This Assignment is dated [Date]

**PARTIES**

(1) The Assignor.

|  |  |
| --- | --- |
| Full Company Name (incorporated in England and Wales)  | Company Number |
|  |  |
| Registered Office |  |
|  |

(2) The Assignee is the Secretary of State.

**SCHEDULE**

The proposed apprenticeship standards are:

* Embedded Systems Development Engineer

**BACKGROUND**

* The Assignors jointly own the copyright in the Works.
* The Assignor and Assignee acknowledge that the Assignor may create Future Works (as defined below).
* The Assignor has agreed to assign to the Assignee all copyright in the Works and the Future Works on the terms set out in this agreement.

**AGREED TERMS**

**1. DEFINITIONS**

**“Works”** means the works described in the Schedule. (The schedule forms part of this agreement and has effect as if set out in the body of the agreement.)

**“Future Works”** means any modification, adaptation, revision or amendment to any of the Works.

**2. ASSIGNMENT**

In consideration of the sum of £1.00 (receipt of which the Assignors expressly acknowledge), the Assignors assign to the Assignee absolutely the following rights throughout the world:

the entire copyright and all other rights in the nature of copyright subsisting in the Works and the Future Works; and

all other rights in the Works and the Future Works of whatever nature, whether now known or created in the future, to which the Assignors are now, or at any time after the date of this agreement may be, entitled by virtue of the laws in force in the United Kingdom and in any other part of the world,

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 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.

**3. MORAL RIGHTS**

The Assignors waive their moral rights arising under the Copyright, Designs and Patents Act 1988 and, so far as is legally possible, any broadly equivalent rights they may have in any territory of the world.

**4. VARIATION**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**5. SEVERANCE**

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it is to be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision is to be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause does not affect the validity and enforceability of the rest of this agreement.

**6. GOVERNING LAW**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of England and Wales.

**7. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Assignor

Signed by [Name]

for and on behalf of [Company Name]

.......................................

[Job Title]