

TUFTS UNIVERSITY
Agreement on Ownership of Intellectual Property

Legal Name: FIRST: _____ MIDDLE: _____ LAST: _____
Tufts ID No.: _____ Birth Month: _____ Birth Day: _____ (The year of birth is not required.)
E-mail address: _____ Department: _____

**All items above must be completed in full before returning this Agreement to the
Office for Technology Licensing and Industry Collaboration*

This agreement is made in consideration of the following:

- my continuing or anticipated employment at Tufts University (“Tufts”); and/or
- my performance of research at Tufts; and/or
- opportunities made or to be made available to me to use Tufts’ funds, facilities or other resources.

In exchange for the consideration listed above:

1. I will disclose promptly and assign, and I hereby do assign, to Tufts all my rights to intellectual property, including but not limited to all inventions, copyrightable materials*, computer software, semiconductor mask works, tangible research property, and trademarks conceived, invented, reduced to practice, or authored by me, either solely or jointly with others, made under any of the following circumstances (“Intellectual Property”):
 - Conduct of research or other activity that is under whole or partial external sponsorship or under any agreement which allocates rights to the University.
 - Conduct of research or other activity that is funded in whole or in part with amounts received from an agency of the United States government.
 - Conduct of research or other activity that involves any use of Tufts resources (including, but not limited to facilities, equipment, funding, or personnel).
 - Conduct of research or other activity as assigned, directed, or specifically funded by Tufts.
 - Results of work by administrators or staff in the course of their employment duties that does not otherwise constitute “works made for hire” under United States law.

***Manuscripts for publication in journals or books are excluded.**

2. I will execute all necessary papers and otherwise provide proper assistance, promptly upon Tufts’ request and at Tufts’ expense, during and subsequent to the period of my Tufts affiliation, to enable Tufts to obtain, maintain, or enforce for itself or its nominees, patents, copyrights or other legal protection for such Intellectual Property.
3. I will prepare and maintain for Tufts adequate and current written records of all such Tufts Intellectual Property.
4. I will deliver promptly to Tufts when I leave Tufts for whatever reason, and at any other time as Tufts may request, copies of all written records referred to in Paragraph 3. 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 Tufts, which will at all times be the property of Tufts.

5. Unless otherwise agreed in writing with Tufts:

- (a.) I will not disclose to Tufts or use in my work at Tufts any proprietary information of any of my prior employers or of any third party without having explicit permission to do so from such prior employer or 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; and
- (b.) The assignment set forth in Paragraph 1 above shall be deemed to include any ideas, writings, or Intellectual Property of my own which are incorporated into research, work product or other activity included in Paragraph 1 above. 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 1 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 Tufts. It may not be modified or terminated, in whole or in part, except in writing signed by an authorized representative of Tufts. 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.

Witness' Signature

Your Signature (include full first name)

Witness' Printed Name

Return to: Tufts Office for Technology Licensing and Industry Collaboration, 136 Harrison Ave., Boston, MA 02111