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

1. [*Full name of the Researcher*]

and

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

MODEL CONFIRMATORY ASSIGNMENT

**CONFIRMATORY ASSIGNMENT**

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

1. [●] (the “**Researcher**”), an individual, whose home address is at [•]; and
2. [●] (the “**RPO**”), [an academic institution incorporated *or* established under [statute *or* charter in Ireland],] whose [principal address *or* registered office] is at [●].

The RPO 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 RPO and 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 RPO, and the RPO 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 | [All [Patents,] know-how, inventions, and other items of intellectual and physical property described in the attached Schedule]. |
| [Patents] | [The patent(s) and patent application(s) identified in the Schedule[, and any future patents and patent applications which are based upon or derive priority from those listed in the Schedule.]] , |

1. Assignment
   1. *Assignment.* In consideration of the sum of [●] Euro (€[●]) now paid by the RPO to the Researcher, receipt of which is acknowledged by the Researcher, the Researcher hereby assigns and transfers to the RPO absolutely all his/her right, title, and interest 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], which assignment and transfer is hereby accepted by the RPO.
   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 RPO 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 or be based upon 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);
      3. any unregistered intellectual property listed in the Schedule;
      4. 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 and extensions of such rights;
      5. all rights in respect of any know-how that is listed in the Schedule;
      6. all rights of ownership of any materials that are listed in the Schedule; and
      7. 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.
   3. *Further assurances.* The Researcher agrees to execute all such documents and give all such assistance as the RPO may reasonably require, at the RPO’s reasonable expense, including:
      1. to secure the vesting in the RPO of all rights in the Assigned Property;
      2. to uphold the RPO’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 RPO 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 RPO 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.
   4. *Registration.* The RPO 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 RPO.
2. Warranties
   1. *Disclosure.* The Researcher warrants that he/she has disclosed to the RPO 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 RPO 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.
3. 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 word “including” is used in this Assignment, it shall be understood as meaning “including without limitation”.
      2. This Assignment is without prejudice to any ownership rights that the RPO 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. *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:**

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