

Massachusetts Institute of Technology
Inventions and Proprietary Information Agreement for Visiting Scientist or Affiliate

Legal Name (please print or type): FIRST: MIDDLE: LAST:

M.I.T. ID No.:

Birth Month/Day: (The year of birth is not required)

Email address at MIT:

Department in which you will be performing research:

MIT Principal Investigator (if applicable):

Employer/Home Institution:

Email address at Employer/Home Institution:

If applicable, Sponsored Research Agreement between Employer/Home Institution and M.I.T.: OSP Account # dated

***You must complete all above items in full, sign this Agreement at the bottom of this form, and return this Agreement to the Technology Licensing Office before you may participate in research at M.I.T.**

This agreement is made in consideration of the following:

- my performance of research at M.I.T.; and/or
- opportunities made or to be made available to me to use M.I.T. funds, facilities or other resources.

In exchange for the consideration listed above:

- A. I will disclose promptly to and assign to, and I hereby assign jointly to, M.I.T and my Employer all rights to all inventions, copyrightable materials, computer software, semiconductor mask works, tangible research property, and trademarks (“Intellectual Property”) conceived, invented, authored, or reduced to practice by me, either (i) jointly with employees or students of M.I.T. in the performance of the research defined under the Sponsored Research Agreement or (ii) solely or jointly with others in the performance of the research defined under the Sponsored Research Agreement with significant use of M.I.T. administered funds or M.I.T. facilities as defined in Paragraph 2.1.2. in the Technology Policy Guide.
- B. I will disclose promptly to and assign to, and I hereby assign to, M.I.T. all rights to all inventions, copyrightable materials, computer software, semiconductor mask works, tangible research property, and trademarks (“Intellectual Property”) conceived, invented, authored, or reduced to practice by me, either solely or jointly with others, other than in the performance of the research defined under the Sponsored Research Agreement, which:
 - (i) are developed in the course of or pursuant to a sponsored research or other agreement (other than the Sponsored Research Agreement) in which I am a participant as defined in Part 2 of the Technology Policy Guide; or
 - (ii) result from the significant use of M.I.T. administered funds or M.I.T. facilities as defined in Paragraph 2.1.2. in the Technology Policy Guide.
- C. I will execute all necessary papers and otherwise provide proper assistance, promptly upon M.I.T.’s request and at M.I.T.’s or, as applicable, my Employer’s expense, during and subsequent to the period of my M.I.T. affiliation, to enable M.I.T. and, as applicable, my Employer to obtain, maintain, or enforce for itself or its nominees, patents, copyrights or other legal protection for such Intellectual Property.
- D. I will prepare and maintain for M.I.T. or, as applicable, for M.I.T. and my Employer adequate and current written records of all such Intellectual Property.
- E. I will deliver promptly to M.I.T. when I leave M.I.T. for whatever reason, and at any other time as M.I.T. may request, copies of all written records referred to in Paragraph D. above as well as all related memoranda, notes, records, schedules, plans or other documents, and tangible research property made by, compiled by, delivered to, or manufactured, used, developed or investigated by M.I.T., which will at all times be the property of M. I. T.
- F. I will not disclose to M.I.T. or use in my work at M.I.T. (unless otherwise agreed in writing with M.I.T.):
 - (i) any proprietary information of any of my current or prior employers or of any third party, such information to include, without limitation, any trade secrets or confidential information with respect to the business, work or investigations of such prior employer or other third party; or
 - (ii) any ideas, writings, or Intellectual Property of my own which are not included in Paragraph A. above within the scope of this Agreement (please note that inventions previously conceived, even though a patent application has been filed or a patent issued, are subject to this Agreement if they are actually first reduced to practice under the circumstances included in Paragraph A. above).

This Agreement replaces all previous agreements relating in whole or in part to the same or similar matters that I may have entered into with M.I.T. It may not be modified or terminated, in whole or in part, except in writing signed by an authorized representative of M.I.T. Discharge of my undertakings in this Agreement will be an obligation of my executors, administrators or other legal representatives or assignees.

Furthermore, I represent that, except as identified on pages attached hereto: (i) I have not executed any agreements with or incurred any obligations to others in conflict with the foregoing; and (ii) I will not, while bound by this Agreement, enter into any other agreements, or otherwise incur any obligations, that conflict with the foregoing.

Your Signature (include full first name)

Date:

Acknowledged by Employer/Home Institution:

Company Name:

By

Title

Date

Return to: M.I.T. Technology Licensing Office, Room NE18-501, One Cambridge Center, Cambridge, MA 02142

For further information see M.I.T. *Policies and Procedures* or the *Guide to the Ownership, Distribution and Commercial Development of M.I.T. Technology*, or contact the TLO at (617) 253-6966.