

Founder IP Assignment Agreement (India)

The most critical IP document for any startup — assigns all pre-existing and future IP to the company

HOW TO USE THIS TEMPLATE	
1.	This is the SINGLE MOST IMPORTANT IP document for any Indian startup.
2.	Execute BEFORE equity is issued, BEFORE any code is written, BEFORE any investor conversation.
3.	EVERY co-founder must sign this — no exceptions, no deferrals.
4.	IP assignment is UNCONDITIONAL — it does not vest or unvest with equity.
5.	Complete Schedule 1 with ALL pre-existing IP — if none, write 'NIL'.
6.	Have this reviewed by a qualified IP advocate before execution.

PARTIES

Company — Full Legal Name	[Company full legal name]
Company — CIN	[Company Identification Number]
Company — PAN	[Company PAN]
Company — Registered Address	[Full registered office address with PIN code]
Company — Represented by	[Authorised signatory name and designation]
Founder / Assignor — Full Name	[Founder's full legal name as per PAN]
Founder — Father's / Spouse's Name	[As per official records]
Founder — PAN	[Founder's PAN Number]
Founder — Aadhaar (last 4 digits)	[XXXX for verification]
Founder — Residential Address	[Full residential address with PIN code]
Founder — Role / Designation	[Co-Founder and CEO / CTO / CMO / Other]
Equity Consideration	[Number of equity shares of Rs. X each / % shareholding]
Effective Date	[DD Month YYYY]

RECITALS

1. The Company has been incorporated for the purpose of developing and commercialising the business described in its Memorandum of Association.
2. The Founder is a co-founder and key contributor of the Company and is receiving equity as consideration for their role and the IP assigned herein.
3. In the course of the Company's formation and prior activities, the Founder has created, conceived, or developed certain intellectual property relevant to the Company's business.
4. As a condition of receiving equity and as material inducement to the Company to issue such equity, the Founder agrees to assign all relevant IP to the Company.

5. The Company requires clear, unencumbered legal ownership of all IP assets to operate, attract investment, and protect its competitive position.

6. The Founder has had opportunity to obtain independent legal advice and has either done so or knowingly chosen not to.

NOW THEREFORE, in consideration of the equity grant, the mutual covenants herein, and other good and valuable consideration, the Parties agree:

1. DEFINITIONS

1.1 "**Business**" means the business of the Company as described in its Memorandum of Association and as expanded from time to time, including all current and reasonably anticipated products, services, and technologies.

1.2 "**Confidential Information**" means all non-public information of the Company including trade secrets, technical data, source code, customer information, financial data, business strategies, and all other proprietary information.

1.3 "**Future IP**" means all Intellectual Property Rights in any work product, inventions, discoveries, innovations, improvements, software, designs, creative works, and know-how that the Founder makes, conceives, develops, or reduces to practice, whether alone or jointly, during the Founder's association with the Company that: (a) relate to the current or reasonably anticipated Business; (b) result from work performed for or on behalf of the Company; (c) are developed using Company equipment, facilities, resources, Confidential Information, or other proprietary materials; or (d) derive from the Founder's access to or knowledge of the Company's Business or technology.

1.4 "**Intellectual Property Rights**" means all forms of intellectual property recognised under Indian law or any other jurisdiction, including: patents and utility models; copyrights and related rights including rights in software and databases; trademarks, service marks, trade names, and domain names; design rights and industrial designs; trade secrets, know-how, and confidential information; semiconductor topography rights; and all applications, registrations, and renewals of any of the foregoing.

1.5 "**Pre-Existing IP**" means all Intellectual Property Rights in any invention, work, design, process, methodology, database, software code, algorithm, or other proprietary asset that: (a) was created, developed, conceived, or reduced to practice by the Founder prior to the Effective Date; and (b) relates to the current or reasonably anticipated Business, as described in Schedule 1.

1.6 "**Work Product**" means all tangible and intangible results of the Founder's efforts in connection with the Business, including source code, documentation, designs, reports, analyses, prototypes, and any other deliverables.

