



Albert Einstein College of Medicine

Intellectual Property Assignment Agreement

I understand that Albert Einstein College of Medicine, Inc. (“Einstein”) has an Official Policy on Intellectual Property and Licensing Agreements, which is updated from time to time (the “Policy”), which is 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 Policy. The Policy will continue to be made available on Einstein’s website and upon my request.
2. irrevocably and unconditionally assign to Einstein all right, title, and interest I have in Intellectual Property (as defined in the 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 Policy. I agree to sign any paperwork and do anything else needed to transfer such Intellectual Property to Einstein. I understand that I may share in any license revenue from such Intellectual Property in accordance with the Policy.
3. agree to promptly disclose to Einstein, and to maintain adequate and updated records of, all Intellectual Property which I make, originate, conceive or reduce to practice during my appointment and/or employment with Einstein.
4. attest that I am not now under any consulting or other obligation to any third party with respect to rights in any Intellectual Property which results 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.
5. agree that this Agreement and the Policy, 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.
6. agree that this Agreement is effective on the earliest of the date of my signature below, hire date, engagement enrollment, matriculation, participation in Einstein projects or research, or my use of Einstein resources, facilities, or funds (regardless of any previously signed assignment agreements) and that this Agreement is binding on me, my estate, heirs and assigns.
7. 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 will not 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 Policy, and agree to their terms and conditions, and am at least 18 years of age.

Signature: _____

Name: _____

Department: _____