

Massachusetts Institute of Technology
Inventions and Proprietary Information Agreement for Visitors and Research Affiliate Appointments

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:

Host Department/Laboratory at MIT in which you will be performing research:

MIT Principal Investigator/Faculty Host:

Employer/Home Institution:

Non-Profit Research or Academic Institution (Section B also applies)

For-Profit Organization (if visitor's appointment is in connection with a sponsored research agreement between your Employer and MIT, Section C also applies)

Please list applicable sponsored research agreement(s) between your Employer and MIT:

Title of the agreement: “ ” and date of the agreement, or MIT Account #: *(may also be referred to as a KC Account #)*

I do not have an Employer/Home Institution (i.e., I am self employed)

Email address at Employer/Home Institution:

*** All items above are required. This form must be completed in full before you may participate in research activities at MIT.**

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](#)”). I have read, and understand, the IP Policy, and understand that the IP Policy applies to me as a visitor or research affiliate at MIT. 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:

- A. Subject to Sections B or C below (if and as applicable), and 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:
- (i) using MIT Funds;
 - (ii) in the performance of a MIT collaboration, research or other sponsored agreement;
 - (iii) 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.

B. For Visitors and Research Affiliates from Non-Profit Research or Academic Institutions

My Employer/Home Institution is a Non-Profit Research or Academic Institution:

- (i) if my salary, wages or stipend has been paid solely by my Employer/Home Institution, then I will disclose promptly to and assign to, and I hereby assign jointly to, my Employer/Home Institution and MIT all rights to all Intellectual Property included in Section A; and
- (ii) my Employer/Home Institution acknowledges and agrees that my present assignment contained in Section B (i) supersedes any prior assignment, or obligation to assign, that I have made to my Employer/Home Institution, solely with respect to the Intellectual Property included in Section A;
- (iii) MIT and my Employer/Home Institution will enter into a mutually acceptable joint invention agreement to administer their respective rights and obligations with regard to any jointly owned Intellectual Property covered by Section B (i), which will

- include terms permitting MIT to take the lead with respect to patent management and licensing of such Intellectual Property unless otherwise agreed to by MIT and my Employer/Home Institution; and
- (iv) in the event that Intellectual Property covered by paragraph B (i) is also subject to an agreement (e.g., a sponsorship agreement) between MIT and a third party, my Employer/Home Institution will work cooperatively with MIT to allow MIT to meet any third party obligations.

C. For Visitors and Research Affiliates from For-Profit Organizations

My Employer is a For-Profit Organization that is sponsoring research at MIT pursuant to the sponsored research agreement(s) referenced above, therefore:

- (i) I will disclose promptly to and assign to, and I hereby assign jointly to, my Employer and MIT all rights to all Intellectual Property included in Section A that is developed pursuant to such sponsored research agreement(s); and
- (ii) my Employer acknowledges and agrees that my present assignment contained in Section C (i) supersedes any prior assignment, or obligation to assign, that I have made to my Employer, solely with respect to the Intellectual Property included in Section A;
- (iii) MIT and my Employer will enter into a mutually acceptable joint invention agreement to administer their respective rights and obligations with regard to any jointly owned Intellectual Property covered by Section C (i), which will include terms permitting MIT to take the lead with respect to patent management and licensing of such Intellectual Property unless otherwise agreed to by MIT and my Employer in the sponsored research agreement referenced above or otherwise.
- D. I will execute all necessary papers and otherwise provide assistance, promptly upon MIT's request and at MIT's or, as applicable, my Employer/Home Institution's expense, during and subsequent to the period of my MIT research, visit or affiliation, and/or subsequent to any use of MIT Funds or MIT Opportunity made available to me, to enable MIT and, as applicable, my Employer/Home Institution to obtain, maintain, defend or enforce for itself or its agents, assignees, or licensees, all patents, copyrights or other legal protection for such Intellectual Property.
- E. I will prepare and maintain for MIT or, as applicable, for MIT and my Employer/Home Institution adequate, thorough and current Supporting Information related or relevant to Intellectual Property described in Section A of this Agreement.
- F. When I (a) cease use of MIT Funds, (b) cease performance of a particular MIT collaboration, research or other sponsored agreement or (c) 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)-(iii) of Section A.
- G. 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: (a) to comply with my disclosure obligation as set forth in Section B (i) or Section C (i) or (b) pursuant to terms contained in an agreement then in effect with MIT, including the sponsored research agreement referenced above (if applicable), 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.
- H. I will not disclose to MIT or use in my research, teaching or educational activities at MIT (unless otherwise agreed in writing with MIT, such as an agreement contained in the sponsored research agreement referenced in Section C):
- (i) 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
- (ii) 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.

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

Date (**required**)

The following section must be completed by someone who is authorized to accept the terms and conditions of this Agreement on behalf of your Employer/Home Institution (i.e., the Authorized Representative):

The entity named below acknowledges and agrees that the individual whose signature appears above is released from any obligation to it that conflicts with the terms of this Agreement. The person signing below represents and warrants that he or she is duly authorized to sign this document on behalf of the named organization.

Agreed to by Employer/Home Institution: _____(*signature required*)

Employer/Home Institution Name:

By (printed name of Authorized Representative):

Title:

Date:

Email:

Telephone: