January 2023

**Massachusetts Institute of Technology**

**Inventions and Proprietary Information Agreement**

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

**MIT ID No.:**

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

**Email address at MIT:**

**Department/Laboratory:**

**\*All items above are required and must be completed in full.**

All capitalized and undefined terms used below have the meaning set forth in Section 13.1 of MIT’s Policy & Procedures (“Section 13.1” or “[IP Policy](https://policies.mit.edu/policies-procedures/130-information-policies/131-intellectual-property)”).

I have read, and understand, the IP Policy. I agree to be bound by the terms of the IP Policy and I understand that this agreement (the “Agreement”) confirms the applicability of the IP Policy to me.

In exchange for the consideration described in the IP Policy, and as confirmation of the commitment I made pursuant to the IP Policy:

1. Unless such Intellectual Property falls within an exception set forth in Section 13.1.3, I will disclose promptly to and assign to, and I hereby assign to, MIT all rights to all Intellectual Property conceived, invented, reduced to practice, authored or created by me, either solely or jointly with others, which were generated by one or more of the following:
	1. using MIT Funds;
	2. in the performance of my MIT employment;
	3. in the performance of a MIT collaboration, research or other sponsored agreement;
	4. taking advantage of an MIT Opportunity.

I further acknowledge that the obligations set forth in this Agreement will continue after I cease the activities set forth above.

1. I will execute all necessary papers and otherwise provide assistance, promptly upon MIT’s request and at MIT’s expense, during and subsequent to the period of my MIT employment, research, visit or affiliation, and/or subsequent to any use of MIT Funds or MIT Opportunity made available to me, to enable MIT to obtain, maintain, defend or enforce for itself or its agents, assignees, or licensees, all patent, copyright or other legal protection for such Intellectual Property.
2. I will prepare and maintain for MIT adequate, thorough and current Supporting Information related or relevant to Intellectual Property described in Section A of this Agreement.
3. When I (a) cease use of MIT Funds, (b) cease my MIT employment, (c) cease performance of a particular collaboration, research or other sponsored agreement or (d) cease taking advantage of any particular MIT Opportunity, and at any other time as MIT may request, I will deliver promptly to MIT all Materials and all Supporting Information generated pursuant to part(s) (i)-(iv) of Section A.
4. I will treat all Intellectual Property included in Section A, and all MIT research proposals, as confidential and proprietary information of MIT and will not disclose it to third parties, or use it for any non-MIT purposes, except pursuant to terms contained in an agreement then in effect with MIT, unless and until such Intellectual Property and MIT research proposals are published or become publicly available as a result of actions permissibly taken by MIT.
5. I will not disclose to MIT or use in my research, teaching or educational activities at MIT, or in the performance of my MIT employment, (unless otherwise agreed in writing with MIT):
	1. any confidential or proprietary information of any third party (for example, a third party for whom I consult or a prior employer), 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
	2. any intellectual property of my own (i.e., intellectual property that is **not** included in Section A). However, if a patent application has been filed or a patent issued on an invention(s) conceived prior to my commitment pursuant to Section 13.1.4, I understand and acknowledge that such invention(s), **is still** subject to this Agreement if first actually reduced to practice under the circumstances described in Section A.

This Agreement replaces all previous agreements, whether oral or written, relating in whole or in part to the same or similar matters that I may have entered into with MIT. This Agreement may not be modified or terminated, in whole or in part, except in writing signed by an authorized representative of MIT.

Discharge of my undertakings in this Agreement will be an obligation of my executors, administrators, or other legal representatives or assignees.

This Agreement and all disputes arising out of or related to this Agreement, shall be construed, governed, interpreted and applied in accordance with the laws of the Commonwealth of Massachusetts, U.S.A., without regard to conflict of laws principles. The state and federal courts having jurisdiction over Cambridge, MA, U.S.A., provide the exclusive forum for any court action relating to this Agreement.

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**Your Signature (required, include full first name) Date (required)**