

UNIVERSITY INTELLECTUAL PROPERTY AGREEMENT (IPA)

Purpose: This IPA is required to be completed and signed by individuals first appointed or transferred to the following classification categories: (1a) executive, administrator, academic administrator, and academic throughout the University; (b) faculty, staff exempt, staff nonexempt, and technical service in academic or academic service units throughout the University; (2) for any existing employee in the above classification categories who has not previously signed this IPA; (3) graduate assistants/fellows/trainees at the time of their first appointment; and (4) undergraduate/graduate students, postdoctoral trainees/research associates, wage payroll employees, visiting scholars/scientists/students, emeritus/retired faculty and others who may be in a position to make, conceive, or reduce to practice inventions or otherwise develop technology.

Instructions: The IPA is to be signed electronically via an authenticated signature process per instructions from the Penn State Office of Human Resources or the Office of Technology Management. Alternately, a hard copy may be signed in ink and sent to the **Office of Technology Management, 311 Barron Innovation Hub, 123 S. Burrowes Street, State College, PA 16801**, via your department of employment/association.

In consideration of my employment/appointment/association, I agree to abide by the terms of the University's Intellectual Property Policies and Procedures currently in effect, as well as any subsequent revisions thereto. In so agreeing, I especially acknowledge my responsibilities:

- (1) to assign and do hereby assign to the University (or its designee) all rights which I have or may acquire in inventions, discoveries, rights of patent therein, software or courseware which are conceived, reduced-to-practice, or authored by me to the extent specified in University policy:
 - (a) with the use of University facilities or resources, or
 - (b) in the field of expertise and/or within the scope of responsibilities covered by my employment/appointment/association with the University (hereafter PSU IP);
- (2) to submit invention disclosures to the University promptly following the completion of conception or the first reduction-to-practice of any PSU IP;
- (3) to do whatever is required to enable the University (or its designee), at its expense, to protect the PSU IP whether by patent, copyright or otherwise; including:
 - (a) making myself available for meetings and providing necessary documentation, data and research results to support the filing or prosecution of patent applications covering PSU IP,
 - (b) reviewing and signing documents from PSU or from patent attorneys retained by PSU (or its designee) to seek protection of PSU IP, and
 - (c) assisting the University (or its designee) in seeking licensees to commercialize PSU inventions;
- (4) to maintain laboratory documentation, including laboratory notebooks, where appropriate, to adequately demonstrate that inventions or discoveries were conceived or first reduced-to-practice by me including clear identification of any sponsorship;
- (5) to provide to the University, prior to completion of my association with work contracted pursuant to contracts or grants, a complete disclosure of all software, inventions or discoveries conceived or first reduced-to-practice by me with the utilization of time, money or facilities charged to contracts or grants, and copyrightable works vested thereunder.

I acknowledge that I have been provided full access to all PSU policies governing intellectual property, and I agree it is my responsibility to read, understand and abide by all University policies governing intellectual property. I acknowledge that I have had all of my questions answered regarding those policies, and that it is my responsibility to seek any additional information that I require from the Office of Technology Management and the University Policy Manual.

I understand that this IPA is part of the terms of my employment/appointment/association; that any contract of employment or other legally binding agreement entered into by me with the University after the date of this IPA shall fully incorporate and include the terms of this IPA unless a provision of that subsequent contract of employment specifically modifies this IPA.

My responsibility set forth in Section (3), will continue after termination of my employment/appointment/association with the University.

If I am now or hereafter become employed as a principal investigator or director of a University research, development, or other type of project, I will abide by the terms of this IPA and determine whether each person who performs any part of the research or development work on the project for which I am responsible has signed an appropriate Intellectual Property Agreement; and if not, will obtain such additional Intellectual Property Agreements as are necessary, and forward them to the **Office of Technology Management, 311 Barron Innovation Hub, 123 S. Burrowes Street, State College, PA 16801.**

I intend to be legally bound by this IPA.

PSU ID Number only

Last Name First Name

College/Department/Administrative Unit

Signature

Date