

RESEARCHER UNDERTAKING

I, the undersigned, understand that National University of Ireland, Maynooth, Maynooth University, with an address at Maynooth, Co. Kildare, Ireland (the “**University**”), will enter into contracts and grants with bodies including but not limited to Science Foundation Ireland (SFI) and Enterprise Ireland (EI) for the performance of research, training and development activities, and that these sponsors impose and set forth certain obligations and requirements with respect to Intellectual Property rights.

To the extent, if any, that all of the said obligations are not already explicitly binding on me, in consideration of my employment by the University or support by the University as a non-employee (including but not limited to a student, consultant, visiting researcher, contractor, sub-contractor or visitor), the availability to me of opportunities to perform research including, but not limited to, sponsored research and / or to utilise the University resources, I hereby agree as follows:-

1. I agree that all discoveries, patents, databases, inventions, copyrightable materials, computer software, tangible research property, design rights, know-how, brands, trademarks, trade secrets, confidential information, business names, domain names and any other intellectual property rights, in all cases whether or not registered or registerable and including registrations and applications for registration of any of these rights to apply for the same, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world (the “**Intellectual Property**”) conceived, invented, authored or reduced to practice by me in either the course of my employment in pursuing the aims of any SFI or EI funding, or other grants or financial supports or with the use of the University resources, shall belong to the University.
2. I agree that the University will own the Intellectual Property and I understand and accept the University’s royalty income-sharing provisions, detailed in the Inventions and Patent Policy (2008), as amended from time to time (a copy of which I have read).
3. I agree to disclose promptly in writing to the Commercialisation Office of the University any such Intellectual Property, to assign all rights to the Intellectual Property to the University or its designee for this purpose, or other such agency as the University may direct, to execute all necessary papers, and to cooperate fully (at no out-of-pocket cost to myself) with the University or such designee to enable the University to obtain, maintain, or enforce for itself or its designee, patents, copyrights, or other legal protection for the Intellectual Property.
4. I will make and maintain for the University adequate and current written records of the Intellectual Property, and will deliver to the University upon request, copies of all written records referred to in this clause and clause 3 above as well as all related memoranda, notes, records, schedules, plans or other documents, made by, compiled by, delivered to, or manufactured, used, developed or investigated by the University, which will at all times be the property of the University.
5. I will treat as strictly confidential all materials, and all business, technical and other information, relating to a specific grant or contract and all other materials, information and results arising from any research (“**Confidential Information**”) and to abide by any and all confidentiality agreements and intellectual property agreements concerning the research.
6. I acknowledge and accept that certain projects may be subject to terms imposed on the University by a third party (such as a funder or collaborator) and that some of these terms may include certain restrictions relating to the research results (such as restrictions with respect to publication and ongoing use of research results). I agree to comply with any such terms, and to sign such documents and do such other things as may be necessary to enable the University to comply with such terms.
7. I am currently under no obligation to any person, organisation or corporation with respect to any rights in the Intellectual Property which are, or could reasonably be construed to be, in conflict with this agreement, nor will I enter into any agreement, commitment or promise which would create a conflict with this agreement.

8. I understand that this agreement covers the entire term of my employment or support by the University (including but not limited to a student, consultant, visiting researcher, contractor, sub-contractor or visitor), and that the obligations in respect of my activities relating to the Intellectual Property shall continue after termination of my employment or support by the University.
9. I agree that this agreement will be executed in original counterparts and all the counterparts together constitute the same document. This Agreement shall not be effective until each Party has executed and delivered at least one original counterpart.
10. I agree that this agreement is governed by Irish law, and is subject to the exclusive jurisdiction of the Irish courts.

SIGNED by Researcher:

IN THE PRESENCE of:

Name: _____
(Block Capitals)

Name: _____
(Block Capitals)

Signature: _____

Signature: _____

Department: _____

Department: _____

Date: _____

Date: _____

If applicable please complete the following:

Supervisor's name (print): _____

External Research Grant Title & Number: _____
(e.g. IRC/GOIPD/2018/project)

MU Finance BU Number: _____

Accepted on behalf of
NATIONAL UNIVERSITY OF IRELAND, MAYNOOTH

Name: _____
(Block Capitals)

Signature: _____

Date: _____