2. ASSIGNMENT OF PRE-EXISTING IP

2.1 **Assignment.** The Founder hereby irrevocably, unconditionally, and absolutely assigns, transfers, and conveys to the Company, with full title guarantee and free and clear from all liens, charges, encumbrances, claims, and third-party rights, all right, title, and interest in and to all Intellectual Property Rights in the Pre-Existing IP described in Schedule 1, including all existing and future registrations, applications, renewals, extensions, and all goodwill attaching thereto.

2.2 **Effective Date of Assignment.** The assignment of Pre-Existing IP shall be effective from the Effective Date, regardless of when any formal recordal or registration of the assignment is made at any IP office.

2.3 **Representations Regarding Pre-Existing IP.** The Founder represents and warrants that: (a) the Founder is the sole and exclusive owner of all right, title, and interest in each item of Pre-Existing IP in Schedule 1; (b) no co-inventor, co-author, or co-creator has any unsatisfied claim; (c) the Pre-Existing IP is free and clear of all liens,

charges, encumbrances, and adverse claims; (d) no licence or right has been granted to any third party; (e) creation of the Pre-Existing IP did not misappropriate any third-party trade secrets or confidential information; (f) the Pre-Existing IP does not infringe any third-party Intellectual Property Rights; and (g) the assignment does not violate any agreement with any previous employer, institution, or other entity.

3. ASSIGNMENT OF FUTURE IP

3.1 Present Assignment of Future Rights. The Founder hereby assigns to the Company, and agrees to assign as and when created, all right, title, and interest in and to all Future IP. This is a present assignment of future rights, effective automatically upon creation of each item of Future IP without the need for any further act or instrument.

3.2 Scope. For the avoidance of doubt, the assignment of Future IP applies to all work product made by the Founder: (a) during or outside working hours; (b) using Company or personal equipment; (c) at Company premises or any other location; and (d) whether or not specifically requested or assigned — provided such work falls within the definition of Future IP.

3.3 Disclosure Obligation. The Founder shall promptly disclose every item of Future IP to the Company in writing within seven (7) days of its creation or conception, using the Company's Invention Disclosure Form if available. No Future IP shall be disclosed to any third party before disclosure to the Company.

4. CARVE-OUT FOR PERSONAL PROJECTS

4.1 The assignment in Clause 3 does not apply to any invention or work the Founder can demonstrate by contemporaneous written records satisfies ALL of: (a) created entirely in the Founder's own time with no Company time; (b) did not use any Company equipment, facilities, resources, or trade secrets; (c) does not relate to the Company's current or anticipated Business; and (d) does not result from work performed for the Company.

4.2 Personal Projects Disclosure. The Founder discloses the following personal projects as of the Effective Date that are NOT being assigned:

Personal Projects Excluded	[List specific personal projects, or write 'NIL — no personal projects excluded']
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5. MORAL RIGHTS WAIVER

5.1 To the maximum extent permitted by law, the Founder irrevocably and unconditionally waives, in favour of the Company and its successors, assigns, and licensees, all moral rights (including the right of attribution, right of integrity, and right to object to derogatory treatment) that the Founder has or may have in any assigned IP, whether arising under the Copyright Act 1957 or any other applicable law.

5.2 The Founder further agrees not to exercise any moral rights in a manner that interferes with the Company's full exercise and enjoyment of all assigned Intellectual Property Rights.

6. COOPERATION AND FURTHER ASSURANCE

6.1 Cooperation During Association. During the Founder's association with the Company, the Founder shall: (a) execute all patent applications, copyright registration forms, trademark applications, assignment deeds, and other instruments reasonably requested to perfect, register, maintain, and enforce the assigned IP; (b) provide all information and assistance needed to prepare, file, and prosecute patent applications; (c) assist in any IP litigation or enforcement proceedings; and (d) maintain complete, accurate, dated records of all inventions and creative works.

6.2 Cooperation After Departure. The Founder's cooperation obligations survive the termination of the Founder's association. The Company shall reimburse reasonable out-of-pocket expenses (not time) incurred in providing post-departure cooperation, subject to prior approval.

