



Albert Einstein College of Medicine

## Intellectual Property Assignment Agreement

I understand that Albert Einstein College of Medicine (“Einstein”) has an Official Policy on Intellectual Property and Licensing Agreements, which is updated from time to time (the “IP Policy”), and an Official Policy on Use of Copyrighted Material, which is updated from time to time (the “Copyright Policy”) (the IP Policy and the Copyright Policy are collectively referred to herein as the “Policies”), both of which are hereby incorporated by reference as if fully set forth in this Intellectual Property Assignment Agreement (this “Agreement”). In consideration of this Agreement, my use of or access to Einstein’s facilities, funds or other resources, my performance of research at Einstein, the terms and conditions of my appointment, employment and/or affiliation with Einstein, I hereby:

1. agree to comply with the Policies. The Policies will continue to be made available on Einstein’s website and upon my request.
2. agree that any works of authorship I prepare, create or contribute to for or on behalf of Einstein (the “Works”) shall be deemed a "work made for hire," as defined in the U.S. Copyright Act of 1976, as amended.
3. to the extent the Works, or any portion thereof, are not considered “works made for hire” for any reason, irrevocably and unconditionally assign to Einstein all right, title, and interest I have in the Works and Intellectual Property (as defined in the IP Policy) that results from research supported entirely or partly by Einstein resources (such as a new creation, discovery or idea that may be protected by patent) that I create as provided for under the Policies. I agree to sign any paperwork and do anything else needed to transfer such Works and/or Intellectual Property to Einstein. I understand that I may share in any license revenue from such Works and/or Intellectual Property in accordance with the IP Policy.
4. sell, assign, transfer, and convey to Einstein the entire right, title, and interest in and to any and all causes of action and rights of recovery for past infringement of the Works and/or Intellectual Property.
5. agree to promptly disclose to Einstein, and to maintain adequate and updated records of, all Works and/or Intellectual Property which I make, originate, conceive or reduce to practice during my appointment and/or employment with Einstein.
6. attest that I am not now under any consulting or other obligation to any third party with respect to rights in any Works and/or Intellectual Property which result from research supported entirely or partly by Einstein resources that is, or could reasonably be construed to be, in conflict with this Agreement, and I will not enter into any agreement or arrangement creating obligations in conflict with this Agreement.
7. represent and warrant that (i) the Works and Intellectual Property are original to me, and I am the owner or co-owner of all right, title, and interest in and to the Works and Intellectual Property and have the right to grant the rights granted herein; (ii) to the best of my knowledge and except as otherwise disclosed in writing to Einstein, the Works and Intellectual Property have not heretofore been published; (iii) to the best of my knowledge and except as otherwise disclosed in writing to Einstein, the Works and Intellectual Property do not infringe upon any law or regulation or the rights of any third-party, including without limitation any copyright, trademark, patent, or rights of publicity or privacy, or any other intellectual property or proprietary right.
8. agree that this Agreement and the Policies, and any related disputes, are governed by the laws of New York State (without giving effect to New York State’s principles of conflict of laws), and submit for purposes of this Agreement, and any dispute arising relating to it, to the jurisdiction of New York State courts, and waive any objection to such jurisdiction.
9. agree that this Agreement is effective on the earliest of the date of my signature below, hire date, engagement enrollment, matriculation, participation in Einstein or any of Einstein’s predecessors-in-interest projects or

research, or my use of the resources, facilities, or funds of Einstein or any of Einstein's predecessors-in-interest (regardless of any previously signed assignment agreements) and that this Agreement is binding on me, my estate, heirs and assigns.

10. agree that Einstein has the right to assign this Agreement, and all provisions of this Agreement shall inure to the benefit of and be enforceable by Einstein's successors or assigns. I do not have the right to assign this Agreement.

**Signing and submitting this form is a condition of receiving an Einstein appointment or being granted access to Einstein resources. Modifications to this form are not permitted.**

**By signing below, I acknowledge and agree that I have read this Agreement and the Policies, and agree to their terms and conditions, and am at least 18 years of age.**

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

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

Department: \_\_\_\_\_

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