



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 as well as to any person who makes significant use of 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 that he or she understands the Policy and to implement some of its provisions.

Agreement

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

Responsibilities. I acknowledge knowing that 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 as soon as practicable;
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 am required to assign to Rensselaer under the Policy; and
5. not using or permitting anyone under my supervision to use any intellectual property or material belonging to anyone other than Rensselaer in my research or development work at Rensselaer without first disclosing such in writing to the Vice President for Research and assisting in the acquisition of licenses for same.

Assignment. I will, and hereby 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).

Grant of License. If I permit the use or incorporation into a Rensselaer product, process or machine of any intellectual property or materials owned solely by me, or owned by me jointly with another, I hereby grant to Rensselaer a non-exclusive, royalty-free,

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.

fully-paid up, irrevocable, perpetual, license throughout the universe in and to my interest in such intellectual property or material (“Prior Intellectual Property”), 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.

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

Disclosure Statement:

Q.1. As of the date 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 the use of that intellectual property in the research that you will be conducting at Rensselaer?

Yes
 No

AGREED TO BY:

Signature _____
Print Name _____
Department or Center _____
Title _____
Rensselaer I.D. Number _____
Date _____