## **EXHIBIT A**



## **College of the Holy Cross Agreement to Assign Intellectual property Rights**

In consideration of some or all of the following opportunities:

- to make use of funds administered by the College of the Holy Cross ("the College");
- to use **dedicated resources**<sup>1</sup> or **substantial normal resources** as defined in the College Intellectual Property Policy, a copy of which has been made available to me;

	to share in royalties and other inventor rights outlined in the College Intellectual Property Policy;
1)	agree to assign and hereby assign to the College all rights to all inventions and/or <b>intellectual property</b> covered by the College Intellectual Property Policy created by me either solely or jointly with others, which:  a) is developed in the course of or pursuant to a sponsored research or other agreement in which I am a participant; or  b) results from the use of funds administered by the College, its <b>dedicated resources</b> , or its <b>substantial normal resources</b> as defined in the College Intellectual Property Policy, all such property hereinafter referred to as "the Covered Intellectual Property";
2)	agree to disclose promptly to the College all such inventions covered by the Intellectual Property Policy;
3)	agree to execute all necessary papers and provide assistance, promptly upon the College's request, during and subsequent to the period of my College affiliation, to enable the College to obtain, maintain, or enforce for itself or others patents or other legal protection for such Covered Intellectual Property;
4)	agree to prepare and maintain adequate and current written records of all such Covered Intellectual Property;
5)	agree to deliver promptly when I leave the College for whatever reason, and at any other time as the College may request, copies of all written records kept related to the Covered Intellectual Property.
	sent that, except as identified on pages attached hereto, I have no agreements with or obligations to in conflict with the foregoing.
Name	(please print or type):
Signat	ure:Date:
Colleg	te of the Holy Cross Affiliation:

<sup>&</sup>lt;sup>11</sup> Words and phrases that appear in **boldface type** from this point in this document forward have been assigned specific interpretations in section C(1) of the College's Intellectual Property Policy.