

# DOPE DAO Intellectual Property & Contractor Agreement

This agreement is being entered into by \_\_\_\_\_ (Contractor) and between the DOPE DAO on \_\_\_\_\_ (MM/DD/YYYY)

## 1. AGREEMENT

- A. Intellectual property developed by the Contractor during the period of time while the Contractor is creating work for the DAO is presumed to be owned by the DAO.
- B. Contractor acknowledges and agrees that they are independent contractors and are not employees. The relationship between Contractor and DOPE DAO is non-exclusive and DOPE DAO has no right to inquire into the Contractor's activities.
- C. Contractor agrees to assign and do hereby irrevocably assign to the DAO all rights, title, and interests, in intellectual property that the DAO owns under this policy. This includes works that the Contractor created for the DAO prior to the signing of this agreement.
- D. The DAO retains all rights to use and commercialize DAO owned intellectual property.

## 2. COPYRIGHT OWNERSHIP

- A. Copyrightable works created by a Contractor in the course of work for the DAO are made for hire under the Copyright Law. The copyright for these copyrightable works are owned by the DAO.
- B. When software, artwork, or other copyrightable property is developed by a Creator in the course of a contract, the DAO owns all rights to the property, including the copyright.

## 3. TRADEMARK OWNERSHIP

- A. The DAO owns all rights, title and interest in Trademarks developed in the course of Contractor's work for the DAO.

## 4. TRADE SECRET OWNERSHIP

- A. The DAO owns all rights, title and interest in Trade Secrets for software and other work developed in the course of Contractor's work with the DAO.

## 5. PATENT OWNERSHIP

- A. The DAO owns all rights, title and interest in Patents for patentable ideas discovered in the course of Contractor's work for the DAO.

## **6. EXCEPTION FOR CREATOR OWNED IP**

- A. Ownership of intellectual property developed by Contractors shall reside with the Creator of the intellectual property if it can be established to the DAO's satisfaction that the intellectual property was not developed in accordance with the terms of the Contractor's agreement.

## **7. INDEMNIFICATION BY DOPE DAO IN FAVOR OF CONTRACTOR**

A. Given the nature of the work, DOPE DAO agrees to indemnify, hold harmless and defend Contractor and its directors, officers, employees and agents from and against any action, claim, demand or liability, including reasonable attorney's fees and costs, arising from or relating to: (i) DOPE DAO'S breach of this Agreement; (ii) the negligence or willful misconduct of Dope Dao; or (iii) any allegation that the DOPE DAO caused injury and/or damage to any third Person ("Person" is defined as any individual, corporation, company, partnership, government or any other entity). DOPE DAO agrees that Contractor shall have the right to participate in and control the defense of any such claim through counsel of its own choosing at the expense of DOPE DAO.

## 8. SIGNATURE

The undersigned agrees to the above Intellectual Property and Independent Contractor Agreement in exchange for a payment of consideration.

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Contractor Name (or representative of organization)

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Contractor Organization Name (if any)

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Contractor Signature

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DATE (MM/DD/YYYY)