

ASSIGNMENT OF INVENTIONS AGREEMENT

I, _____, acknowledge that in the course of my employment/course of study with Thomas Jefferson University (“University”), I may be involved in or responsible for scientific and/or clinical research leading to inventions, as defined below. This Agreement between the University and me is made in consideration of my University employment, the availability to me of opportunities to perform research including sponsored research, and/or to utilize the resources of the University and sets forth my agreement to assign rights to inventions to the University.

DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meaning specified below:

- (a) **UNIVERSITY** collectively means Thomas Jefferson University and Jefferson University Physicians;
- (b) **INVENTION** means any scientific or technical discoveries, developments, improvements, or innovations, whether they are patentable or not. Examples of Inventions include but are not limited to new products or processes, improvements in existing products or processes, and any developments relating to computer software.
- (c) **UNIVERSITY INVENTIONS** means **INVENTIONS** that shall be the property of the University, as described below.
- (d) **TANGIBLE RESEARCH PROPERTY (TRP)** means any tangible property that is produced in the course of activities supported by the University, supported by external sponsors at the University, or produced with University facilities, resources, or other personnel. TRP includes, but is not limited to, biological materials (for example, cell lines); computer software and databases; circuit diagrams; engineering drawings; computer chips; laboratory notebooks; prototype devices; and equipment.

TERMS AND CONDITIONS OF ASSIGNMENT

- 1. I will promptly disclose in writing to the University, through the Office of Technology Transfer (**OTT**) all Inventions conceived or reduced to practice by me, whether solely or jointly with another, during my employment with the University, or from work directly related to professional or employment responsibilities at the University, or from work carried out on University time, or at University expense, or with substantial use of University resources under grants, contracts or awards made to the University by any extramural agency or entity. In addition, I agree to identify by date any publication, sale, public use or manuscript submission related thereto.

2. I agree to assign and do hereby assign to the University my entire right, title, and interest, including any copyright and patent rights, to all University Inventions conceived of or reduced to practice by me, either solely or jointly with another, during my employment/course of study with the University, except for Inventions made by me solely or jointly with others for which no equipment, supplies or facilities of the University were used and which were developed entirely on my own time, or on our own time in the case of joint inventors, unless Inventions relate either directly to the business of the University or to actual or demonstrably anticipated research or development of the University, or unless Inventions result from any work performed by me or by my joint inventor for the University.
3. If the University decides not to obtain patent protection, I understand I have the option to request release of the University's claim to ownership rights in any Invention. In such an event, I agree to submit a request for a release in writing to the University, through the Office of Technology Transfer, for a determination of the availability of any such release.
4. I will, at the University's request and expense, execute specific assignments to any University Inventions and execute, acknowledge, and deliver other such documents and take such further actions as may be considered necessary by the University at any time during or after my employment, to obtain and defend any patents in any and all countries and to vest complete title in such University Inventions in the University. I also agree to execute all documents and to fully cooperate in enabling the University to comply with the terms of any grant, contract, or award relating such patents and inventions. I hereby appoint the University OTT as my attorney-in-fact to perfect and to assign to the University the patent interests stated herein.
5. It is understood that this Agreement shall not include my rights to any Inventions reduced to practice, owned, or controlled by me prior to the date of my employment/course of study with the University. Any such Inventions shall be specifically identified by me in writing and a description thereof shall be attached hereto and made a part of this Agreement.
6. I acknowledge that any tangible research property, whether or not patentable, which is made in the course of employment at the University during my employment with the University, or from work directly related to professional or employment responsibilities at the University, or from work carried out on University time, or at University expense, or with substantial use of University resources under grants, contracts or awards made to the University by any extramural agency or entity is the property of the University. I also agree to assign in writing to the University all right, title and interest in and to any such tangible research property.

7. I understand that the University incurs binding obligations to sponsors under the terms of sponsored research agreements. When I participate in sponsored research, I understand that it is my responsibility to ascertain and abide by the terms of the sponsored research agreement as it relates to me. In particular, when engaged in outside activity, such as consulting, I recognize my duty to protect the University's obligations to its research sponsors.
8. I also understand that on occasion University policy or the University's obligations to research sponsors may require that I assign my interest in copyrightable materials to the University. In such cases, I agree to assign all right, title and interest in and to such materials to the University. I further understand that, in agreements with research sponsors, the University seeks to retain copyrights for its faculty.
9. I am under no obligation to any person, organization or corporation with respect to any INVENTIONS, tangible research property, or copyrightable materials that is, or could be reasonably construed to be, in conflict with this Agreement.
10. I will not, after the date of execution of this Agreement, during my employment by or relationship with the University, enter into any contractual arrangement creating patent obligations in conflict with this Agreement.
11. The legal interpretation of this Agreement is to be determined according to the laws of the Commonwealth of Pennsylvania.
12. This Agreement shall inure to the benefit of and may be enforced by the parties to this Agreement, and shall be binding upon me, my executors, and my assigns.

ACKNOWLEDGED AND ACCEPTED BY:

Signature	Date
Department	Title