

## Appendix F - Intellectual Property Agreement PASSHE NON-FACULTY PERSONNEL

### UNIVERSITY INTELLECTUAL PROPERTY AGREEMENT

**Purpose:** This form is required to be completed and signed by University employees and other individuals engaged in covered research. Covered research includes:

- (1) any federal grant or contract proposal,
  - (2) any non-federal grant or contract proposal with applicable sponsor requirements,
  - (3) continuation of prior federally assisted research, or
  - (4) any independent, non-sponsored, self-directed research involving the use of University facilities research that may be within an individual's field of expertise and/or scope of employment for which they are retained, or a work-for hire.
- University non-faculty personnel include staff, graduate assistants and paid student workers, postdoctoral fellows, contract employees, consultants, emeritus/retired faculty, visiting scholars/scientists, and others, who may be in a position to make, conceive or reduce to practice inventions or otherwise develop technology. This agreement must be signed prior to the initiation of covered research or a work-for-hire, therefore it should **be signed by personnel at the time of proposal submission for sponsored research awards, including internally sponsored research, or at the time of appointment of** undergraduate/graduate students assisting research, postdoctoral fellows, contract employees, consultants, emeritus/retired faculty, visiting scholars/scientists, or prior to commencement of research that uses University intellectual property facilities and/or resources, including faculty time..

**Instructions:** The original signed agreement should be returned to the Sponsored Research Office or equivalent *via* your department of employment or matriculation.

I agree, as a condition of my association with the following project, to abide by the terms of the PASSHE Technology Transfer Guidelines currently in effect, as well as any subsequent revisions thereto. In so agreeing, I especially note the responsibilities set forth below.

- (1) to submit invention disclosures to the University promptly following the completion of conception or the first reduction-to-practice of any inventions, discoveries, rights of patent therein, or software (Hereinafter University Intellectual Property";
- (2) to assign to the University (or its designee) all rights which I have or may acquire in inventions, discoveries, rights of patent therein, or software which are conceived, reduced-to-practice by me:
  - (a) with the use of University facilities or in the field of expertise and/or within the scope of responsibilities covered by my employment/appointment/association with the University), or
  - (b) with the assistance of federal funds and/or the continuation of a previously federally funded research, or
  - (c) completed under a Work-for-Hire agreement.
- (3) to do whatever is required to enable the University (or its designee), at its expense, to protect the \_\_\_\_\_ University Intellectual Property whether by patent, copyright or otherwise; including:
  - (a) making myself available to meet with patent attorney and provide necessary documentation, data and research results to support the filing or prosecution of patent applications or
  - (b) reviewing and signing documents from patent attorney retained by \_\_\_\_\_ University (or its designee) to seek protection of \_\_\_\_\_ University Intellectual Property, or
  - (c) to assist the University (or its designee) in seeking licensees to commercialize \_\_\_\_\_ University inventions.
- (4) to maintain laboratory documentation, including laboratory notebooks, where appropriate, to adequately demonstrate that inventions or discoveries were conceived or first reduced-to-practice by me including clear identification of any sponsorship.
- (5) prior to completion of my association with work contracted pursuant to contracts or grants, a complete disclosure of all software, instructional materials, inventions or discoveries conceived or first reduced-to-practice by me with the utilization of time, money or facilities charged to contracts or grants, and copyrightable works vested there under, must be submitted to the University.

- (6) If I serve as a principal investigator or director of a University research, development, or other type of project, I will determine whether each person who performs any part of the research or development work on the project for which I am responsible has signed an appropriate Intellectual Property Agreement; and if not, will obtain such additional Intellectual Property Agreements as are necessary, and forward them to the University Authorized Official .

I agree it is my responsibility to read and understand PASSHE policies governing IP, including University policies.

I understand that this agreement is part of the terms of my association with the above stated project and is limited to University IP resulting from such project. My responsibility set forth in Section (3), will continue after termination of my association with the University. I intend to be legally bound by this agreement.

**PLEASE CHECK CURRENT STATUS AND SIGN:**

- |   |  |
|---|--|
| <input type="checkbox"/> STAFF                | <input type="checkbox"/> VISITING SLJLAR/SCIENTIST |
| <input type="checkbox"/> GRAD ASST/FELLOW     | <input type="checkbox"/> EMERITUS/RETIRED FACULTY  |
| <input type="checkbox"/> GRADUATESTUDENT      | <input type="checkbox"/> NON-DEGREE STUDENT        |
| <input type="checkbox"/> UNDERGRADUATESTUDENT | <input type="checkbox"/> OTHER                     |

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
University ID# or Individual Taxpayer Identification Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date