**UNIVERSITY OF NORTH CAROLINA AT GREENSBORO**

**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This Intellectual Property Assignment Agreement (“Agreement”) is entered into by and between the University of North Carolina at Greensboro (the "University") and [[ Name (Primary Second Party) ]] (“Owner”).

WHEREAS, Owner has created and owns the Intellectual Property (defined in Exhibit A); and,

WHEREAS, University desires to obtain, and Owner desires to assign, Ownership of the Intellectual Property Rights, which includes, but is not limited to, all inventions (whether patentable or not), copyrightable materials, including video recordings, audio recordings, and photographs, in addition to computer software, semiconductor mask works, tangible research property, and trademarks.

Now, for good and valuable consideration, the receipt, sufficiency, and adequacy of which are acknowledged, Owner and the University hereby agree as follows:

1. Owner hereby assigns and transfers Owner’s entire right, title and interest in the Intellectual Property to University, and all other rights which Owner has or may acquire with respect thereto, including the right to sue for damages and other relief for any past, present, or future acts of infringement, and the right to display, publish, adapt, translate, revise, and reproduce the work.
2. Owner warrants, to the best of Owner’s knowledge and belief and after making a reasonable investigation, that the Intellectual Property does not infringe upon the legal rights of any person or entity. Owner further warrants that Owner has not previously entered into any assignment, grant, mortgage, license, or other agreement affecting the Intellectual Property conveyed to the University in this Agreement.
3. Owner agrees to perform all acts reasonably required by University or its counsel in order for the University to have full use and enjoyment of the Intellectual Property and to carry out in good faith the intent and purpose of this Agreement, including, but not limited to, transferring all rights under any patent or patent application, copyright, trademark or trade-secret relevant to the Intellectual Property to University, execute all rightful oaths, declarations, assignments, powers of attorney, and other papers; communicate to University all facts known by Owner relating to such Intellectual Property and the history thereof; and generally do everything possible which University may consider desirable for vesting title to such Intellectual Property in University.
4. This Agreement shall be interpreted in accordance with the laws of the State of North Carolina.

1. This Agreement becomes effective upon the date of last signature below and shall automatically terminate upon performance of all obligations by both parties.

IN WITNESS WHEREOF, Owner and University have made this Agreement as evidenced by the signatures of their authorized representatives below.

**UNIVERSITY OF NORTH CAROLINA AT GREENSBORO**

Signature: {{ Sig\_es\_:signer1:signature }}

Name: {{ N\_es\_:signer1:fullname }}

Title: {{ Ttl\_es\_:signer1:title }}

Date: {{Dte\_es\_:signer1:date}}

**[[ Name (Primary Second Party) ]]**

Signature: {{ Sig\_es\_:signer2:signature }}

Name: {{ N\_es\_:signer2:fullname }}

Title: {{ Ttl\_es\_:signer2:title }}

Date: {{Dte\_es\_:signer2:date}}

**EXHIBIT A**

**to**

**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

**between**

**UNIVERSITY OF NORTH CAROLINA AT GREENSBORO**

**and**

**[[ Name (Primary Second Party) ]]**

**DESCRIPTION**

* Include the description of the Intellectual Property, which may include photos of any copyrightable material such as photographs.
* Be specific and provide all necessary details to identify the work.
* Delete these instructions before submitting for approval.

**EXHIBIT B**

**to**

**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

**between**

**UNIVERSITY OF NORTH CAROLINA AT GREENSBORO**

**and**

**[[ Name (Primary Second Party) ]]**

**COMPENSATION**

* Define how we will pay for the Intellectual Property. The University does not prepay services or make deposits for services.
* Delete these instructions before submitting for approval.

Upon satisfactory completion of the obligations designated in Exhibit A, and any attachments, and upon receipt of an itemized invoice for received goods, the University shall compensate Owner under this Agreement:

[Choose the payment method that applies or add your own; delete the inapplicable bullets below and this sentence.]

* + at the fixed sum of $[ ]
  + $ [ ] per property item
  + $ [ ] in accordance with the schedule shown below:

As an agency of the State of North Carolina, University may not make any advance payment(s) or deposit(s) prior to the completion of contracted services. Payment will be made exclusively by University check mailed to the address on this Agreement. State law prohibits University from agreeing to any acceleration clauses.