

## INVENTION ASSIGNMENT AGREEMENT

I, \_\_\_\_\_, in consideration of one or more of the following: (i) my continued employment at \_\_\_\_\_, including its Research Institute (collectively, the "Hospital"); (ii) my continued participation in research at the Hospital; (iii) my continued access to Hospital facilities, funds, and other resources; and/or (iv) my continued opportunity to share in royalties and other inventor/author rights outlined in the Hospital's "Patent and Intellectual Property Policy" dated July 1, 2009 (the "Patent Policy") , and intending to be legally bound, hereby agree to be legally bound by the Patent Policy and all of its terms and conditions. Without limiting the foregoing, I specifically agree as follows:

A. I will assign, and do hereby assign, to the Hospital all my right title and interest in any and all Intellectual Property Rights of any kind whatsoever, whether now owned or hereafter created, including Patent Rights, to any Invention that I conceive, design, develop or reduce to practice, in whole or in part, on Hospital time or through the use of Hospital Facilities, Hospital Funds, or Hospital Resources or involvement of any other Hospital Personnel or to any Invention described in any Discovery Disclosure Form that I am executing concurrently herewith . This obligation shall not apply to any invention that I conceive, design, develop or reduce to practice entirely outside the scope of my relationship with the hospital (i.e., on my own time, and without the use of any Hospital Facilities, Hospital Funds, or Hospital Resources), and so long as no other Hospital Personnel participated in the conception, design, development or reduction to practice of said invention within the scope of their relationship with the hospital or while they were on Hospital time, or in which they used any Hospital Facilities, Funds, or other Hospital Resources.

B. I agree to disclose promptly and in writing to the Hospital's Office of Technology Transfer any idea or invention that I have conceived, designed, developed or reduced to practice, in whole or in part, on Hospital time or through the use of Hospital Facilities, Hospital Funds, or Hospital Resources. In no event shall such disclosure occur subsequent to a public disclosure of said idea or invention.

C. I agree to execute any and all papers required by the Hospital to effectuate the assignment of my Intellectual Property Rights to any invention covered by this Agreement, and to otherwise assist in assigning all Intellectual Property Rights in such inventions to the Hospital.

D. I agree to execute any and all Patent or Copyright applications requested by the Hospital; to give all reasonable help in the procurement, maintenance, and enforcement of Patents and Copyrights by the Hospital; and to otherwise assist in securing all Intellectual Property Rights in the name of Hospital or its assignees.

E. I agree to retain and make available to the Hospital all notebooks and other documents pertaining to the research activities covered by this agreement; and the Hospital and its attorneys and agents shall be permitted to copy and/or use said materials for any purpose relating to enforcement or furtherance of the Patent Policy.

A copy of the Patent Policy has been provided to me. All terms utilized in this Agreement shall be defined in accordance with their definition in the Patent Policy.

This Agreement supersedes all previous agreements relating in whole or in part to the same of similar matter which I may have entered into with the Hospital.

This Agreement may not be modified or terminated in whole or in part, except in writing signed by me and the Hospital's Intellectual Property Administrator. However, it is understood and agreed that changes in the Patent Policy may be implemented from time to time by the Hospital and that such changes shall be binding on me. I further understand and agree that, in the event of my death or incapacity, the discharge of my obligations and undertakings under this Agreement will be an obligation of my executor, administrator, heirs or other legal representatives or assignees.

This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania.

All capitalized terms contained herein if not otherwise defined herein shall have the same meanings as set forth in the Patent Policy.

I have not entered and I agree that I will not enter into any agreement or obligation with any other person or party that would be in conflict with this Agreement without the express written permission of the Hospital.

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Signature

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Type or print complete name

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Date

Note: A detailed discussion of the Hospital's policy related to Intellectual Property is outlined in the "Patent Policy" which has been provided to you. Additional copies of this document are available upon request from the Office of Technology Transfer.