**Massachusetts Institute of Technology (“MIT”)**

**Inventions and Proprietary Information Agreement (“IPIA”)**

**for Visiting Scientist under a**

 **Marie Skłodowska-Curie Outgoing International Fellowship**

**Legal Name of Fellow (please print): FIRST: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ MIDDLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ LAST: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Fellow”)**

**MIT ID No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Birth Month/Day: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (year of birth not required)**

**Email address at MIT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Department hosting Research: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**MIT Principal Investigator for the Research: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Employer Name and Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“University”)**

**Name, Email & Address of Authorized Representative of University: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**\*Fellow must complete all above items in full, sign this IPIA at the bottom of this form before a witness, have Fellow’s Employer (“University”) execute the Employer signature block, and return this IPIA to the MIT Technology Licensing Office before you may participate in research at MIT.**

This IPIA is entered into by Fellow, University and MIT in regard to a Marie Skłodowska-Curie Action hosted by MIT (the “Fellowship”) for consideration comprising opportunities made or to be made available to University and Fellow to make significant use of one or more of the following: MIT administered funds or MIT administered facilities in the performance of research at MIT and hosting of this Fellowship by MIT, which may include Research guidance, supervision, participation and support by certain MIT faculty and personnel; and consideration may also include opportunities to share in royalties and other inventor/author rights outlined in the “Guide to Ownership, Distribution and Commercial Development of MIT Technology” (the “Technology Policy Guide”) as in effect from time to time.

In exchange for the consideration listed above, Fellow and University agree to each of the following:

1. Fellow and University will disclose promptly and assign to, and each does hereby assign to, MIT and University jointly and co-equally all rights that each respectively holds, now or in the future, 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 Fellow, either (i) jointly with employees or students of MIT in the performance of the Research as defined under that certain Marie Skłodowska-Curie Visitor Agreement (the “MCVA”) between University and MIT relating to my Marie Skłodowska-Curie Outgoing International Fellowship or (ii) solely or jointly with others in the performance of the Research as defined under such MCVA with significant use of MIT administered funds or MIT facilities as defined above and in Paragraph 2.1.2. in the Technology Policy Guide;
2. Fellow and University will disclose promptly and assign to, and each does hereby assign to, MIT all rights that each respectively holds, now or in the future, to all Intellectual Property conceived, invented, authored, or reduced to practice by the Fellow, either solely or jointly with others, other than in the performance of the Research as defined under the MCVA, which result from the Fellow’s own or the Fellow’s co-inventor’s/co-author’s significant use of MIT administered funds or MIT facilities as defined above and in Paragraph 2.1.2. in the Technology Policy Guide;
3. Fellow and University will each take all necessary actions and execute all necessary papers, and otherwise provide proper assistance promptly upon MIT’s or University’s request and at MIT’s or University’s expense, during and subsequent to the Fellow’s performance of research at MIT, to enable MIT and/or University to obtain, maintain, or enforce for themselves or their nominees, their respective rights as set forth above and in the MCVA in such Intellectual Property and related patents, copyrights and other legal protections of such Intellectual Property;
4. Fellow and University will each prepare and maintain for MIT or for MIT and University, as applicable, adequate and current written records of all such Intellectual Property;
5. Fellow and University will each deliver promptly to MIT when the Fellow leaves MIT for any reason, and at any other time or times that MIT 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 MIT, which will at all times be the property of MIT; and
6. Fellow will not disclose to MIT or use in Fellow’s work at MIT (unless otherwise agreed in writing by MIT):

(i) any proprietary information of any of Fellow’s 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 current or prior employer (including University) or other third party; or

(ii) any ideas, writings, or Intellectual Property of Fellow’s own which are not included in Paragraphs A. or B. above within the scope of this IPIA (please note that inventions previously conceived, even though a patent application has been filed or a patent issued, are subject to this IPIA if they are actually first reduced to practice under the circumstances included in Paragraphs A. or B. above).

This IPIA replaces all previous agreements relating in whole or in part to the same or similar matters that Fellow or University may have entered into with MIT, excluding the MCVA. This IPIA may not be modified or terminated, in whole or in part, except in writing signed by an authorized representative of each of Fellow, University and MIT. Discharge of the undertakings of each of Fellow and University in this IPIA will be the respective obligation of each and of the respective executors, administrators or other legal representatives, successors, or assignees of each.

Fellow and University each represent that except as identified on pages attached hereto, neither has any agreement with or obligations to others in conflict with the above. This IPIA is made and shall be interpreted under the laws of the Commonwealth of Massachusetts and United States federal law.

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**Witness Signature**  **Your Signature**

**Print name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Execution by Employer:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **(Authorized Signature)**

**Institution Name:**

**By:**

**Title:**

**Date:**

**Return to: MIT Technology Licensing Office, Room NE18-501, 255 Main Street, Kendall Square, Cambridge, MA 02142 USA**

**For further information see: *MIT* *Policies and Procedures* or the *Guide to the Ownership, Distribution and Commercial Development of MIT Technology*,**

**OR contact the TLO at (617) 253-6966**