

Early Contributor Agreement (India)

IP assignment and confidentiality for informal early-stage contributors to a startup

HOW TO USE THIS TEMPLATE

1. For people contributing work BEFORE formal employment or equity arrangements.
2. Covers unpaid contributors, friends helping build the MVP, part-time helpers.
3. Ensures IP ownership is clean for ALL early-stage informal contributions.
4. Convert to a formal employment or contractor agreement when the engagement formalises.
5. Specify exactly what the contributor is building — vague descriptions cause disputes.

PARTIES

Company / Founder (if pre-incorporation)	[Company full legal name / Founder full name if pre-incorporation]
CIN (if incorporated)	[CIN or 'Pre-incorporation']
Address	[Registered / correspondence address]
Contributor — Full Name	[Contributor full legal name]
Contributor — PAN	[PAN Number]
Contributor — Address	[Residential address]
Nature of Contribution	[Software development / UI/UX design / Content / Research / Marketing / Other]
Specific Work	[Detailed description of the specific work, features, or modules to be built]
Expected Duration	[X weeks / X months / 'Until formal agreement']
Consideration	[Deferred equity of [X]% subject to formal agreement / Rs.[X] deferred / No monetary consideration]
Date of Agreement	[DD Month YYYY]

1. NATURE AND SCOPE

1.1 The Contributor agrees to contribute the work described above (the "**Contribution**") on a voluntary or deferred-compensation basis, applying their skills and best efforts.

1.2 At-Will Arrangement. This is temporary and at-will. Either party may terminate at any time. This Agreement does not guarantee future employment, equity, or any commercial arrangement.

1.3 Deliverables. The Contributor shall deliver all work product, source code, design files, content, or other output (the "**Deliverables**") in usable, functional form with all source files and documentation needed to maintain and build upon them.

2. INTELLECTUAL PROPERTY ASSIGNMENT

2.1 Full Assignment. In consideration for the opportunity to participate in the startup (and any monetary consideration specified above), the Contributor irrevocably assigns to the Company all right, title, and interest in

and to all Intellectual Property Rights in the Deliverables and all work product created in connection with this engagement, including all copyright, design rights, database rights, patent rights, and all related rights, worldwide and in perpetuity.

2.2 Future Work. All work product created during this engagement — whether specifically requested or not, during or outside normal hours — shall be assigned to the Company to the extent it relates to the startup's business.

2.3 Warranties. The Contributor represents and warrants that all Deliverables are original and will not: (a) infringe any third-party IP rights; (b) incorporate third-party copyrighted material without proper licence; (c) incorporate open-source code with copyleft obligations (GPL, AGPL) without prior written approval; or (d) misappropriate any trade secrets of any previous employer.

2.4 Background IP Licence. Pre-existing tools, frameworks, or libraries owned by the Contributor and incorporated in Deliverables remain the Contributor's property. The Contributor grants the Company a perpetual, royalty-free, non-exclusive licence to use them as incorporated in the Deliverables.

2.5 Moral Rights Waiver. The Contributor irrevocably waives all moral rights in the Deliverables to the maximum extent permitted by applicable law.

2.6 Cooperation. The Contributor shall execute all assignment deeds, copyright registration forms, and other documents reasonably requested to perfect the Company's IP ownership.

3. CONFIDENTIALITY

3.1 The Contributor shall hold all information relating to the startup's business, technology, products, customers, strategies, and finances in strict confidence during this engagement and for two (2) years thereafter. The Contributor shall: (a) not disclose any such information to any third party; (b) not discuss the startup, its technology, or business plans on social media or in any public forum without prior written consent; and (c) immediately notify the founders of any suspected breach.

3.2 No Prior Employer IP. The Contributor shall not bring to the startup or use in the Deliverables any confidential information, trade secrets, or proprietary materials belonging to any previous employer.

4. CONSIDERATION AND DEFERRED EQUITY

4.1 The current consideration for the Contribution is as specified in the Parties section. The Contributor acknowledges this is sufficient and agrees to make the Contribution accordingly.

4.2 Deferred Equity (if applicable). If deferred equity is specified, the specific terms (percentage, vesting, class of shares) shall be determined and documented in a formal agreement at Incorporation. No equity rights are created by this Agreement alone.

4.3 No Other Entitlements. The Contributor is not entitled to salary, employee benefits, reimbursement, or other compensation beyond what is specifically described in this Agreement.

5. INDEPENDENT STATUS AND TAX

5.1 The Contributor is an independent volunteer or contractor, not an employee. This Agreement creates no employment relationship, entitlement to employee benefits, or Company liability for taxes. The Contributor is responsible for their own tax obligations.

6. TRANSITION TO FORMAL ENGAGEMENT

6.1 If the contribution continues beyond this period or the startup is incorporated, the engagement shall be formalised through an employment, contractor, or co-founder agreement as appropriate.

6.2 This Agreement shall be supplemented but not replaced by any formal agreement. All IP assigned under this Agreement remains assigned regardless of whether a formal agreement is executed.

