



Rensselaer

**Rensselaer
Intellectual Property
Agreement**

Introduction

Rensselaer Polytechnic Institute has adopted an Intellectual Property Policy that applies to all faculty, staff, and students at Rensselaer and to any person who uses Rensselaer support. A copy of the current Policy may be found at www.rpotechnology.com. Although the Policy by its terms automatically applies to all such persons, it is the practice of Rensselaer to have each individual to whom the Policy applies sign this Agreement to confirm he or she understands the Policy and to implement some of its provisions.

Agreement

I confirm that the Rensselaer Intellectual Property Policy, in effect, and as it may be amended from time to time, apply .

I acknowledge knowing the Policy specifies the rights and responsibilities of those individuals subject to it and that some of those responsibilities include:

1. immediately disclosing to Rensselaer any intellectual property I already own or for which I already have or am subject to a license¹;
2. creating and maintaining research documentation relevant to intellectual property;
3. submitting written disclosures of new intellectual property to the appropriate office at Rensselaer when practicable; and
4. supporting the ownership and protection of Rensselaer's intellectual property, including executing necessary documents to confirm such ownership and protection, and not signing agreements with third parties that conflict with the Policy or the intellectual property rights I must assign to Rensselaer under the Policy.

Therefore, I will, and do assign to Rensselaer all my right, title and interest in all intellectual property I create that is described in Section 2.2 of the Policy (Rensselaer-Owned Intellectual Property).

Rensselaer sometimes accepts obligations under the terms of sponsored research or other agreements, including obligations to keep technology or information of others confidential, and these obligations are binding on those participating in externally sponsored programs. If I am associated with such a program, it is my responsibility to ascertain the terms of such agreements as they relate . I agree to do so and abide by all terms of such agreements.

I acknowledge and understand that the Policy and this Agreement are part of the conditions and terms of my relationship with Rensselaer and that some obligations recited

¹Item 1 of the Agreement refers to the obligation to disclose and identify already owned or licensed intellectual property. Collection of this information will help the parties comply with obligations imposed by US federal case law, which has limited the research use defense in patent infringement cases, and requires that Rensselaer and its research personnel carefully inventory third party intellectual property rights and arrange for appropriate permissions for the use of this intellectual property while at Rensselaer. If you now own intellectual property, or have licensed rights to intellectual property from Rensselaer or another person or entity prior to the date of execution of this Agreement, please fill in the question on page 3 of this Agreement.

in these documents will continue to be binding even after my relationship with Rensselaer ends. I also understand that the Policy and this Agreement supersede and replace all prior editions of Rensselaer intellectual property policies and related agreements I may have with Rensselaer.

I further agree that unless first disclosed in writing to the Office of the Vice President for Research, I will not use or permit anyone under my supervision to use any intellectual property or material belonging to anyone other than Rensselaer (collectively, "Prior Intellectual Property") in my research or development work at Rensselaer. If I permit the use or incorporation into a Rensselaer product, process or machine of my Prior Intellectual Property, I grant to Rensselaer a non-exclusive, royalty-free, fully-paid up, irrevocable, perpetual, license throughout the universe, with the right to sublicense, to make, have made, copy, modify, make derivative works of, use, sell and otherwise distribute such Prior Intellectual Property in or with such product, process or machine.

Disclosure Statement:

Q.1. As of this Agreement, do you own any intellectual property, or have you licensed rights to intellectual property either from Rensselaer or from any other person or entity?

___ Yes

___ No

A. If the answer to Q.1 is yes, please supply the name and address of the owner of the intellectual property, a complete description of the intellectual property, including, if available, issued patent or application number(s), copyright registration number(s), and a copy of the license agreement(s).

B. If the answer to Q.1 is yes, do you anticipate using that intellectual property in the research you will be conducting at Rensselaer?

___ Yes

___ No

AGREED TO BY:

Signature _____

Print Name _____

Department or Center _____

Title _____

Rensselaer I.D. Number _____

Date _____