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

1. [*Full legal name of the RPO*]

and

1. [*Full legal name of the Assignee*]

MODEL IP ASSIGNMENT

**IP ASSIGNMENT**

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

1. [●] (the “**RPO**”), [an academic institution incorporated *or* established under [statute *or* charter in Ireland],] whose [principal address *or* registered office] is at [●]; and
2. [●] (the “**Assignee**”), [a company incorporated in [•] under registration number [•],] whose [principal place of business *or* registered office] is at [•].

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

**The Parties agree** as follows:

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

|  |  |
| --- | --- |
| Assigned Property | The Patents and other items of intellectual and physical property described in the attached Schedule. |
| Patents | The patents and patent applications identified in the Schedule[, and any future patents and patent applications which derive priority from any of those listed in the Schedule]. |

1. Assignment
   1. *Assignment.* In consideration of the sum of [●] Euro (€[●]) now paid by the Assignee to the RPO, receipt of which is acknowledged, the RPO hereby assigns and transfers to the Assignee absolutely all its right, title, and interest in and to the Assigned Property, which assignment and transfer is hereby accepted by the Assignee.
   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 Assignee of:

* + 1. all patents and other intellectual property that may be granted pursuant to any applications listed in the Schedule[, as well as all patents and other intellectual property that may derive priority from or have equivalent claims to the Assigned Property in any country of the world (and including supplementary protection certificates, divisions, continuations, continuations in part, reissues, and extensions), and the Assigned Property shall be deemed to include all such items of property];
    2. the right to apply for, and obtain, any item of intellectual property referred to in Clause 2.2(a);

* + 1. any unregistered intellectual property listed in the Schedule;

* + 1. the entire right, title, and interest in and to the existing and/or future copyright and rights in the nature of copyright in the works listed in the Schedule throughout the world for the full term of the copyright in them and all renewals or extensions of such rights;
    2. [all rights in respect of any know-how that is listed in the Schedule];
    3. all rights of ownership of any materials that are listed in the Schedule; and

* + 1. all rights of action, powers, and benefits arising from ownership of the Assigned Property, including the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising before, on, or after the date of this Assignment.
  1. *Further assurances.* The RPO shall execute such documents and give such assistance as the Assignee may reasonably require at the Assignee’s expense:
     1. to secure the vesting in the Assignee of all rights in the Assigned Property;
     2. to uphold the Assignee's rights in the Assigned Property;
     3. to defeat any challenge to the validity of, and resolve any questions concerning, the Assigned Property; and

* + 1. to enable the Assignee or its nominee to enjoy the full benefit of the property and rights assigned in this Assignment and to enjoy the exclusive benefit of any extension or further grant of patents vested in the Assignee by virtue of this Assignment.
  1. *Further work.* For the avoidance of doubt, nothing in this Assignment shall require the RPO to do any further development, investigation, or other work in respect of or in relation to the Assigned Property.
  2. [*Registration.* The Assignee is entitled to notify, on the RPO'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 Assignee.]

1. Warranties
   1. [*Disclosure.* The RPO warrants that, as far as it is aware, it has disclosed to the Assignee in writing the names of all of the RPO’s staff and students who were involved in developing the Assigned Property. For the purposes of the preceding sentence, the RPO’s awareness means the awareness of its technology transfer manager (or equivalent) responsible for the Assigned Property.]
   2. *Acknowledgements.* The Assignee acknowledges that the RPO:
      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 not held by it; 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.* 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 word “including” is used in this Assignment, it shall be understood as meaning “including without limitation”.
   2. *Governing law and jurisdiction.* The validity, construction, and performance of this Assignment shall be governed by the laws of the Republic of Ireland and shall be subject to the exclusive jurisdiction of the courts of the Republic of Ireland to which the Parties submit. 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.

**Agreed by the Parties through their authorised signatories:**

|  |  |
| --- | --- |
| For and on behalf of | For and on behalf of |
| [*Insert full legal name of the RPO*] | [*Insert full legal name of the Assignee*] |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  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*]