

Boston College
For-Profit Visitors (U.S. and International) 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 while I am a visitor at Boston College, including sponsored and independent projects.

Introduction

Boston College ("Boston College" or the "University") has adopted an Intellectual Property Policy, which applies to all members of the University, including faculty, staff, students, visitors, and others participating in University research. That Policy, as amended from time to time, reflects Boston College's obligations under federal regulations (35 U.S.C. 18 § 200-212, the "Bayh-Dole" Act) and contracts with research sponsors, external collaborators, and third-party providers of resources used in Boston College facilities (e.g., data, equipment, or software) which specifically require Boston College to own and control certain intellectual property produced during research conducted at Boston College.

Agreement

1. I understand that Boston College is governed by, and I and agree to be bound by, the University's "Intellectual Property Policy," as it may be amended from time to time.
2. I shall report promptly to the Office of Technology Transfer and Licensing any invention or discovery which (i) is conceived or first reduced to practice as part of or related to my activities at the University; (ii) is conducted with support, in whole or in part, from University administered funds, facilities, personnel, or students; or (iii) is conceived or reduced to practice in the course of a sponsored project awarded to the University. 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.
3. I understand that the University generally does not claim copyright ownership in pedagogical, scholarly, or artistic works, including journal articles, books, written course materials and other similar works, unless I have made use of substantial resources of the University in connection with the work or unless required by the terms of a sponsored research agreement. As provided in the Intellectual Property Policy, office space, usual library resources, usual secretarial and administrative staff resources, or usual use of computer equipment do not constitute substantial resources.
4. 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.
5. 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.
6. Except for the organization by which I am primarily employed (the "Organization") and whose duly-authorized representative has signed this Agreement in the space provided below, 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.
7. 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.
8. This Agreement shall be binding on myself, my estate, heirs, and assigns.

Signature: _____

Print Name: _____

Organization: _____

Email address: _____

Date: _____

The Organization named below acknowledges and agrees that the individual whose signature appears above is released from any obligation to the Organization and its affiliates as regards any rights in inventions, discoveries, copyrightable materials or other developments, which obligation is or reasonably could be construed to be in conflict with the terms of this Agreement. The person signing below represents and warrants that they are duly authorized to sign this Agreement on behalf of such Organization.

Signature: _____

Print Name: _____

Title: _____

Organization: _____

Email address: _____

Date: _____