

Inventions Agreement for Visiting Personnel Using Princeton University Research Facilities

Legal Name (please print or type): FIRST: MIDDLE: LAST:

Princeton ID No.:

Birth Month/Day: (The year of birth is not required)

Email address:

Department/Laboratory in which you will be performing research:

Princeton Principal Investigator/Faculty Host:

Employer/Home Institution:

Non-Profit Research Institution (Section B. also applies)

I do not have an Employer/Home Institution

For-Profit Organization (if research is under a Sponsored
Research Agreement Section C. also applies)

Email address at Employer/Home Institution:

* All items above are **required**. This form must be completed in full before you may participate in research activities at Princeton University ("Princeton" or the "University")

I understand that, consistent with applicable laws and regulations, Princeton is governed in the handling of intellectual property by its official policies as set forth in the Princeton University Intellectual Property Policy (the "Policy"). Although I am not a Princeton employee, in the course of my Princeton activities I agree to abide by the terms and conditions of the Policy applicable to Princeton employees, as may be amended from time to time.

A. Pursuant to Princeton policies and in exchange for my participation in research at Princeton and/or opportunities made or to be made available to me to use Princeton funds, facilities or other resources:

Subject to Sections B. or C. below (if applicable), I will disclose promptly to and assign to, and I hereby assign to, Princeton all rights to inventions, copyrightable materials, computer software, semiconductor mask works, tangible research property, and trademarks ("Intellectual Property") conceived, invented, authored, or reduced to practice by me, either solely or jointly with others, which are subject to the Policy.

B. My Employer/Home Institution is a Non-Profit Research Institution:

- (i) if my salary, wages or stipend has been paid solely by my Employer/Home Institution, then I will disclose promptly to and assign jointly to, and I hereby assign jointly to, my Employer/Home Institution and Princeton all rights to all Intellectual Property included in Section A. above; and
- (ii) Princeton and my Employer/Home Institution have or will enter into a mutually acceptable joint invention agreement to administer their rights and obligations with regard to any jointly owned Intellectual Property covered by paragraph A.(i) above, and Princeton will take the lead for patent management and licensing of such Intellectual Property unless otherwise agreed to by the parties; and
- (iii) in the event that Intellectual Property covered by paragraph B.(i) above is also subject to an agreement (e.g., a sponsorship agreement) between Princeton and a third party, my Employer/Home Institution will work cooperatively with Princeton to allow Princeton to meet any third party obligations.

C. My Employer is a For-Profit Organization that is Sponsoring Research at Princeton Pursuant to the Sponsored Research Agreement Referenced Below:

Sponsored Research Agreement between Employer/Home Institution and Princeton, dated _____, titled "_____"

I will disclose promptly to and assign jointly to, and I hereby assign jointly to, my Employer and Princeton all rights to Intellectual Property conceived, invented, authored, or reduced to practice by me, either (i) jointly with employees or students of Princeton in the performance of the research defined under the Sponsored Research Agreement or (ii) in the performance of the research defined under

the Sponsored Research Agreement with significant use of Princeton administered funds, facilities, or other resources, whether solely or jointly with others.

- D. I will execute all necessary papers and otherwise provide proper assistance, promptly upon Princeton's request and at Princeton's or, as applicable, my Employer's expense, during and subsequent to the period of my Princeton visiting appointment, to enable Princeton and, as applicable, my Employer to obtain, maintain, or enforce for itself or its nominees, patents, copyrights or other legal protection for such Intellectual Property.
- E. I will prepare and maintain for Princeton or, as applicable, for Princeton and my Employer adequate and current written records of all such Intellectual Property.
- F. I will deliver promptly to Princeton when I leave Princeton for whatever reason, and at any other time as Princeton may request, copies of all written records referred to in Section D. above as well as all related memoranda, notes, records, schedules, plans or other documents, and tangible research property made by, compiled by, delivered to, or manufactured, used, developed or investigated by Princeton, which will at all times be the property of Princeton.
- G. I will not disclose to Princeton or use in my research at Princeton (unless otherwise agreed in writing with Princeton):
 - (i) any proprietary information of any of my current or prior employers or of any third party, such information to include, without limitation, any trade secrets or confidential information with respect to the business, work, research, or investigations of such current or prior employer or other third party; or
 - (ii) any ideas, writings, or Intellectual Property of my own which are not included in Section A. above within the scope of this Agreement (please note that inventions previously conceived, even though a patent application has been filed or a patent issued, are subject to this Agreement if they are actually first reduced to practice under the circumstances included in Section A. above).
- H. I have attached to this Agreement a completed copy of the "Acknowledgement of Risk and Release for Visiting Personnel Using Princeton Research Facilities" that I have dated and signed.

This Agreement replaces all previous agreements relating in whole or in part to the same or similar matters that I may have entered into with Princeton. It may not be modified or terminated, in whole or in part, except in writing signed by an authorized representative of Princeton. Discharge of my undertakings in this Agreement will be an obligation of my executors, administrators or other legal representatives or assignees.

Furthermore, I represent that, except as identified below*: (i) I have not executed any agreements with or incurred any obligations to others in conflict with this Agreement; and (ii) I will not, while bound by this Agreement, enter into any other agreements, or otherwise incur any obligations, that conflict with this Agreement.

Your Signature (**required**, include full first name)

Date (**required**)

The following section must be completed by someone who is authorized to accept the terms and conditions of this Agreement on behalf of your employer/home institution (i.e., the Authorized Representative):

Agreed to by Employer/Home Institution: _____ (*signature required*)

Employer/Home Institution Name:

By (printed name of Authorized Representative):

Title:

Date:

Email:

Telephone:

For further information, contact the OTL: John F. Ritter, jritter@princeton.edu, (609) 258-1570.

Please indicate any relevant agreements with and/or obligations to other parties: