

Massachusetts Institute of Technology
Inventions and Proprietary Information Agreement

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: _____

Department: _____

***All items above must be completed in full before returning to the Technology Licensing Office**

This agreement is made in consideration of the following:

- my continuing or anticipated employment at the Massachusetts Institute of Technology (“M.I.T.”); and/or
- my performance of research at M.I.T.; and/or
- opportunities made or to be made available to me to make significant use of M.I.T. administered funds or M.I.T. facilities; and/or
- opportunities to share in royalties and other inventor/author rights outlined in the “Guide to Ownership, Distribution and Commercial Development of M.I.T. Technology” (the “Technology Policy Guide”) as in effect from time to time.

In exchange for the consideration listed above, I agree to each of the following:

- A. To disclose promptly to and 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, which:
- (i) are developed in the course of or pursuant to a sponsored research or other 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; or
 - (iii) result from a work-for-hire funded by M.I.T. as defined in Paragraph 2.1.3 of the Technology Policy Guide.
- B. To execute all necessary papers and otherwise provide proper assistance, promptly upon M.I.T.’s request and at M.I.T.’s expense, during and subsequent to the period of my M.I.T. affiliation, to enable M.I.T. to obtain, maintain, or enforce for itself or its nominees, patents, copyrights or other legal protection for such Intellectual Property.
- C. To prepare and maintain for M.I.T. adequate and current written records of all such M.I.T. Intellectual Property
- D. To 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 C. 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.
- E. Not to 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 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.

I represent that, except as identified on pages attached hereto, I have no agreements with or obligations to others in conflict with the foregoing.

Witness Signature
Print name: _____

Your Signature (include full first name)
Date: _____

Return to: M.I.T. Technology Licensing Office, Room NE25-230, Five 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.