

Patent and Invention Agreement under External Contracts and Grants

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.)

I understand that the 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.

I understand that these grants and contracts usually require the University to convey certain rights with respect to inventions and/or patents made during the term of the grant or contract (including previously conceived inventions which are first reduced to practice under the grant or contract).

I understand that upon request I shall be provided with copies of the specific invention and/or patent provisions of grants or contracts to which I am a participant.

Therefore, in consideration of the above and in order that the University may carry out 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 grant or contract 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 grant or contract, I will provide the University promptly, at the Office of Sponsored Projects, with 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 patent protection there on. If the University and/or Sponsor decide not to obtain patent protection, I understand that I have the option to request that rights be assigned to me.
2. To do whatever is necessary to apply for and take out patents and to assign in writing to the University that right, title and interest in and to inventions and patents which result from grants and contracts in which I have participated. I also agree to execute all documents and to fully cooperate in enabling the University to comply with the terms of any grant or contract relating to such patents and inventions, it being understood that the cost and expense of prosecuting patent applications and preparing assignments thereof shall be paid by others than myself.
3. I am now under no consulting or other obligations to any third person, association, organization or corporation in respect to invention or patent rights which are, or could reasonably be, construed to be in conflict with this Patent and Invention Agreement 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 in grants and contracts at the University.

- 4. I will not, after the date of execution of the Patent and Invention Agreement, during my employment by or relationship with the University, enter into any contractual arrangement creating patent obligations in conflict with this Patent and Invention Agreement.

IT IS EXPRESSLY AGREED THAT ALL OF THE FOREGOING IS LIMITED TO THOSE CASES IN WHICH THE UNIVERSITY IS REQUIRED BY THE TERMS OF EXTERNALLY SPONSORED AGREEMENTS TO OBTAIN THEAFOREMENTIONED ASSIGNMENT(S) OF RIGHTS.

In WITNESS WHEREOF, I have executed this agreement this _____ day of _____, 20 __.

Signature of Witness

Signature of Respondent

Type or Print Name of Witness

Type or Print Name of Respondent