

THIS **COPYRIGHT ASSIGNMENT AGREEMENT ("Agreement")** is entered into on

BETWEEN

(1) whose principal place of business is at (the "**Assignor**")

(2) whose principal place of business is at (the "**Assignee**")

WHEREAS

(A) The Assignor has created a work in which copyright subsists entitled brief particulars of which are set out in Schedule I ("Work"). The Work was created on the instructions of the Assignee.

(A) The Assignor has created a work in which copyright subsists entitled brief particulars of which are set out in Schedule 1 and the Assignor is the legal and beneficial owner of the copyright.

(B) The Assignor has agreed to assign to the Assignee its entire right, title and interest to and in the Work in accordance with the terms and conditions of the Agreement.

Now IT IS AGREED AS follows:

1. Interpretation

1.1 In this Agreement, unless the context otherwise requires:

(a) singular includes plural and plural includes singular;

(b) words of one gender include any gender;

(c) reference to legislation includes any amendment to it, any legislation substituted for it and any statutory instruments issued under it and in force;

(d) reference to a person includes a corporation, a firm and any other entity;

(e) reference to a party includes that party's personal representatives, successors and assigns; and

(f) headings do not affect interpretation.

2. Assignment

2.1 The Assignor irrevocably and absolutely assign, transfer and conveys to the Assignee its entire rights, title and interests :

(a) to and in the Work and in and to any copyright on the Work granted in and throughout the world free from all mortgages, charges and other security interests

(b) to any and all preliminary drafts, earlier versions of the Work and/or derivative works arising from the Work referred to herein, and

(c) in the Work of whatever nature, whether now known or created in the future, to which the Assignor is now, or at any time after the date of this agreement may be entitled by virtue of the applicable laws,

in each case for the whole term including any renewals, reversions, revivals and extensions and together with all related rights and powers arising or accrued, including the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of these assigned rights, whether occurring before, on or after the date of this agreement.

2.2 The assignment takes effect as of the date of this Agreement.

2.3 The Assignor, being the sole author of the Work, expressly reserves all his moral rights associated with the Work, including but not limited to the Assignor's right to be identified as the author of the Work, so far as is legally possible, any broadly equivalent rights he may have in any territory of the world.

2.3 The Assignor unconditionally waives all moral rights the Assignor may have in respect of the Work and, so far as is legally possible, any broadly equivalent rights he may have in any territory of the world.

3. Consideration

3.1 In consideration of the assignment under this Agreement, the Assignee will pay the sum of and the receipt of which the Assignor hereby acknowledges.

4. Warranties

4.1 The Assignor warrants to the Assignee that:

(a) it has the power to enter into and perform its obligations under this Agreement;

(b) the Work is its original work and has not been copied wholly or substantially from any other work or material or any other source;

(c) it has obtained all necessary approvals and consents to authorise its entry into and performance of the Agreement and the Work qualify for the copyright protection under the applicable laws;

(d) the rights in the Work assigned under clause 2 are assigned free from all mortgages, charges and other security interests;

(e) it is the sole author of the Work and the Work has not been created in the course of employment;

(f) its obligations under this Agreement are valid and binding in accordance with the terms;

(e) it has not assigned, licensed or otherwise disposed of all of or any interest in any of the Work to any person other than the Assignee;

(f) the exploitation of the rights assigned by this agreement will not infringe the rights of any third party;

(g) the Work is not defamatory or indecent; and

(h) as far as they are aware, there has not been any:

- infringement by any person of the Work;
- any misuse or unauthorised disclosure of the confidential information relating to the Work; and
- any other act which affects the validity or enforceability of the Work.

5. Further Assurances

5.1 The Assignor agrees to perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) all such further documents as may be required by law or as may be necessary or reasonably desirable to implement and/or give effect to this Agreement, and as the Assignee may, from time to time, reasonably request for the purpose of implementing this Agreement.

6. Costs and Duties

6.1 Each party must pay their own costs in respect of the negotiation, preparation and execution of this Agreement and any document contemplated by this Agreement.

6.2 The Assignee must pay any stamp duty payable in respect of this Agreement.

6.3 The parties acknowledge and agree that any amounts of consideration payable in respect of a taxable supply made under this Agreement have been calculated without regard to any goods and services, sales or value added tax.

7. Severability

7.1 If and to the extent that any provision of this Agreement is held to be illegal, void or unenforceable, such provision shall be given no effect and shall be deemed not to be included in this Agreement but without invalidating any of the remaining provisions of this Agreement. The Parties shall meet to negotiate in good faith to agree a valid, binding and enforceable substitute provision or provisions, (if necessary with reconsideration of other terms of this Agreement not so affected) so as to re-establish an appropriate balance of the commercial interests of the Parties.

8. Amendment

8.1 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of the parties to it.

8.2 Unless expressly agreed, no variation shall constitute a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under or pursuant to this Agreement which have already accrued up to the date of variation, and the rights and obligations of the Parties under or pursuant to this Agreement shall remain in full force and effect, except and only to the extent that they are so varied.

9. Entire Agreement

9.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

9.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in this agreement.

10. Governing Law

10.1 A person who is not a party to this Agreement shall have no right to enforce any of its terms.

10.2 This Agreement and the relationship between the parties hereto shall be governed by, and interpreted in accordance with the laws of Hong Kong Special Administrative Region.

11. Dispute Resolution

11.1 Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Hong Kong Special Administrative Region (and any court of appeal) and waives any right to object to an action being brought in those courts, including on the basis of an inconvenient forum or those courts not having jurisdiction.

12. Notices and service

12.1 Any notice so served by hand, e-mail or post shall be deemed to have been duly given:

- in the case of delivery by hand, when delivered;
- in the case of fax or electronic mail on a Business Day prior to 5.00 pm, at the time of receipt ;
- in the case of prepaid recorded delivery, special delivery or registered post, at 10am on the second business day following the date of posting;

provided that in each case where delivery by hand or by e-mail occurs after 5pm on a Business Day or on a day which is not a Business Day, service shall be deemed to occur at 9am on the next following Business Day. References to time in this clause are to local time in the country of the addressee.

12.2 The addresses of the Parties for the purpose of clause 12.1 are as follows:

Assignor

Address:

E-mail:

For the attention of:

Assignee

Address:

E-mail:

For the attention of:

13. Counterparts

13.1 This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which is an original but all of which together constitute one and the same instrument.

14. No Rights Under Contracts (Rights of Third Parties) Ordinance

14.1 A person who is not a party to the Agreement shall have no right under the Contracts (Rights of Third Parties) Ordinance to enforce any of its terms.

As witness this Agreement has been signed by the duly authorised representatives of the parties the day and year above written.

SCHEDULE 1
Description of Work