

Advisor Agreement with IP Assignment (India)

Advisory services, IP assignment, confidentiality, and equity vesting for startup advisors

HOW TO USE THIS TEMPLATE

1.	Execute with EVERY advisor BEFORE they contribute any work or receive any equity.
2.	IP assignment must cover ALL deliverables, presentations, and contributions.
3.	Typical advisory equity: 0.1% to 1% over 12 to 24 months with a cliff.
4.	Define advisory services specifically in Schedule 1 — vague agreements create disputes.
5.	Ensure conflict of interest is disclosed before engaging.

PARTIES

Company — Full Legal Name	[Company full legal name and CIN]
Company — Address	[Registered office address]
Advisor — Full Legal Name	[Advisor's full legal name]
Advisor — PAN	[PAN Number]
Advisor — Domain of Expertise	[IP law / fundraising / technology / marketing / operations / other]
Advisor — Address	[Address]
Advisory Equity	[No. shares / No. ESOP options]
Cliff	[3 / 6] months from Effective Date
Vesting Period	[12 / 18 / 24] months from Effective Date
Effective Date	[DD Month YYYY]

1. DEFINITIONS

"**Advisory Services**" means the specific services described in Schedule 1.

"**Background IP**" means all IP owned or licensed by the Advisor prior to the Effective Date, including pre-existing methodologies, frameworks, tools, templates, and know-how.

"**Deliverables**" means all output, analyses, recommendations, reports, presentations, frameworks, models, and other work product created by the Advisor specifically for the Company.

"**Foreground IP**" means all Intellectual Property Rights in the Deliverables and all inventions, improvements, and developments created in the course of Advisory Services.

"**Confidential Information**" means all non-public information about the Company's business, technology, customers, financials, and strategies.

2. ADVISORY SERVICES

2.1 Scope. The Advisor shall provide the Advisory Services in Schedule 1 on a non-exclusive, part-time basis, applying their professional expertise and best judgment.

2.2 Time Commitment. The Advisor shall devote approximately [X hours per month], including attendance at [monthly / quarterly] advisory meetings.

2.3 Standard of Care. The Advisor shall perform all services with reasonable skill, care, and diligence consistent with professional standards in their domain.

2.4 No Guarantee. Advisory services represent the Advisor's professional opinion and judgment. Outcomes and results cannot be guaranteed.

2.5 Reporting. The Advisor shall keep the Company's CEO informed of advisory activities and provide written summaries of significant recommendations when requested.

3. INTELLECTUAL PROPERTY

3.1 Assignment of Foreground IP. The Advisor hereby assigns to the Company all right, title, and interest in and to all Foreground IP, as a present assignment of future rights effective upon creation of each item of Foreground IP.

3.2 Deliverables Belong to Company. All Deliverables are created for and owned exclusively by the Company from creation. The Advisor has no right to use, publish, or create derivatives from any Deliverable without written consent.

3.3 Background IP Licence. Background IP remains the Advisor's property. Where incorporated in Deliverables, the Advisor grants the Company a perpetual, worldwide, royalty-free, non-exclusive, sublicensable licence to use it as incorporated. This licence survives termination.

3.4 Moral Rights Waiver. The Advisor irrevocably waives all moral rights in all Foreground IP and Deliverables in favour of the Company.

3.5 Warranties. The Advisor warrants: (a) Deliverables will be original and not infringe third-party rights; (b) no additional licences are needed beyond Background IP; (c) the Advisor has full authority to make this assignment; and (d) no third-party trade secrets are incorporated.

3.6 Cooperation. The Advisor shall execute all documents needed to perfect, register, and enforce the Foreground IP rights assigned herein.

4. EQUITY COMPENSATION

4.1 Grant. In consideration for Advisory Services and the IP assignment, the Company shall grant the equity specified in the Parties section. The grant shall be documented in a separate ESOP grant letter or board resolution.

4.2 Vesting Conditions. Equity vests only while the Advisor provides services and complies with all Agreement obligations. Unvested equity lapses immediately on termination.

4.3 No Cash Compensation. Unless separately agreed in writing, the equity grant is the sole compensation. No salary, fees, or other compensation unless specifically documented.

5. CONFIDENTIALITY

5.1 During the engagement and for three (3) years thereafter (indefinitely for trade secrets), the Advisor shall: (a) maintain all Confidential Information in strict confidence; (b) not disclose it to any third party; (c) use it only for Advisory Services; and (d) not use it for any other company, client, or portfolio company.