7. GOVERNING LAW AND GENERAL PROVISIONS

7.1 Governing Law. Governed by the Copyright Act 1957 and Indian Contract Act 1872. Jurisdiction: courts of [City].

7.2 Termination. Either Party may terminate at any time. IP assignment obligations survive termination.

7.3 Entire Agreement. Constitutes the complete agreement at this stage. To be supplemented by a formal agreement.

7.4 Amendment. Written consent of both Parties required.

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

EXECUTION

COMPANY / FOUNDER	CONTRIBUTOR
[Name]	[Contributor Full Name]
Signature: _____	Signature: _____
Name: _____	PAN: _____
Date: _____	Date: _____
Place: _____	Place: _____

IMPORTANT NOTE

This Agreement should be superseded by a formal employment or contractor agreement when the engagement formalises. Template only — not legal advice.

QUALITY STANDARDS AND DELIVERY

8.1 Delivery Standards. The Contributor shall deliver all work product: (a) in a functional, complete, and usable state; (b) accompanied by adequate documentation including code comments, README files, and technical specifications; (c) free from known defects and security vulnerabilities that would materially impair the Company's ability to use the Deliverables; (d) in the formats and using the tools agreed with the Company's technical team; and (e) within timelines agreed for each deliverable. If any obstacle may delay delivery, the Contributor shall notify the Company immediately with an updated timeline.

8.2 Version Control. All source code and digital deliverables shall be committed to the Company's version control repository with regular, well-documented commits. The Contributor shall not retain the sole copy of any work in progress. All intermediate versions and experimental implementations shall be committed even if not production-ready. On conclusion of the engagement, the Contributor shall verify all work has been committed and the Company has full access to the complete development history.

8.3 Open-Source Compliance. The Contributor shall maintain a log of all third-party libraries, frameworks, APIs, and open-source components used in the Deliverables, including for each: the component name and version, the licence under which it is distributed, and the specific use made of it. This Open-Source Bill of Materials shall be delivered with final Deliverables. The Contributor shall not incorporate any component licensed under GPL, AGPL, SSPL, or any other copyleft licence without prior written approval from the Company.

8.4 Indemnification. The Contributor shall indemnify, defend, and hold harmless the Company and its founders, officers, and employees from all claims, damages, losses, costs, and expenses (including legal fees) arising from: (a) any breach of this Agreement; (b) any third-party claim that the Deliverables infringe intellectual property rights; (c) any claim that Deliverables incorporate confidential information of a previous employer; (d) any undisclosed copyleft component; or (e) any misrepresentation in this Agreement.

8.5 Knowledge Transfer. On conclusion of this engagement (whether through completion, formalisation into a full employment or contractor agreement, or termination for any other reason), the Contributor shall spend a reasonable period of up to five (5) working days providing knowledge transfer to the Company's technical team, including explaining architecture and design decisions, walking through the codebase, documenting known limitations, and providing all passwords, access credentials, and API keys used in the development process.

INTELLECTUAL PROPERTY INDEMNIFICATION AND DISPUTE RESOLUTION

11.1 IP Indemnification. The Contributor shall indemnify, defend, and hold harmless the Company and its founders, officers, and employees from all claims, damages, losses, costs, and expenses (including reasonable legal fees) arising from: (a) any breach of this Agreement by the Contributor; (b) any third-party claim that the Deliverables infringe their intellectual property rights; (c) any claim that the Deliverables incorporate confidential information or trade secrets of any previous employer; or (d) any undisclosed copyleft or restricted open-source component incorporated into the Deliverables. The Company shall promptly notify the Contributor of any such claim and shall give the Contributor reasonable opportunity to participate in the defence. The Contributor shall not be liable for any claim resulting solely from the Company's modification of the Deliverables after acceptance.

11.2 Dispute Resolution. Any dispute arising out of or in connection with this Agreement shall first be subject to good-faith discussion between the Parties for a period of fourteen (14) days from the date either Party first notifies the other of the dispute in writing. If the dispute is not resolved within this period, either Party may refer the matter to mediation before a mutually agreed mediator. If mediation fails to resolve the dispute within thirty (30) days of appointment of the mediator, either Party may pursue any remedy available at law including filing a suit before the courts of [City]. Given the likely modest value of disputes under this Agreement, the Parties agree to prefer summary proceedings and small claims procedures where available rather than full civil litigation.

11.3 Injunctive Relief. Notwithstanding the above, the Company shall be entitled to seek immediate injunctive relief from any court of competent jurisdiction in the event of any breach or threatened breach of the IP assignment or confidentiality provisions of this Agreement, without the need to post any bond or prove actual damage. The Contributor acknowledges that a breach of IP or confidentiality obligations would cause irreparable harm to the Company for which monetary damages would be inadequate.

11.4 Survival of Obligations. The IP assignment in Clause 2, the confidentiality obligations in Clause 3, the indemnification obligations in Clause 11.1, and the governing law provisions of this Agreement shall survive the termination of this Agreement for any reason and for any length of time, and shall remain fully enforceable against the Contributor regardless of whether the engagement was formalised into a subsequent employment or contractor agreement.