

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

For-Profit Organization

I do not have an Employer/Home Institution

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")which is attached hereto. Although I may not be 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.

Princeton requires more than a de minimis use of University resources by a visitor that results in an invention or other intellectual property in order to trigger ownership rights governed by the Policy. Examples of de minimis uses by visitors would include use of office or conference room space, the library, personal computer equipment (as opposed to high performance computing clusters), and telephone usage. Additionally, nothing in this Agreement should be construed to limit the rights of a visitor to disseminate any software developed solely by the visitor while at Princeton under an open source license, unless of course the software was developed with funding, or pursuant to an agreement, that would otherwise prohibit or restrict such release, in which case the terms of the agreement would need to be respected.

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:

I. For Visitors who do not have a home institution:

I will disclose promptly to and assign to, and I hereby assign to, Princeton all rights to inventions, copyrightable materials (other than scholarly articles), 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.

II. For Visitors who have and employer/home institution:

- (i) if my salary, wages or stipend has been paid solely by Princeton, I will disclose promptly to and assign to, and I hereby assign to, Princeton all rights to all Intellectual Property (as defined above) conceived, invented, authored, or reduced to practice by me, either solely or jointly with others, which are subject to the Policy;
- (ii) if my salary, wages or stipend is being paid, solely or partially 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 (defined above) conceived, invented, authored, or reduced to practice by me, either solely or jointly with others, which are subject to the Policy;
- (iii) Unless already addressed in a separate sponsored research agreement, 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 this Agreement, and Princeton will take the lead for patent management and licensing of such Intellectual Property unless otherwise agreed to by the parties; and

- (iv) in the event that Intellectual Property covered by this Agreement 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.

III. For All Visitors:

I will execute all necessary papers and otherwise provide proper assistance, promptly upon Princeton's request, 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.

B. I will prepare and maintain for Princeton adequate and current written records of all such Intellectual Property.

C. 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 of all such Intellectual Property as well as all related documentations or tangible research property relating to Intellectual Property developed by me while at Princeton, which will at all times be and remain the property of Princeton.

This Agreement 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.

[THIS SECTION LEFT BLANK INTENTIONALLY]

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: