

ANNEX II

Institute of Technology Sligo ("IT SLIGO")

Intellectual Property Assignment Agreement for Staff, Students and Other Relevant Parties⁴

Research Project(s) Title: _____ (the "Project(s)")

Research Project(s) Number: _____

I understand that, consistent with applicable laws and regulations, IT Sligo is governed in the handling of intellectual property by its official IP Policy⁵ entitled *Intellectual Property Policy and Procedures*, (a copy of which I have received), and I agree to abide by the terms and conditions of this IP Policy in the course of my IT Sligo activities and in the work that I carry out on the Project.

As a general rule (and subject to the exceptions set out in this IP Policy) any intellectual property rights in any patent, design right, trademark rights, brand rights, database rights, know how, trade secrets, confidential information rights in design, semiconductor topography rights or other intellectual property rights or other property rights, whether vested, contingent or future anywhere in the world), created by me in the course of my work with IT Sligo (and in particular in the course of my work on the Project) are the property of and vest solely and absolutely in IT Sligo ("IT Sligo IP").

Pursuant to the IP Policy, and in consideration of my participation in projects (and the Project(s)) administered by IT Sligo, access to or use of facilities provided by IT Sligo and/or other consideration, I hereby agree as follows:

1. I will disclose to IT Sligo all potentially patentable inventions and other IT Sligo IP conceived or first reduced to practice in whole or in part in the course of my IT Sligo responsibilities, my participation in the Project(s) at IT Sligo or with more than incidental use of IT Sligo resources. I further assign to IT Sligo all my right, title and interest in such patentable inventions and other IT Sligo IP created in connection with IT Sligo and/or the Project(s) and to execute and deliver all documents and do any and all such things necessary and proper on my part to effect such assignment. Such assignment is not inconsistent with the terms of my continuing employment outside of IT Sligo (if any) or with any other agreement I have entered into.
2. I will not use any information defined as confidential or proprietary by any non-IT Sligo employer (if any) in the course of my IT Sligo responsibilities and I will not do consulting or research work for any non-IT Sligo employer (unless such work is approved of in writing by IT Sligo).

⁴ As the terms Staff, Students and Other Relevant Parties are defined in the IT Sligo IP Policy.

⁵ This Intellectual Property Assignment Agreement forms Annex II of the IT Sligo IP Policy.

3. This Agreement is effective on date of my IT Sligo hire, enrolment or participation in projects administered by IT Sligo, and is binding on me, my estate, heirs and assigns.
4. [I hereby agree and acknowledge that in respect of the Project and in respect of my assignment of IP to IT Sligo in this Agreement, my full and final entitlement to payment, royalty or other income arising therefrom is set out in the Schedule to this Agreement and I further agree and acknowledge that I shall have no other entitlement or claim against IT Sligo or any party to whom IT Sligo assigns or licences this IP in respect of payment, royalty or other income arising therefrom.]⁶

Signed this ----- day of -----, 20●●

Signature

Printed or typed name

IT Sligo title

IT Sligo Department

[Schedule]

[Insert details of payment, royalty or other income

OR

I agree and acknowledge that I have no right to any payment, royalty or other income in respect of the Project and in respect of my assignment of IP to IT Sligo in this Agreement.]

⁶ In the event that this document is to be signed by an Other Relevant Party (as that term is defined in the Introduction of the IP Policy), it may be appropriate to include this provision and the Schedule. To be considered on a case by case basis.

ANNEX III

Institute of Technology Sligo ("IT Sligo")

Intellectual Property Assignment Agreement for Staff, Students and Other Relevant Parties⁷ who have a prior existing and/or conflicting Intellectual Property Agreement or arrangement with another employer or a third party

I understand that, consistent with applicable laws and regulations, IT Sligo is governed in the handling of intellectual property by its official IP Policy⁸ entitled *Intellectual Property Policy and Procedures*, (a copy of which I have received), and I agree to abide by the terms and conditions of this IP Policy in the course of my IT Sligo activities.

As a general rule (and subject to the exceptions set out in the IP Policy) any intellectual property rights in any patent, design right, trademark rights, brand rights, database rights, know how, trade secrets, confidential information rights in design, semiconductor topography rights or other intellectual property rights or other property rights, whether vested, contingent or future anywhere in the world), created by you in the course of your work with IT Sligo are the property of and vest solely and absolutely in IT Sligo ("IT Sligo IP").

Pursuant to the IP Policy, and in consideration of my participation in projects administered by IT Sligo, access to or use of facilities provided by IT Sligo and/or other consideration, I hereby agree as follows:

1. I will disclose to IT Sligo all potentially patentable inventions and other IT Sligo Intellectual Property conceived or first reduced to practice in whole or in part in the course of my IT Sligo responsibilities, my participation in research projects at IT Sligo or with more than incidental use of IT Sligo resources. I further assign [jointly] to IT Sligo [and to my non-IT Sligo employer]⁹ all my right, title and interest in such patentable inventions and other IT Sligo Intellectual Property created in connection with IT Sligo and to execute and deliver all documents and do any and all such things necessary and proper on my part to effect such assignment. Such assignment is not inconsistent with the terms of my continuing employment outside of IT Sligo or with any other agreement I have entered into.
2. I will not use any information defined as confidential or proprietary by my non-IT Sligo employer in the course of my IT Sligo responsibilities and I will not do consulting or research work for my non-IT Sligo employer while at any facility owned or leased by IT Sligo.
3. I am free to place my inventions in the public domain as long as in so doing neither I nor IT Sligo violates the terms of any agreements that governed the work done or my agreements with my non-IT Sligo employer.
4. This Agreement is effective on date of my IT Sligo hire, enrolment or participation in projects administered by IT Sligo, and is binding on me, my estate, heirs and assigns.