6.3 Power of Attorney. The Founder hereby appoints the Company (acting by its CEO or any Director) as attorney-in-fact for the limited purpose of executing documents on the Founder's behalf necessary to perfect the Company's title to any assigned IP, in the event the Founder is unable or unwilling to do so promptly. This power of attorney is irrevocable and coupled with an interest.

7. CONFIDENTIALITY

7.1 Obligation. During the Founder's association and for three (3) years thereafter (indefinitely for trade secrets), the Founder shall: (a) maintain all Confidential Information in strict confidence; (b) not disclose it to any third party without prior written consent; (c) use it solely for the benefit of the Company; (d) implement reasonable measures to prevent unauthorised disclosure; and (e) immediately notify the Company of any actual or suspected breach.

7.2 Exclusions. Confidentiality obligations do not apply to information that: (a) is or becomes publicly available through no breach of this Agreement; (b) was independently known to the Founder before receiving it from the Company; (c) is independently developed without use of Confidential Information; or (d) is required by law or court order to be disclosed.

8. NON-SOLICITATION

8.1 During the Founder's association and for twelve (12) months thereafter, the Founder shall not, directly or indirectly: (a) solicit, induce, or encourage any employee, contractor, or advisor to terminate their engagement; (b) solicit any customer of the Company with whom the Founder had material dealings, for any competing purpose; or (c) make disparaging statements about the Company, its products, or its personnel.

9. REPRESENTATIONS AND WARRANTIES

9.1 The Founder represents and warrants that: (a) the Founder has full legal capacity and authority to enter into and perform this Agreement; (b) execution does not conflict with any obligation owed to any previous employer, institution, co-inventor, or third party; (c) no Pre-Existing IP in Schedule 1 has been previously assigned, pledged, or encumbered; (d) to the Founder's knowledge, no Pre-Existing IP infringes any third-party Intellectual Property Rights; (e) all pre-existing IP relevant to the Business is disclosed in Schedule 1 with nothing material omitted; (f) the Founder has not entered into any non-compete that prevents performing their role; and (g) in developing Pre-Existing IP, no third-party trade secrets or confidential information were used or misappropriated.

10. REMEDIES AND INDEMNIFICATION

10.1 Irreparable Harm. The Founder acknowledges that breach of this Agreement would cause the Company irreparable harm for which monetary damages alone would be inadequate. The Company shall be entitled to seek injunctive or other equitable relief from any court of competent jurisdiction without the necessity of posting any bond or proving actual damage.

10.2 Indemnification. The Founder shall indemnify, defend, and hold harmless the Company and its Affiliates, directors, officers, employees, and shareholders from all claims, damages, losses, costs, and expenses (including reasonable legal fees) arising from: (a) any breach of this Agreement; (b) any misrepresentation; (c) any third-party claim that Pre-Existing IP infringes their rights; or (d) any claim by any previous employer asserting ownership of any assigned IP.

10.3 Cumulative Remedies. All remedies under this Agreement are cumulative and not exclusive of any other remedies at law or in equity.

11. GOVERNING LAW AND DISPUTE RESOLUTION

Governing Law	Laws of India — Indian Contract Act 1872, Patents Act 1970, Copyright Act 1957
Dispute Resolution	Negotiation (30 days) then Arbitration under Arbitration & Conciliation Act 1996
Seat of Arbitration	[Mumbai / Delhi / Bengaluru / Chennai]
Number of Arbitrators	[1 sole arbitrator for disputes below Rs.1 crore / 3 for larger disputes]
Court Jurisdiction	[City] High Court for urgent interim relief

11.1 All disputes shall first be subject to good-faith negotiation for thirty (30) days. If unresolved, disputes shall be settled by arbitration. The arbitration award shall be final and binding and enforceable by any court of competent jurisdiction.

12. GENERAL PROVISIONS

12.1 Entire Agreement. This Agreement, together with its Schedules, constitutes the entire agreement between the Parties on this subject matter and supersedes all prior agreements and understandings.

