

Massachusetts Institute of Technology
Inventions and Proprietary Information Agreement for Visiting Personnel Using MIT Research Facilities

Legal Name (include full first name; please print or type): FIRST: MIDDLE: LAST:

M.I.T. ID No.:

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

Email address at MIT:

Department/Laboratory in which you will be performing research:

MIT Principal Investigator/Faculty Host:

Employer/Home Institution:

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

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

I do not have an Employer/Home Institution

Email address at Employer/Home Institution:

***You must complete all above items in full, sign this Agreement at the bottom of this form, and return this Agreement to the Technology Licensing Office before you may participate in research activities at M.I.T.**

I understand that, consistent with applicable laws and regulations, M.I.T. is governed in the handling of intellectual property by its official policies as set forth in the GUIDE TO THE OWNERSHIP, DISTRIBUTION AND COMMERCIAL DEVELOPMENT OF MIT TECHNOLOGY (<http://tlo.mit.edu/community/policies>) (the "Technology Policy Guide"), and I agree to abide by the terms and conditions of those policies, as they may be amended from time to time, in the course of my M.I.T. activities.

Pursuant to M.I.T.'s policies and in exchange for my participation in research at M.I.T. and/or opportunities made or to be made available to me to use M.I.T. funds, facilities or other resources:

A. Subject to Sections B. or C. below (if applicable), I will disclose promptly to and assign to, and I hereby assign to, M.I.T. 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:

- (i) are developed in the course of or pursuant to a sponsored research or other agreement in which I am a participant as defined in Part 2 of the Technology Policy Guide; or
- (ii) result from the significant use of M.I.T. administered funds or M.I.T. facilities as defined in Paragraph 2.1.2. in the Technology Policy Guide.

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 to, and I hereby assign jointly to, my Employer/Home Institution and M.I.T. all rights to all Intellectual Property included in Section A. above; and
- (ii) M.I.T. and my Employer/Home Institution 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 B.(i) above, and M.I.T. 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 M.I.T. and a third party, my Employer/Home Institution will work cooperatively with M.I.T. to allow M.I.T. to meet any third party obligations.

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

**Sponsored Research Agreement between Employer/Home Institution and M.I.T., dated _____, titled "_____"
(M.I.T. OSP Account # _____)**

I will disclose promptly to and assign to, and I hereby assign jointly to, my Employer and M.I.T all rights to Intellectual Property conceived, invented, authored, or reduced to practice by me, either (i) jointly with employees or students of M.I.T. 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 M.I.T. administered funds or M.I.T. facilities as defined in Paragraph 2.1.2. in the Technology Policy Guide, whether solely or jointly with others.

- D. I will execute all necessary papers and otherwise provide proper assistance, promptly upon M.I.T.'s request and at M.I.T.'s or, as applicable, my Employer's expense, during and subsequent to the period of my M.I.T. affiliation, to enable M.I.T. 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 M.I.T. or, as applicable, for M.I.T. and my Employer adequate and current written records of all such Intellectual Property.
- F. I will deliver promptly to M.I.T. when I leave M.I.T. for whatever reason, and at any other time as M.I.T. may request, copies of all written records referred to in Section E. 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 M.I.T., which will at all times be the property of M. I. T.
- G. I will not disclose to M.I.T. or use in my work at M.I.T. (unless otherwise agreed in writing with M.I.T.):
 - (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 or investigations of such 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).

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 M.I.T. It may not be modified or terminated, in whole or in part, except in writing signed by an authorized representative of M.I.T. 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 the foregoing; and (ii) I will not, while bound by this Agreement, enter into any other agreements, or otherwise incur any obligations, that conflict with the foregoing.

Your Signature (include full first name)

Date

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

Agreed to by Employer/Home Institution: _____

Employer/Home Institution Name:

By (printed name of Authorized Representative):

Title:

Date:

Email:

Telephone:

Return to: M.I.T. Technology Licensing Office, Room NE18-501, 255 Main Street, Cambridge, MA 02142
For further information see M.I.T. *Policies and Procedures* or the *Guide to the Ownership, Distribution and Commercial Development of M.I.T. Technology* (<http://tlo.mit.edu/community/policies>) or contact the TLO at (617) 253-6966.

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