

SAMPLE AGREEMENT

THIS AGREEMENT is dated [DATE]

PARTIES

1. [CREATIVE'S NAME] whose address is [CREATIVE'S ADDRESS] (the "Creative").
2. [CLIENT'S NAME] incorporated and registered in [COUNTRY] with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (the "Client").

BACKGROUND

1. The Creative has created the idea (and materials related thereto) with reference number [REFERENCE NUMBER] (the "Idea") which is hosted by BriefingRoom and which may be viewed at [URL].
2. In terms of the BriefingRoom Creative Terms and Conditions and the BriefingRoom Client Terms and Conditions respectively (terms used herein have the same meaning unless otherwise provided as in the said Terms and Conditions which may each be viewed at [URL]), the Creative has undertaken to assign to the Client all right, title and interest in and to the Idea, in return for which the Client has undertaken to pay to the Creative (via BriefingRoom acting as collecting agent) the Prize Money as specified in the brief with reference number [REFERENCE NUMBER] (the "Brief") which is hosted by BriefingRoom and which may be viewed at [URL].

AGREED TERMS

1. INTERPRETATION

1. The definition in this clause applies in this agreement. Intellectual Property Rights: copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill, rights of use or exploitation, or to sue for passing off, unfair competition rights, rights in designs, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.
2. A reference to one gender in this agreement is a reference to all genders.

2. **ASSIGNMENT** The Creative hereby assigns to the Client with full title guarantee all right, title and interest (including for the avoidance of doubt

all Intellectual Property Rights) in and to the Idea, in consideration of which the Client agrees to pay the Prize Money to BriefingRoom (acting as collection agent for the Creative in terms of the Creative Terms and Conditions) in accordance with the Client Terms and Conditions.

3. PROCEEDINGS

1. The Creative agrees and undertakes to provide to the Client (at its request):
 1. and at the Client's expense, all source material, plans, copy, files and any other relevant documentation relating to the Idea; and
 2. all reasonable assistance with any proceedings which may be brought by or against the Client against or by any third party relating to the rights assigned by this agreement.

4. WARRANTIES The Creative warrants that, at the date of this agreement:

1. the Idea represents his original work, and has not been copied wholly or substantially from any other source, and that the use by the Client of the rights assigned to it will not infringe the rights of any third party;
2. he is the sole owner of all right, title and interest (including for the avoidance of doubt all Intellectual Property Rights) in and to the Idea;
3. he has not licensed, assigned or otherwise encumbered any of his rights in the Idea to any third party in any part of the world; and
4. the Idea does not infringe the statutory or common law rights of any third party in any part of the world.

5. FURTHER ASSURANCE The Creative shall at the cost and expense of the Client do or procure to be done all such further acts and things, and execute or procure the execution of all such other documents, as the Client may from time to time reasonably require in order to give the Client the full benefit of this agreement, whether in connection with any registration of title or other similar right or otherwise.

6. INDEMNITY The Creative shall indemnify the Client against all and any loss (excluding indirect losses), damages (excluding special damages) or costs sustained by the Client arising out of any breach by the Creative of any of its warranties under this agreement. At the request of the Client, the Creative shall provide all reasonable assistance to enable the Client to resist any claim, action or proceedings brought against the Client as a consequence of that breach.

7. WAIVER OF MORAL RIGHTS The Creative, being the sole author of the Idea, waives absolutely any moral rights (including but not limited to the right of integrity, the right of paternity and all other rights of authors of copyright

works customarily referred to as "moral rights" throughout the world) that he might have with regard to the Idea howsoever arising and, so far as is legally possible, any broadly equivalent rights he may have in any territory of the world.

8. GOVERNING LAW AND JURISDICTION

1. This agreement shall be governed by and construed in accordance with Belgian law.
2. Each party irrevocably agrees to submit to the exclusive jurisdiction of the magistrates' courts of Belgium over any claim or matter arising under or in connection with this agreement.

9. MISCELLANEOUS

1. If any provision of this agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
2. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
3. Neither party shall make, or permit any person to make, any public announcement concerning this agreement or disclose any confidential information pertaining to this agreement and the subject matter that it governs without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed) except as required by law or any governmental or regulatory authority (including, without limitation, any relevant securities exchange) or by any court or other authority of competent jurisdiction.
4. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

10. **COUNTERPARTS** This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

This agreement has been entered into on the date stated at the beginning of it.

Signed by [CREATIVE'S NAME]	
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Signed by [NAME OF AUTHORISED REPRESENTATIVE] for and on behalf of [CLIENT]

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