Boston College Intellectual Property Agreement

SUMMARY: This document sets forth the signatory's agreement to Boston College's intellectual property terms. They apply to all intellectual property that is created in the course of University activities, including sponsored projects.

Introduction

Boston College has adopted an Intellectual Property Policy. That Policy, as amended from time to time, applies to all members of the University, including anyone who participates in externally sponsored programs. In addition, Federal policy requires the University to obtain from any staff member who is paid, in part, by a Federal grant, a written agreement that outlines the staff member's obligations for reporting and assigning inventions. In order to achieve consistency in applying the University's policies, the University will accept and execute sponsored agreements only if the Principal Investigator and other relevant employees and students have signed this Agreement on Intellectual Property. It is the practice of the University to have individuals sign this Agreement only once and to keep these Agreements on file in the Office for Technology Transfer and Licensing (OTTL).

Agreement

- 1. I have read and I understand and agree to be bound by the terms of the University's "Intellectual Property Policy," as well as by the terms of any revisions or amendments adopted by the University.
- 2. I agree to report promptly to OTTL any invention or discovery conceived or first reduced to practice as part of or related to my University activities. By signing this Agreement, I hereby assign and will assign to the University all right, title, and interest (including any intellectual property rights) in and to any such invention or discovery, including those that are conceived or reduced to practice in the course of a sponsored project.
- 3. I understand that the University accepts obligations under the terms of sponsored agreements, and that these obligations are binding on any individual participating in externally sponsored programs. Therefore, if I am associated with such a program, I understand that it is my responsibility to ascertain the terms of such agreements. I agree to do so and abide by all applicable terms of such agreements.
- 4. I also understand that there may be instances in which University policy or the University's obligations to external sponsors may preclude my being able to retain copyright and I hereby assign and will assign all rights to the University or its designee in such cases. I further understand that, in its agreements with external sponsors, the University seeks to retain maximum publication rights for its members and itself.
- 5. I will execute all papers and otherwise provide cooperation and assistance to the University, promptly upon its request and at its expense, during and after my affiliation with the University, to enable the University to obtain, maintain, or enforce its patents, copyrights, or other intellectual property.
- 6. In furtherance of the University's rights as provided above and at its reasonable request, I will provide the University with copies of all the written records relating to the intellectual property assigned under this Agreement.
- 7. I am now under no obligation to any person, organization, or corporation with respect to any rights in inventions, discoveries, or copyrightable materials that is, or could be reasonably construed to be, in conflict with this Agreement or my obligations to the University. I will not enter into any agreements or incur any obligations that conflict with my obligations under this Agreement.
- 8. I recognize that this Agreement is part of the terms of my employment or appointment at the University and that my obligations under this Agreement in regard to my activities at the University shall continue after termination of my employment or appointment.