⁷ As the terms Staff, Students and Other Relevant Parties are defined in the IT Sligo IP Policy.

⁸ This Intellectual Property Assignment Agreement forms Annex III of the IT Sligo IP Policy.

⁹ To be considered on a case by case basis

5. [I hereby agree and acknowledge that in respect of the Project and in respect of my assignment of IP to IT Sligo in this Agreement, my full and final entitlement to payment, royalty or other income arising therefrom is set out in the Schedule to this Agreement and I further agree and acknowledge that I shall have no other entitlement or claim against IT Sligo or any party to whom IT Sligo assigns or licences this IP in respect of payment, royalty or other income arising therefrom.]¹⁰

Signed this ----- day of -----, 20••

Signature

Printed or Typed Name

IT Sligo Title

IT Sligo Department

Acknowledged and accepted:

Non-IT Sligo Employer: -----
(Insert name)

Signature

Title

Date

¹⁰ In the event that this document is to be signed by an Other Relevant Party (as that term is defined in the Introduction of the IP Policy), it may be appropriate to include this provision and the Schedule. To be considered on a case by case basis.

[Schedule]

[Insert details of payment, royalty or other income

OR

I agree and acknowledge that I have no right to any payment, royalty or other income in respect of the Project and in respect of my assignment of IP to IT Sligo in this Agreement.]

ANNEX IV

INVENTION DECLARATION FORM

1. Title of Invention

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2. Inventors

Name	Department	Affiliation with Institute (i.e. department, student, staff, visitor)	Address, contact phone no., e-mail	% Contribution to the Invention

3. Contribution to the Invention

Each contributor/potential inventor should write a paragraph relating to his/her contribution and include a signature and date at the end of the paragraph.

4. Description of Invention

(Please highlight the novelty/patentable aspect. Attach extra sheets if necessary including diagrams where appropriate).

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5. Why is this invention more advantageous than present technology?
 What are its novel or unusual features?
 What problems does it solve?

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6. Sponsorship

Government Agency & Department	
% Support	
Contract/Grant No.	
Contact Name	
Phone No.	
Address	

Industry or other Sponsor	
% Support	
Contract/Grant No.	
Contact Name	
Phone No.	
Address	

7. Where was the research carried out?

8. What is the potential commercial application of this invention?

**9. Was there transfer of any materials/information to or from other institutions regarding this invention?
If so please give details and provide signed agreements where relevant.**

10. **Have any third parties any rights to this invention?**
If yes, give names and addresses and a brief explanation of involvement.

11. **Are there any existing or planned disclosures regarding this invention?**
Please give details.

12. **Has any patent application been made? Yes/No**

If yes, give date: _____ Application No.: _____

Name of patent agent: _____

Please supply copy of specification.

13. Is a model or prototype available? Has the invention been demonstrated practically?

I/we acknowledge that I/we have read, understood and agree with this form and the Institute's *Intellectual Property and Procedures* and that all the information provided in this disclosure is complete and correct.

I/we shall take all reasonable precautions to protect the integrity and confidentiality of the IP in question.

Inventor: _____
Signature Date

Inventor: _____
Signature Date

Inventor: _____
Signature Date

Inventor: _____
Signature Date

ANNEX V

Data Protection And Confidentiality Undertaking for Employees, Contractors or Students taking part in a project involving IT Sligo and an outside Partner:

DATA PROTECTION AND CONFIDENTIALITY UNDERTAKING

Name:

Employee/Student ID Number (if applicable):

Function:

Project Title:

Project Number:

In consideration of my appointment by the Institute of Technology Sligo (IT Sligo) as a [research assistant] in the performance of services ("Services") under the [research agreement] ("Agreement") between IT Sligo and [NAME OF PARTNER] ("Partner") and the related opportunity to gain experience in the Services, I hereby acknowledge that I will acquire certain confidential information ("Confidential Information") relating to IT Sligo's intellectual property, products and strategies and the intellectual property, products and strategies of the Partner.

I hereby undertake to use the Confidential Information only as may be necessary to perform the Services under the Agreement and not to disclose it to any person other than those who have agreed to the same confidentiality undertaking.

I shall use all precautions necessary to protect the Confidential Information from unauthorized disclosure.

I hereby acknowledge that the Confidential Information is a trade secret of IT Sligo and/or the Partner and that IT Sligo and/or the Partner may claim damages from the undersigned for loss of business in the event of any unauthorized disclosure.

For the purposes of the Data Protection Acts 1988 to 2003, I hereby consent to the processing of all personal data that I provide to IT Sligo in connection with the performance of the Services and the Agreement.

This undertaking will continue indefinitely until

(a) the Confidential Information is published or otherwise made public by IT Sligo; or

(b) I am expressly released from this undertaking by IT Sligo,

and is not conditional on my being or remaining an employee or student of IT Sligo.

I hereby acknowledge that this undertaking will also benefit the successors and assigns of IT Sligo together with its related bodies corporate.

Dated:

Signature of person giving the undertaking

Signature of Witness

Name of Witness: