

THE UNIVERSITY OF ALABAMA IN HUNTSVILLE
PATENT AGREEMENT

I _____, agree, as a contractual obligation and as a condition of my employment at The University of Alabama in Huntsville, to abide by the terms of the Patent Policy of The Board of Trustees of The University of Alabama and its constituent institution, The University of Alabama in Huntsville (herein, the “University”), along with any other policy of the University dealing with patents currently in effect and any subsequent revisions thereto.

Without limiting the generality of the foregoing, I particularly agree to the following:

- 1) To report promptly, both while employed by the University and thereafter, to the Director of the Office of Technology Commercialization in the format approved by the University, any invention or discovery which I have conceived, developed or created, or which has been conceived, developed or created under my direction, following my initial appointment or hiring by the University, and to aid the Office of Technology Commercialization in meeting any University disclosure obligations arising from the receipt of external funding for research.
- 2) To assign to the University (or its designee) all rights that I may have or may acquire in any such inventions or discoveries (as described in paragraph one above) that are conceived, reduced to practice, developed or created by me and that fall into any of the following categories:
 - a) Are the result of research carried on by me individually or by another University employee acting under my direction and/or having the costs thereof paid from University funds or from funds under the control of or administered by the University; or
 - b) Are made by me and relate to my field of work at the University; or
 - c) Are developed in whole or in part by the utilization of resources or facilities belonging to the University.
- 3) To do whatever is required to enable the University (or its designee), at its expense, to protect the University’s interest, including the following:
 - a) Making myself available to assist the University’s patent counsel and providing necessary documentation, data, and research results to support the filing or prosecution of patent applications covering the University’s inventions or discoveries; and

- b) Reviewing and signing documents related to such patent applications; and
 - c) Assisting the University (or its designee) in identifying potential licensees and in seeking licenses or other vehicles to commercialize University patent rights.
- 4) To create and maintain in a timely manner appropriate laboratory documentation, including laboratory notebooks, to adequately demonstrate that inventions or discoveries were conceived or first reduced-to-practice by me.

I understand that the distribution of royalties and other receipts from commercialization of patents will be governed by University policy in place at the time the initial disclosure is made to the Office of Technology Commercialization.

I understand and agree that it is my responsibility to read and understand University polices regarding intellectual property, including the University's patent policy and copyright policy. I understand that this agreement is part of the terms and conditions of my continued employment and that the responsibilities set forth in section 3 above will continue indefinitely after the termination of my employment at the University.

Name (Print)

Department

Signature

Date