12.2 Amendment. No amendment shall be valid unless made in writing and signed by authorised representatives of both Parties.

12.3 Waiver. No failure to exercise any right shall constitute a waiver. No waiver shall be effective unless in writing.

12.4 Severability. If any provision is held invalid or unenforceable, it shall be modified to the minimum extent necessary, and the remaining provisions shall continue in full force.

12.5 Assignment. The Company may assign this Agreement to any Affiliate or acquirer. The Founder may not assign without prior written consent.

12.6 Counterparts. May be executed in counterparts. Electronic and PDF signatures are valid and binding.

12.7 Stamp Duty. Execute on non-judicial stamp paper of appropriate denomination. The Company bears stamp duty costs.

12.8 Notices. All notices shall be in writing, delivered by hand, registered post with AD, or email with read receipt, to the addresses in this Agreement.

SCHEDULE 1 — PRE-EXISTING INTELLECTUAL PROPERTY BEING ASSIGNED

List ALL intellectual property created, developed, conceived, or reduced to practice by the Founder PRIOR to the Effective Date that relates to the Company's current or anticipated Business. If none, write 'NIL'. Any omission of relevant IP may result in such IP being deemed assigned to the Company under Clause 3 of this Agreement.

No.	Description of IP Asset	Type of IP	Date Created	Reg. / App. No.	Status
1.	[Describe the IP asset in specific terms — name of software, title of work, description of invention, trademark name]	[Patent / TM / Copyright / Design / Know-how / Software / Database / Other]	[DD/MM/YY YY]	[App. No. or N/A]	[Granted / Pending / Unregistered]
2.	[Describe the IP asset in specific terms — name of software, title of work, description of invention, trademark name]	[Patent / TM / Copyright / Design / Know-how / Software / Database / Other]	[DD/MM/YY YY]	[App. No. or N/A]	[Granted / Pending / Unregistered]
3.	[Describe the IP asset in specific terms — name of software, title of work, description of invention, trademark name]	[Patent / TM / Copyright / Design / Know-how / Software / Database / Other]	[DD/MM/YY YY]	[App. No. or N/A]	[Granted / Pending / Unregistered]
4.	[Describe the IP asset in specific terms — name of software, title of work, description of invention, trademark name]	[Patent / TM / Copyright / Design / Know-how / Software / Database / Other]	[DD/MM/YY YY]	[App. No. or N/A]	[Granted / Pending / Unregistered]
5.	[Describe the IP asset in specific terms — name of software, title of work, description of invention, trademark name]	[Patent / TM / Copyright / Design / Know-how / Software / Database / Other]	[DD/MM/YY YY]	[App. No. or N/A]	[Granted / Pending / Unregistered]

Founder Confirmation: I confirm that the above list is complete and accurate as of the Effective Date. There is no other pre-existing IP relevant to the Company's business that is not listed above.

Founder's Initials on Schedule 1	[Founder Initials] _____ / Date: [DD/MM/YYYY]
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EXECUTION

IN WITNESS WHEREOF, the Parties have executed this Founder IP Assignment Agreement as of the Effective Date.

COMPANY	FOUNDER / ASSIGNOR
[Company Full Legal Name]	[Founder Full Legal Name]
Authorised Signatory: _____	Signature: _____
Name: _____	Name: _____

Designation: _____	PAN: _____
Date: _____	Date: _____
Place: _____	Place: _____
Company Seal (if applicable):	

Witness (for Company)	Witness (for Founder)
Signature: _____	Signature: _____
Name: _____	Name: _____
Address: _____ _____	Address: _____ _____
Date: _____	Date: _____

IMPORTANT NOTE

CRITICAL: IP ASSIGNMENT IS UNCONDITIONAL AND DOES NOT VEST WITH EQUITY. The Company owns ALL assigned IP from this date, regardless of vesting status. Departing before equity vests does NOT reverse the IP assignment. This is by design. Template only — not legal advice. Execute on non-judicial stamp paper.