

Before you sign an intellectual property (IP) contract

Use this checklist to make sure you understand an IP contract and the consequences of signing it.

Be sure to seek help from a legal professional if you are uncertain or have questions.

✓	Considerations
<input type="checkbox"/>	Is this a transfer of rights (an assignment) or merely a permission to use (a licence)?
<input type="checkbox"/>	If this is a licence, is it exclusive or non-exclusive?
<input type="checkbox"/>	Do you understand the scope of the rights being granted? Is it all IP rights in the creation/invention, or only some?
<input type="checkbox"/>	If the agreement is for a licence, does the licensee have the right to sub-licence? (This is the right to grant permission to other people to use the rights granted to the licensee).
<input type="checkbox"/>	Have any conditions or restrictions been placed on the grant of rights?
<input type="checkbox"/>	What is the term of the grant (how long is it for)?
<input type="checkbox"/>	If you are receiving the rights, is the grant long enough to allow you to do what you need to with the IP?
<input type="checkbox"/>	If you are granting the rights, beware of terms like 'perpetual' or 'in perpetuity', which means forever.
<input type="checkbox"/>	What is the territory of the grant? Is it appropriate for what the parties need to achieve?
<input type="checkbox"/>	Many modern licences provide for worldwide rights. This may be necessary for online use.
<input type="checkbox"/>	Are you being asked to make any warranties, and are you comfortable making them?
<input type="checkbox"/>	What law applies to this agreement? Does that law make sense for you?
<input type="checkbox"/>	What consideration is being provided for the grant of IP rights? Is that consideration fair?
<input type="checkbox"/>	What happens if something goes wrong?
<input type="checkbox"/>	Are the expectations on all parties clear?
<input type="checkbox"/>	Are there provisions for terminating the contract early?
<input type="checkbox"/>	Are there remedies if one of the parties does not fulfil their side of the agreement?
<input type="checkbox"/>	Is the licence revocable?
<input type="checkbox"/>	Is anything missing from the agreement that you should speak about with the other party before signing?

Important note: This is not a complete list.

Further information: Contact your state's Law Society for assistance if you need a referral to an affordable law firm. The Arts Law Centre of Australia (<https://www.artslaw.com.au/>) offers free or low-cost legal advice for creators who need help managing their IP rights.