

## LEAD PRINCIPAL INVESTIGATOR RESEARCHER UNDERTAKING

I, the undersigned, understand that National University of Ireland, Maynooth with an address at Maynooth, Co. Kildare, Ireland (the “**University**”), has entered a grant/contract with (tick as appropriate)  Science Foundation Ireland (SFI)  Enterprise Ireland (EI)  Other (describe: \_\_\_\_\_) under Grant/Contract Number \_\_\_\_\_ for the performance of research, training and development activities (the “**Project**”), and that this sponsor imposes and sets forth certain obligations and requirements with respect to Intellectual Property rights.

As the Lead principal investigator (PI) on this grant/contract, I understand that I am responsible for the proper management of Project Intellectual Property, whether introduced as background or created as foreground during the Project, in accordance with the National IP Protocol 2016 and relevant University policies.

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 and my completion of Annex 1, I hereby agree as follows:-

1. I agree that it is my responsibility to ensure that all researchers working on this Project sign the Researcher Undertaking and return it to the Commercialisation office.
2. I agree to manage Project IP (whether background or foreground) in accordance the National IP Management Requirements 2, 3 and 5 as set out in the IP Protocol Resource Guide (refer to: <http://www.knowledgetransferireland.com/managingIP> for guidance).
3. 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 the Project or with the use of the University resources, shall belong to the University.
4. 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).
5. 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.
6. 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 6 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.
7. 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.

8. 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.
9. 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. If a conflict of interest should arise at any point I will notify the relevant authorities.
10. 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), 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.
11. I agree that this agreement is governed by Irish law, and is subject to the exclusive jurisdiction of the Irish courts.

**SIGNED by:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**IN THE PRESENCE of:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**External Research Grant Title & Number:**

\_\_\_\_\_

Accepted on behalf of  
**NATIONAL UNIVERSITY OF IRELAND, MAYNOOTH**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Annex 1: Intellectual Property Declaration

1. Do you, or any of the researchers involved in the project, have a conflict of interest due to your/their participation in the project that you are aware of?

[Click here to enter text.](#)

2. Are there any prior or pending communication with any company or person in relation to the Project, including communications in relation to the possible exploitation of the potential foreground IP and relevant background IP?

[Click here to enter text.](#)

3. Has any disclosure of relevant background IP occurred?

[Click here to enter text.](#)

4. Is there any pending disclosure of background IP?

[Click here to enter text.](#)

5. Is the relevant background IP linked in any way to research or services contracts, material transfer agreements or personal consultancies, whether past, present or currently under negotiation?

[Click here to enter text.](#)

6. Has any commitment or arrangement of any kind been made to a third party that would provide that party with rights to relevant background IP?

[Click here to enter text.](#)

7. Has any commitment or arrangement of any kind, e.g. an option, been made to a third party that would provide that party with rights to foreground IP?

[Click here to enter text.](#)