

Complete the required fields on page 3

UNIVERSITY INTELLECTUAL PROPERTY AGREEMENT (IPA FORM)

Purpose: This form is required to be completed and signed by individuals first appointed or transferred to the following classification categories: (1a) executive, administrator, licensed physician, academic administrator, and academic through-out Penn State University, including any of its affiliated and/or subsidiary entities (collectively, the "University"); (b) faculty, staff exempt, staff nonexempt, and technical service in academic or academic service units throughout the University; (2) for any existing employee in the above classification categories who has not signed an IPA; (3) graduate assistants/fellows/trainees at the time of their first appointment; and (4) undergraduate/graduate students, postdoctoral trainees/research associates, wage payroll employees, visiting scholars/scientists/students, consultants, emeritus/retired faculty and others who may be in a position to make, conceive or reduce to practice inventions, technology or other intellectual property.

Instructions: The original signed agreement should be returned to the Office of Technology Management via your department of employment or matriculation.

I agree, as a condition and in consideration of my

employment/appointment/matriculation/association, wages, fees and/or salary to be paid to me during any period of my employment/appointment/matriculation/association, my utilization of University facilities, and/or my receipt of gift, grant or contract research funds through the University, to abide by the terms of the University's Intellectual Property Policies and Procedures currently in effect, as well as any subsequent revisions thereto, effective retroactively to the first day of my employment/appointment/matriculation/association with the University.

I especially agree

- to assign and do hereby assign to the University (or its designee) all rights which I have
 or may acquire, including without limitation patent rights, inventions, discoveries,
 technical information, developments, know-how, methods, techniques, formulae, data,
 processes software, courseware, devices, biological, chemical or other tangible materials
 and other proprietary ideas or matters which are conceived, reduced-to-practice, made or
 authored by me:
 - (a) with the use of University facilities,
 - (b) with the use of gift, grant or contract research funds or other resources received through the University, or
 - (c) in the field of expertise and/or within the scope of responsibilities covered by my employment/appointment/matriculation/association with the University (hereafter PSU IP).
- to submit invention disclosures to the University promptly following the making, conception or the first reduction-to-practice of any PSU IP, and to make all such disclosures prior to the termination or expiration of my employment/appointment/matriculation/association;

- 3. prior to the termination or expiration of my employment/appointment/matriculation/association, to certify that all invention disclosures related to PSU IP that should have been made by me has been made, and that there are no outstanding disclosure obligations as of that date;
- 4. to cooperate fully with the University (or its designee), at its expense, to protect the PSU IP whether by patent, copyright or otherwise; including:
 - (a) making myself available to meet with the University and its designees and providing all necessary or helpful documentation, data and research results to support the preparation, filing and prosecution of patent applications, copyright registrations or otherwise covering PSU IP;
 - (b) reviewing and signing documents provided by the University or its designees to seek protection of PSU IP, including without limitation any additional written assignments deemed necessary or advisable by University or its designees, and
 - (c) to assist the University (or its designee) in its efforts to commercialize PSU IP;
- 5. to maintain laboratory documentation, including laboratory notebooks, where appropriate, to adequately demonstrate that PSU IP were conceived, first reduced-to-practice or otherwise made by me including clear identification of any sponsorship;
- prior to completion of my association with work contracted pursuant to contracts or grants, a complete disclosure of all PSU IP conceived, first reduced-to-practice or otherwise made by me with the utilization of time, money or facilities charged to contracts or grants, and copyrightable works vested thereunder, must be submitted to the University;

I further agree it is my responsibility to read and understand PSU policies governing IP, including University policies:

IP01	Ownership and Management of Intellectual Property (Formerly RA11 -	
	Patents and Copyrights [Intellectual Property])	
IP02	Co-Authorship of Scholarly Reports, Papers and Publications (Formerly	
	Policy RA13)	
IP03	Courseware (Formerly RA17)	
IP04	Royalty Payments for Course Materials (Formerly AD17)	
IP05	Policy Governing Copyright Clearance (Formerly AD46)	
IPG01	Faculty Guidance On Student Intellectual Property Rights (Formerly RAG12)	
IPG02	Special Student Intellectual Property Agreement Forms (Formerly RAG13)	
IPG03	What to Expect When Licensing a Penn State Technology into a Start-Up	
	Company (Formerly RAG14)	
IPG04	Acceptance of Donated Intellectual Property by The Pennsylvania State	
	University (Formerly RAG17)	
RA12	Technology Transfer and Entrepreneurial Activity (Faculty Research)	
RA20	Disclosure and Management of Significant Financial Business Interests	
AD23	Use of Institutional Data	

I understand that this agreement is part of the terms of my employment/appointment/matriculation/association; that any contract of employment or other

legally binding agreement entered into by me with the University after this agreement shall be considered to include this agreement unless a provision of that contract of employment specifically modifies this agreement.

I represent and warrant that I am under no obligation to any person, organization or entity, which obligation is or could reasonably be construed to be in conflict with this agreement, including without limitation with respect to the University's ownership of PSU IP, and I shall not enter into or otherwise assume any such obligation during my employment/appointment/matriculation/association with the University.

I represent and warrant that (a) Exhibit A represents a list of all employment, consulting and similar agreements to which I am a party and which are currently in effect or have been effective at any time within twelve (12) months prior to the date of this Agreement, and (b) to the extent permissible without violating any confidentiality obligations, I have provided to the University a true and complete copy of each such agreement.

My responsibility set forth in Section 4, above, will continue after termination of my employment/appointment/matriculation/association with the University.

If I am now or hereafter become employed as a principal investigator or director of any University research, development, or other type of project, I will determine whether each person who performs any part of the research or development work on the project for which I am responsible has signed an appropriate Intellectual Property Agreement; and if not, will obtain such additional Intellectual Property Agreements as are necessary, and forward them to the Office of Technology Management.

I intend to be legally bound by this agreement.

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Select a status box. Then sign and date the form and indicate the witness $\ensuremath{\mathsf{name}}\xspace.$

PLEASE CHECK CURRENT STATUS AND SIGN:			
☐ FACULTY/STAFF		□ VISITING SCHOLAR/SCIENTIST/STUDENT	
☐ GRAD ASST/FELI	LOW/TRAINEE	☐ EMERITUS/RETIRED FACULTY	
☐ GRADUATE STUI	DENT	□ NON-DEGREE STUDENT	
☐ UNDERGRADUA	ΓE STUDENT	☐ MEDICAL STUDENT	
□ POSTDOCTORAL TRAINEE/RESEARCH ASSOCIATE			
☐ LICENSED PHYSI	CIAN	□ OTHER	
Print Name PSU ID Number or Individua Taxpayer Identification			
	Num	ber	
		Witness	
Signature	Da	te	

EXHIBIT A PRIOR AGREEMENTS