

Intellectual Property Participation Agreement

The President and the Trustees of the University of Pennsylvania adopted on July 1, 1993 a restated Policy and Procedures on Inventions and Patents and a new Policy and Procedures on Tangible Research Property (collectively, "Policies and Procedures"). These Policies and Procedures apply to faculty, employees and students of the University, and in particular to anyone who participates in externally sponsored programs.

Agreement

In order that the University may fulfill legal and contractual obligations to sponsors of research, and in consideration of my employment by the University, or my participation in sponsored research, or my use of funds, facilities, or other resources provided by the University, I hereby agree as follows:

1. I have read, and I understand and agree to be bound by, the terms of the Policies and Procedures as well as by the terms of any revisions or amendments adopted by the President and/or the Trustees of the University of Pennsylvania. I understand that words appearing as all capitalized letters in this Agreement are used as defined in the policies and Procedures.

2. I agree to report to the INTELLECTUAL PROPERTY ADMINISTRATOR ("IPA") any INVENTION which is conceived or reduced to practice in the course of my employment at 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 or otherwise. I also agree to assign in writing to "The Trustees of the University of Pennsylvania" all right, title and interest in and to any such INVENTION.

3. I acknowledge that any TANGIBLE RESEARCH PROPERTY, whether or not patentable, which is made in the course of employment at 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 or otherwise is the property of the University. I also agree to assign in writing to the "The Trustees of the University of Pennsylvania" all right, title and interest in and to any such TANGIBLE RESEARCH PROPERTY.

4. 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.

5. 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 "The Trustees of the University of Pennsylvania." I further understand that, in agreements with research sponsors, the University seeks to retain copyrights for its faculty.

6. I will cooperate fully with the University in the preparation and prosecution of patents, in the registration of copyrights and in the preparation and execution of all documents necessary or incidental thereof.

7. I accept the provisions for the sharing of royalties and equity in the Policies and Procedures as stated therein, and as amended from time to time.

8. I am under no obligation to any person, organization or corporation with respect to any INVENTION(S), TANGIBLE RESEARCH MATERIAL or copyrightable materials which is, or could be reasonably be construed to be, in conflict with this agreement.

9. I agree that this Agreement is effective as of the first date of my employment, appointment or matriculation, as the case may be, and applies to any INVENTIONS, TANGIBLE RESEARCH MATERIAL, or copyrightable materials made during the time I am employed by the University, hold an appointment or continue to matriculate.

Signature: _____ Date: _____

Printed Name: _____