5.2 No Reference Without Consent. The Advisor shall not identify the Company as a client or reference the engagement publicly without prior written consent.

6. NON-SOLICITATION AND CONFLICTS

6.1 Non-Solicitation. During the term and for twelve (12) months after, the Advisor shall not solicit any employee, contractor, or customer of the Company with whom they had contact in the course of the engagement.

6.2 Conflicts. The Advisor shall disclose any existing or anticipated conflict of interest, including advisory roles with competitors, before accepting and promptly on becoming aware of any conflict during the engagement.

6.3 Independent Status. The Advisor is an independent professional, not an employee, partner, or agent. The Advisor has no authority to bind the Company in any transaction or commitment.

7. TERM AND TERMINATION

Initial Term	[12 / 24] months from Effective Date
Termination Notice	[30] days written notice by either Party
Effect of Termination	Unvested equity lapses; IP assignment survives; confidentiality survives

7.1 Either Party may terminate by giving the notice above. On termination, unvested equity lapses, the Advisor returns all Confidential Information, and all IP assignment obligations remain in full force.

8. GENERAL PROVISIONS

8.1 Governing Law. Governed by the laws of India. Disputes before courts of [City].

8.2 Entire Agreement. This Agreement and any ESOP grant letter constitute the complete agreement.

8.3 Amendment. Amendments require written consent.

8.4 Stamp Duty. Execute on appropriate non-judicial stamp paper.

SCHEDULE 1 — ADVISORY SERVICES

Define the specific advisory services clearly:

Domain of Advisory Services	[IP strategy / investor relations / technology / marketing / regulatory / financial management]
Specific Services (list 3-6)	[1. Review and advise on patent filing strategy 2. Investor introductions 3. Review product-market fit 4. Monthly advisory call with founders 5. Review pitch deck and investor materials]
Expected Deliverables	[List any specific deliverables — reports, frameworks, introductions]
Meeting Frequency	[Monthly 1-hour call / Quarterly meeting / As needed]
Time Commitment	[Approximately X hours per month]

EXECUTION

COMPANY	ADVISOR
[Company Full Legal Name]	[Advisor Full Legal Name]
Authorised Signatory: _____	Signature: _____
Name: _____	PAN: _____
Date: _____	Date: _____
Place: _____	Place: _____

IMPORTANT NOTE

Equity grants to advisors must comply with applicable SEBI ESOP regulations and Companies Act provisions. Document the grant in a separate board resolution or ESOP grant letter. Template only — not legal advice.

ADVISORY BOARD GOVERNANCE AND COMPLIANCE

9.1 Advisory Board Structure. The Advisor may be appointed to a formal Advisory Board if the Company establishes one. Membership does not confer any directorship, voting rights, fiduciary duties, or authority to bind the Company. Advisory Board members provide guidance and recommendations; all decisions remain with the Board of Directors and the executive team.

9.2 Advisor Code of Conduct. The Advisor shall at all times: (a) act with integrity and in the Company's best interests when providing Advisory Services; (b) disclose promptly any material conflict of interest including new advisory roles with competitors or new investment in competing companies; (c) not use the advisory position to gain personal advantage or benefit any third party at the Company's expense; (d) not make any public statement or social media post about the Company without prior written approval; and (e) maintain the confidentiality of all Board discussions, strategic plans, and investor information shared in the course of Advisory Services.

9.3 Equity Regulatory Compliance. The equity grant shall be implemented in compliance with the Companies Act 2013 and applicable SEBI regulations including the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations 2021. The Company shall obtain any necessary Board or shareholder approvals before issuance. The Advisor is responsible for their own tax obligations arising from the equity grant, including any perquisite tax on exercise of options or allotment of shares.

9.4 Successor Advisor Handover. On termination of this Agreement, the Advisor shall cooperate in a reasonable handover period of up to [30] days, sharing all relevant background, context, and ongoing work with any successor advisor or employee. This obligation is not separately compensated unless otherwise agreed in writing.

9.5 Relationship with Other Advisors. The Advisor acknowledges that the Company may engage other advisors in the same or overlapping domains. The Advisor shall cooperate with other advisors as needed for the benefit of the Company, shall not take any action that undermines the work of other advisors, and shall refer to the CEO any situation where the Advisor believes the advice of different advisors is inconsistent or potentially in conflict.