

Boston College  
U.S. Nonprofit and Government Visitors 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 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, jointly to the University and to my employer or home organization (the "Organization") all right, title, and interest (including any intellectual property rights) in and to each such invention or discovery, provided, however, that:
  - if I am paid in wages, stipend, or salary by the University *or* I am under no obligation to assign to the Organization any rights in such invention or discovery, I instead hereby assign, and agree to assign, to the University all right, title and interest (including any intellectual property rights) in and to any such invention or discovery.
3. With respect to any jointly owned inventions or discoveries disclosed under paragraph 2 above, the University and my Organization shall enter into a mutually agreeable joint invention agreement to delegate the rights and obligations in the management and dissemination of such intellectual property.
4. 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.
5. I will execute all papers and otherwise provide cooperation and assistance to the University and my Organization, promptly upon their request and at their expense, during and after my affiliation with the University, to enable the University and my Organization (if applicable) to obtain, maintain, or enforce its patents, copyrights, or other intellectual property.
6. In furtherance of the rights as provided above and at reasonable request, I will provide the University and my Organization with copies of all the written records relating to the intellectual property assigned under this Agreement.

7. 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.
9. 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 Organization also agrees, if applicable, to negotiate in good faith with the University with respect to a joint invention agreement in accordance with Section 3 above. 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: \_\_\_\_\_