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

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

and

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

MODEL Patent ASSIGNMENT

PATENT 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 word shall have the following meaning:

|  |  |
| --- | --- |
| **Patents** | All patents and patent applications identified in the attached Schedule[, and any future patents and patent applications which derive priority from or share a right of priority with any such patents and/or patent applications]. |

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 all its right, title, and interest in and to the Patents, which assignment and transfer is hereby accepted by the Assignee.
   2. *Further details of the 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 listed, and all patents that may be granted pursuant to any applications listed, in the attached Schedule[, as well as all patents that may derive priority from or share a right of priority with any of the Patents in any country of the world (and including all divisions, continuations, continuations in part, reissues and extensions), and the Patents shall be deemed to include all such items of intellectual property];
      2. the right to apply for, and obtain, any item of intellectual property referred to in Clause 2.2(a); and
      3. all rights of action, powers, and benefits arising from ownership of the Patents, 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.
   3. *Further assurances.* The RPO shall: (a) execute, acknowledge, and deliver such further documents; and (b) give such assistance as the Assignee may reasonably require at the Assignee’s reasonable expense to secure the vesting in the Assignee of all rights in the Patents.
   4. *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 inventions described in the Patents.
   5. [*Registration.* The Assignee shall be entitled to notify and/or register on the RPO’s behalf the assignment under Clause 2.1 to the relevant patent offices, the costs of which shall be borne by the Assignee.]
2. **General**
   1. *Interpretation.* In this Assignment: (a) any reference in this Assignment to a Clause or a Schedule is to a clause of or a schedule to this Assignment; (b) the provisions of the Schedule shall form part of this Assignment as if set out here; (c) the headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this Assignment; and (d) 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 |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print name | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print name |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date |

**Schedule**

**The Patents**

**Patent applications**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Country** | **Application Number** | **Publication Number** | **Title** | **Date filed** |
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**Granted patents**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Country** | **Application Number** | **Publication or Registration Number** | **Title** | **Date filed** |
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