



Patent and Invention Agreement under External Contracts, Grants and Other Sponsored Agreements

(Version dated 2-19-20)

I am a faculty member, graduate or undergraduate student, or other employee at Brown University or I have a non-employee relationship with the University as a _____ (insert relationship, *e.g.*, consultant, visiting scientist, etc.).

The Corporation of Brown University approved and adopted the Patent and Invention Policy (Policy Number 01.20.03) in December, 2019. I will abide by the provisions of the Policy and any amendments to it adopted from time to time, and I will execute any assignments or other documents necessary to comply with its terms.

I understand that the University has and will continue to enter into contracts, grants and other sponsored agreements with government agencies, industrial corporations, and foundations (collectively “Sponsors”) for the performance of research, training and development activities.

I understand that it is Brown University policy and that the University must obtain certain rights with respect to inventions and/or intellectual property made pursuant to and during the term of the University contracts, grants and other sponsored agreements (including previously conceived inventions that are first reduced to practice under the grant, contract or other sponsored agreement) in order to meet contractual obligations and effectuate the agreements.

I understand that upon request the University will provide me copies of the specific invention and/or intellectual property provisions of contracts, grants and other sponsored agreements with which I am involved.

Therefore, in consideration of the above and in order that the University may carry out its policies and its contractual obligations to Sponsors, I hereby agree on behalf of myself, my heirs, executors, administrators and assignees as follows:

1. If I perform part of the activity under any University contract, grant or other sponsored agreement, and I make or conceive or actually reduce to practice (solely or jointly with others) any invention in the course of or under any such contract, grant or other sponsored agreement, I will promptly provide the Office of the Vice President of Research or its designate a written disclosure sufficient to enable the University fully to disclose such invention to the Sponsor and to enable the University and/or the Sponsor to decide whether to obtain intellectual property protection thereon. If the University and/or Sponsor decide not to obtain intellectual property protection, I understand that I have the option to request that rights be assigned to me, subject to certain Sponsor rights.

2. I hereby convey, transfer, and assign to the University all right, title and interest in and to inventions, discoveries, works of authorship, and all other intellectual property that I, solely or jointly with others, conceive of, reduce to practice, author, or otherwise create during or under any University contracts, grants and other sponsored agreements. I also agree to do whatever is necessary to apply for and take out patents and to fully cooperate in enabling the University to comply with the terms of any contracts, grants and other sponsored agreements relating to such patents and inventions, it being understood that I shall not bear the cost and expense of prosecuting patent applications and preparing assignments.

3. I am not under any consulting arrangement nor do I have other obligation to any third party, association, organization or corporation (collectively "third parties") in respect to invention, patent, or other intellectual property rights that are or could reasonably be construed to be in conflict with this Patent and Invention Agreement or University policies on intellectual property, other than the obligations listed below:

Such third parties are: (if none, so indicate)

I will present to such third parties for execution such waivers and releases as may be requested by the University and I enter into this Patent and Invention Agreement insofar as it is consistent with my obligations to such third parties. I understand that if appropriate waivers or releases cannot be secured from such third parties, it may not be possible for me to participate or be involved in University contracts, grants or other sponsored agreements, or work conducted under such.

4. I will not, after the date of execution of the Patent and Invention Agreement and for the duration of my employment by or relationship with the University, enter into any contractual arrangement creating patent or intellectual property obligations that conflict with this Patent and Invention Agreement or University policies on intellectual property.

I have executed this agreement this ___ day of ____, 20__.

Signature

Type or Print Name