

## WPI Intellectual Property Assignment Agreement

I understand that Worcester Polytechnic Institute ("WPI" or "University") has and will continue to enter into contracts and grants with government agencies, industrial corporations, and foundations for the performance of research, training and development activities, and that these sponsors impose and set forth certain obligations and requirements with respect to rights in patents, inventions, copyrightable materials, computer software, and other rights, defined below as "Intellectual Property."

In consideration of my continued employment by University or as a non-employee (i.e., visit, consultancy, etc.), the availability to me of opportunities to perform research including, but not limited to, sponsored research and/or to utilize University resources and the assignment compliance requirements contained in 37 CFR Part 401 (P.L. 96-517, as amended by P.L. 98-620), I agree:

1. That all inventions (whether patentable or not), copyrightable materials, semiconductor mask works, tangible research property and trademarks ("Intellectual Property") conceived, invented, authored, or reduced to practice by me in the course of my employment, with the use of University resources, or as a result of a work-for-hire shall belong to the University, and be subject to the provisions of the WPI Intellectual Property Policy revised 5/17/96 ("WPI IP Policy"), and as amended from time to time; a copy of which may be found in my Department Head's office.

2. To disclose promptly in writing through the Technology Transfer Office any such Intellectual Property, to assign all rights to such Intellectual Property to University or its designee for this purpose, to execute all necessary papers, and to cooperate fully (at no out-of-pocket cost to myself) with the University or such designee to enable the University to obtain, maintain, or enforce for itself or its designee, patents, copyrights, or other legal protection for such Intellectual Property.

3. To make and maintain for University adequate and current written records of all such Intellectual Property deemed necessary by University in order effectuate and /or enforce Intellectual Property rights ("Written Records"), and to deliver to University upon request, copies of all such Written Records.

4. That I understand that with respect to any Intellectual Property and/or any other information ("Information") which falls under the Export Control Laws or any other government restrictions (Government Regulations"), such Information shall be subject to the terms and conditions set forth in such Government Regulations and that I will abide by such Government Regulations.

5. That I understand and accept the provisions of the University's royalty income-sharing policy as described in the WPI IP Policy, and as amended from time to time.

6. That I am now under no obligation to any person, organization or corporation with respect to any rights in Intellectual Property which are, or could reasonably be construed to be, in conflict with this Agreement, nor will I enter into an agreement which would create a conflict with this Agreement.

7. That I understand that this Agreement is part of the terms of my employment, covers the entire term of my employment (visit, consultancy, etc.), and that its obligations in regard to my activities shall continue after termination of my employment (visit, consultancy, etc.).

This Agreement replaces all previous agreements relating to the same or similar matters which I may have entered into with University. Discharge of my undertakings in this Agreement will be an obligation of my executors, administrators or other legal representatives or assignees.

Signed: \_\_\_\_\_  
(To include first name in full)

Date: \_\_\_\_\_

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

Position Title: \_\_\_\_\_

Signed: \_\_\_\_\_  
Witness

Date: \_\_\_\_\_

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