**ASSIGNMENT AGREEMENT**

**THIS AGREEMENT is made on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

BY AND BETWEEN:

1. **Chariot Innovations Limited,** a private limited company number 08281188 with main address at LSHTM Building, Keppel Street, London WC1E 7HT, (“**Chariot**”)a fully owned subsidiary of **London School of Hygiene and Tropical Medicine**, an institution of research and higher education established and incorporated by Royal Charter (RC000330) and an exempt charity as defined by Schedule 3 of the Charities Act 2011, whose address is Keppel Street, London WC1E 7HT (the “**School**”); and
2. **XXX,** an employee of the School with address at XXX;
3. **XXX**, an employee of the School with address at XXX

XXX and XXX hereinafter jointly referred to as (the “**Inventors**” and severally as an “**Inventor**”).

WHEREAS:

1. (A) The Inventor has been involved in the development of an invention identified a s XXX, as further defined in Schedule 1 (the “Invention”).
2. In accordance with the School’s intellectual policy currently in place, each Inventor has agreed to assign to Chariot, as the School’s technology transfer subsidiary, its entire right, title and interest in the Invention in return for a percentage of the income generated by Chariot from commercialisation of the Invention, on the terms set out in a revenue share agreement to be entered by the Parties on the same date of this Agreement (the “**Revenue Share Agreement**”), and without prejudice to their corresponding moral rights.

**NOW IT IS AGREED as follows:**

* 1. Definitions

In this agreement:

1. “**Confidential Information**” has the meaning set out in clause 4.1;

“**Parties**” means each Inventor and Chariot, and “**Party**” shall mean either of them.

1. “**Patent Right(s)**” means:
	1. in respect of each and any invention disclosed or comprised within the Invention, the right to file patent applications for such invention;
	2. each and any patent application concerning the Invention;
	3. all patents granted pursuant to the patent applications referred to in (a) and (b) above; and
	4. all divisionals, continuations, continuations in part, patents, extensions, reissues, re-examinations, and any supplementary protection certificates and similar rights that are based on or derive priority from the patent applications and patents referred to in (a), (b) and (c) above.
	5. Assignment
		1. In consideration of Chariot executing the Revenue Share Agreement and the sum of one pound sterling (£1), receipt of which each Inventor acknowledges, each Inventor hereby assigns and transfers to Chariot and Chariot hereby accepts the assignment and transfer, absolutely, all of its right, title and interest in and to the Invention, including the Patent Rights and all statutory and common law rights in respect thereof, including the benefit of all existing priority dates relating to the Patent Rights, the right to claim priority from, and to prosecute and obtain grant of patent on, all patent applications comprised within the Patent Rights, and the right to file divisional applications based thereon and to prosecute and obtain grant of patent on each and any such divisional application..
		2. Each Inventor shall, promptly on Chariot’s request, provide all information and documentation and give such assistance (including executing documents) as Chariot may require at the expense of Chariot to:
			1. secure the vesting in Chariot of all rights in the Invention;
			2. uphold Chariot’s rights in the Invention including the bringing of any actions as contemplated by clause 2.2.3; and
			3. bring, make, oppose or defend any claims, actions or challenge to the entitlement, validity or ownership of, and to resolve any questions concerning, the Invention.
		3. Chariot hereby grants to each Inventor a non-exclusive, non-transferable (except as permitted in this clause 2.3), royalty free, perpetual to use the Invention for his own non-commercially funded academic research and teaching purposes.
	6. Warranties and Undertakings
		1. Each Inventor warrants to Chariot that it has disclosed to the School and Chariot, in writing, the names of all persons of whom it is aware (having made appropriate enquires) who might have rights in the Invention, including any other persons who were involved in developing the Invention, and any organisations that funded such development of the Invention.
		2. Each Inventor acknowledges that the Invention is at an early stage of development and that Chariot shall have sole discretion in relation to any activities which may or may not be taken to develop and/or exploit the Invention.
		3. Without limiting the scope of clause 3.2, Chariot does not give any warranty, representation or undertaking to either Inventor that:
			1. it will be possible to develop, and/or exploit the Invention; or
			2. any steps taken by Chariot to develop and/or exploit the Invention under clause **E** will result in the payment of royalties to Inventors.
		4. Each Inventor acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law.
	7. Confidentiality
		1. Each Inventor undertakes:
			1. to maintain as secret and confidential all information comprised in and relating to the Invention and/or any other information of a confidential nature obtained from Chariot in the course of or in anticipation of this Agreement (including business or scientific strategies, opportunities, finances or processes, or research or product development information) (“**Confidential Information**”) and to respect Chariot’s rights therein; and
			2. to use such Confidential Information only as strictly necessary for the purpose of exercising its rights under clause 2.3;
		2. The provisions of clause 6.1 shall not apply to Confidential Information which Inventor can demonstrate by reasonable written evidence:
			1. in the case of information disclosed by Chariot to Inventor, was, prior to receipt from Chariot, in its possession and at its free disposal;
			2. is subsequently disclosed to it without any obligations of confidence by a third party;
			3. is or becomes generally available to the public through no act or default of Inventor; or
			4. Inventor is required to disclose by or to the courts of any competent jurisdiction, or to any government, regulatory agency or financial authority, provided that Inventor shall, to the extent permitted by applicable law:
				1. inform Chariot as soon as is reasonably practicable; and
				2. at Chariot’s request and cost seek to persuade the court, government, agency or authority to have the information treated in a confidential manner, where this is possible under the court, government, agency or authority’s procedures;
		3. Each Party agrees not to use or refer to this Agreement in any public announcement or promotional activity or use the names or marks of the other Party, without the prior written consent of the other Party.
	8. General
		1. Any delays in or failure of performance by either Party under this Agreement will not be considered a breach of this Agreement if and to the extent that such delay or failure is caused by occurrences beyond the reasonable control of that Party including force majeure; acts, regulations and laws of any government; strikes or other concerted acts of workers; fires; floods; explosions; riots; wars; rebellions; and sabotage; and any time for performance hereunder will be extended by the actual time of delay caused by any such occurrence.
		2. This Agreement may only be amended in writing signed by duly authorised representatives of Chariot and Inventors.
		3. Other than as foreseen in this Agreement, neither Party shall assign, mortgage, charge or otherwise transfer any rights or obligations under this Agreement without the prior written consent of the other Party. Nothing in this clause 6.3 shall prevent Chariot from assigning (in the course of activities envisaged by clause 2.1) any rights in the Invention to a third party, provided always that Chariot’s revenue sharing obligations under this Agreement shall continue in respect of the rights in the Invention being assigned. Notwithstanding the foregoing, Chariot may assign its rights and obligations under this Agreement to its wholly owned subsidiary.
		4. Any waiver given under or in relation to this Agreement shall be in writing and signed by or on behalf of the relevant Party. No failure or delay on the part of either Party to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy.
		5. If any provision or part of this Agreement is held to be invalid, amendments to this Agreement may be made by the addition or deletion of wording as appropriate to remove the invalid part or provision but otherwise retain the provision and the other provisions of this Agreement to the maximum extent permissible under applicable law.
		6. Neither Party shall act or describe itself as the agent of the other, nor shall it make or represent that it has authority to make any commitments on the other’s behalf.
		7. In this Agreement:
			1. the headings are used for convenience only and shall not affect its interpretation;
			2. references to persons shall include incorporated and unincorporated persons; references to the singular include the plural and vice versa; and references to a gender shall include any other gender;
			3. references to clauses and schedules mean clauses of, and schedules to, this Agreement;
			4. where the word “including” is used it shall be understood as meaning “including without limitation”; and
			5. any reference to any English law term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept shall in respect of any jurisdiction other than England be deemed to include what most nearly approximates in that jurisdiction to the English law term.
		8. The validity, construction and performance of this agreement, and any contractual and non-contractual claims arising hereunder, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts, to which the Parties hereby submit, except that a Party may seek an interim injunction (or an equivalent remedy) in any court of competent jurisdiction.
		9. This Agreement, including its schedule, sets out the entire agreement between the Parties relating to its subject matter and supersedes all prior oral or written agreements, arrangements or understandings between them relating to such subject matter.
		10. This Agreement does not create any right enforceable by any person who is not a party to it (“**Third Party**”) under the Contracts (Rights of Third Parties) Act 1999, but this clause does not affect any right or remedy of a Third Party which exists or is available apart from that Act.

[signature page follows]

This agreement has been executed and takes effect on the last date execution hereof.

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| --- | --- | --- |
| Signed by …………………………… | ) |  |
| for and on behalf of | ) | ……………………………………. |
| **CHARIOT INNOVATIONS LIMITED** | )) | Duly Authorised Signatory |
| Date……………………….. |  |  |
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| Signed by **XXX** | ) |  |
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| --- | --- | --- |
| Date……………………….. | ) |  |
|  |  |  |
| Signed by **XXX** | ) |  |
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| --- | --- | --- |
| Date……………………….. | ) |  |

**SCHEDULE 1 Invention**