Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_20[●]

1. **[*Full name of the Researcher*]**

and

1. **NATIONAL UNIVERSITY OF IRELAND MAYNOOTH, MAYNOOTH UNIVERSITY**

CONFIRMATORY ASSIGNMENT

**CONFIRMATORY ASSIGNMENT**

**This Assignment** dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20[●] is between:

1. [●], an individual, whose home address is at [•] (the “**Researcher**”); and
2. **NATIONAL UNIVERSITY OF IRELAND MAYNOOTH**, **MAYNOOTH UNIVERSITY,** whose principal address is at Maynooth, County Kildare, Ireland (the “**University**”).

The University and the Researcher together shall be referred to as the “**Parties**”, and individually shall be referred to as a “**Party**”.

**BACKGROUND**

1. The Researcher is [an employee of] *OR* [enrolled as a student at] the Universityand has developed certain [technology, inventions, and know-how] relating to [*insert a brief description of the IP to be assigned*] (together, the “**Technology**”).
2. The Researcher is willing to assign and transfer all his/her right, title and interest in and to such Technology to the University, and the University is willing to accept such assignment and transfer, all in accordance with the provisions of this Assignment.

**The Parties agree** as follows:

1. **Definitions**
	1. *Definitions.* In this Assignment, the following words shall have the following meanings:

|  |  |
| --- | --- |
| Assigned Property | the items of intellectual and physical property described in the attached Schedule. |
| Intellectual Property Rights | all intellectual and/or industrial property rights including patents, supplementary protection certificates, rights to inventions, copyright and related rights, rights in designs, rights in computer software, rights in databases, rights in confidential information (including know-how and trade secrets), utility models, semi-conductor topography rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off and service marks, in each case whether or not registered or registerable and including registrations and all applications (or rights to apply) for, and renewals, divisions, continuations or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world. |

1. Assignment
	1. *Assignment.* In consideration of the sum of one Euro (€1) now paid by the University to the Researcher, the receipt and sufficiency of which is acknowledged by the Researcher, the Researcher hereby assigns and transfers to the University absolutely all his/her right, title, and interest, including Intellectual Property Rights, in and to the Assigned Property free from any encumbrance and free from the benefit or burden of any licence or other right to use, for the full terms thereof throughout the world, which assignment and transfer is hereby accepted by the University.
	2. *Further details of assignment.* Without limiting the scope of Clause 2.1, the assignment effected by Clause 2.1 shall include the assignment and transfer to the University of all rights of action, powers, and benefits arising from ownership of all the Researcher’s right, title and interest, including Intellectual Property Rights, in and to the Assigned Property, including the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this Assignment.

* 1. *Waiver of Moral Rights*. The Researcher hereby waives all moral or similar rights arising from any of the Assigned Property insofar as the Researcher may lawfully do so in favour of the University and, for the avoidance of doubt, this waiver shall extend to the licensees and successors in title to the copyright in the Assigned Property.
	2. *Further assurances.* The Researcher agrees to execute all such documents and give all such assistance as the University may reasonably require, at the University’s reasonable expense, including:
		1. to secure the vesting in the University of all rights in the Assigned Property;
		2. to uphold the University’s (or any successor in title’s) rights in the Assigned Property;
		3. to defeat any challenge to the validity of, and resolve any questions concerning, the Assigned Property;
		4. to enable the University or its nominee to enjoy (i) the full benefit of the property and rights assigned in this Assignment, and (ii) the exclusive benefit of any extension or further grant of patents vested in the University by virtue of this Assignment; and
		5. to apply for, and endeavour to assist in the obtaining of, patents and/or similar protection for the Assigned Property and any improvements of it in any country of the world.
	3. *Registration.* The University is entitled to notify, on the Researcher’s behalf, the assignment provided for by this Clause 2, to the relevant IP registers. The costs of making such notifications will be borne by the University.
1. Warranties
	1. *Disclosure.* The Researcher warrants that he/she has disclosed to the University in writing the names of all persons of whom he/she is aware who might have rights in the Assigned Property, including any other persons who were involved in developing the Assigned Property, and any organisations that funded the development of the Assigned Property.
	2. *Acknowledgements.* The University acknowledges that the Researcher:
		1. does not warrant or guarantee the validity of any of the Assigned Property or that the Assigned Property does not infringe any valid and subsisting patent or other rights held by any third party; and
		2. has not performed any searches or investigations into the existence of any third-party rights that may affect any of the Assigned Property.
2. General
	1. *Interpretation.*
		1. Except where otherwise stated:
			1. any reference in this Assignment to a Clause or a Schedule is to a clause of or a schedule to this Assignment;
			2. the provisions of the Schedule shall form part of this Assignment as if set out here;
			3. the headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this Assignment; and
			4. where the words “include” or “including” are used in this Assignment, they shall be understood as meaning “including without limitation”.
		2. This Assignment is without prejudice to any ownership rights that the University may have in the Assigned Property by virtue of any employment or other contract with the Researcher.
	2. *No time limit.* The obligations under this Assignment shall continue in force without limit of time.
	3. *Entire Agreement*. This Assignment and any document referred to in this Assignment set out the entire agreement between the Parties relating to its subject matter, supersedes all prior oral or written agreements, arrangements or understandings between them relating to such subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties. Each of the Parties acknowledges that, in entering into this Assignment, it is not relying on, and shall have no remedy in respect of, any statement, representation, agreement, term or condition (whether negligently or innocently made) of any person (whether a party to this Assignment or not) which is not expressly set out in this Assignment. Nothing in this clause shall operate to limit or exclude any liability for fraud.
	4. *Counterparts*. This Assignment may be executed in original counterparts and all the counterparts together constitute the same document. This Assignment shall not be effective until each Party has executed and delivered at least one original counterpart.
	5. *Governing law and jurisdiction.* This Assignment shall be governed by and construed in accordance with the laws of Ireland and each Party hereby submits to the exclusive jurisdiction of the courts of Ireland for the resolution of disputes arising under or in relation to this Assignment. Notwithstanding the preceding sentence, any question concerning the validity of any Intellectual Property Right shall be subject to the law and jurisdiction of the country in which such Intellectual Property Right exists.

**Each person executing this Agreement represents to the Party other than he or she represents, that he or she has the authority to sign on behalf of the Party which he or she purports to bind:**

|  |  |
| --- | --- |
| **By** | **For and on behalf of** |
| **[Insert name of Researcher]**  | **NATIONAL UNIVERSITY OF IRELAND MAYNOOTH, MAYNOOTH UNIVERSITY** |
|   Signed |  Signed |
|  Name |  Name |
|   Title |  Title |
|   Date |  Date |

**Schedule**

 **Assigned Property**

[1 *Patents and patent applications*]

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Title** | **Inventor** | **Application Number** | **Date Filed** | **Publication Number** | **Date Granted** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

[2 *Copyright works, design rights, database rights, etc*.]

[3 *Know-how*]

[4 *Materials*]