning set out in Section 2.5.
- (d) "Confidential Information" means confidential, secret, or proprietary information of Vendor related to the Transferred Assets, whether it is embodied within the Transferred Assets or not, including [technical, scientific, medical, etc] and other information of Vendor pertaining directly or indirectly to the subject matter of this Agreement.
- (e) "Effective Date" means the date of this Agreement first mentioned.
- (f) "First Milestone" has the meaning as specified in Schedule B.
- (g) "Intellectual Property" means all rights to the Invention, technology, trade secrets, patents and patents application throughout the world, copyrights, and trade-marks, as specified in Schedule A, which form part of the Transferred Assets.

- (h) "Invention" means the Invention described in Schedule A, which the Vendor invented and which is [description of invention].
- (i) "Know-How" means the accumulated knowledge, experience, data, secret processes, formulae, techniques, procedures, studies, test results, programs, designs, drawings, diagrams, technical specifications, descriptions, and other written or printed information of and in possession of or under the control of Vendor and pertaining to the Invention, regardless of form or format.
- (j) "Milestones" are the specific events listed in Schedule B.
- (k) "Parties" means the Purchaser and the Vendor.
- (l) "Purchase Price" has the meaning set out in Section 2.2.
- (m) "Second Milestone" has the meaning as specified in Schedule B.
- (n) "Territory" means worldwide.
- (o) "Transferred Assets" means the Invention, Intellectual Property, Know-How, Work In Progress and all proprietary rights thereof, listed in Schedule A of this Agreement, which are the subject of this Agreement.
- (p) "Work In Progress" means all prototypes, drawings and materials related to the Invention.

1.2 Headings

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.

1.3 Extended Meanings

In this Agreement words importing the singular number only include the plural and vice versa, words importing any gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.