STEVENS
Institute of Technology

APPENDIX A

THE STEVENS INSTITUTE OF TECHNOLOGY

INVENTION AND PATENT AGREEMENT

I am associated with The Stevenss Institute of Technology as a faculty member, staff member, or other employee...

This agreement is made by me with The Trustees of The Stevens Institute of Technology (hereinafter referred to as "Stevens") in consideration of my association with or employment by Stevens, and of compensation to be paid to me during any period of my employment by Stevens, or my utilization of research facilities and services of Stevens.

I agree that every device, process, or project (hereinafter referred to as "invention") which I believe is or might be patentable and which I conceive or develop while associated with or employed by Stevens, or during the course of my utilization of any research facilities or services of Stevens, except for inventions made in the course of permissible consulting or other activities* carried out without the use of any research facilities or services of Stevens, shall be examined by Stevens to determine rights and equities therein in accordance with the Patent Policy of Stevens as set forth in a Statement of Patent Policy dated December 9, 1982, updated January 11, 1993 and subsequent amendments thereto, if any. For each such invention I will make a timely presentation to the Patent Committee of Stevens of a written invention-disclosure report with complete information with respect to the invention. I am aware that valuable patent rights may be irrevocably lost if an invention is publicly disclosed in writing or orally before a patent application directed to the invention is filed.

In the event any such invention shall be deemed by Stevens to be patentable, and Stevens desires, pursuant to determination by Stevens as to its rights and equities therein to seek patent protection thereon, I shall execute any documents and do all things necessary, at Stevens expense, to assign to Stevens all right, title and interest therein and to assist Stevens in securing patent protection thereon in the United States and foreign countries at no compensation.

By execution of this agreement I understand that I am not waiving any rights to a percentage of net royalties and other payments received by Stevens in respect to any invention I make, as provided by the Patent Policy of Stevens. Stevens may relinquish to me all or part of its right to any such invention, if, in its judgment, it deems it desirable to do so.

With regard to the terms of the Patent Policy I will do all things necessary to enable Stevens to perform its obligations to grantors of funds for research or contracting agencies as said obligations have been undertaken by Stevens.

I agree not to make any consulting or other agreement with a third party which is inconsistent with this agreement.

This agreement has been executed in duplicate by me and shall go into force when accepted on behalf of Stevens.

This agreement supercedes all prior agreements with Stevens.

by _____ _____
Employee Date

_____
(print name)

by _____ _____
Witness Date

_____
(print name)

Accepted on behalf of Stevens:

by _____ _____
Date

_____
(print name)

* As defined by announced policy of Stevens in force at the time of such consulting or other activity

Please sign and return both copies of this agreement to the Research Office for acceptance by Stevens.

STEVENS
Institute of Technology

8. I shall execute any documents and do all things necessary, at Stevens expense, to assign to Stevens its rights and interest in any copyrightable work as provided in sections 1 through 7 above at no additional compensation.

9. I agree to mark each copyrightable work I create to which Stevens is entitled to ownership pursuant to this copyright agreement with the notice: "Copyright © The Stevens Institute of Technology, [year of publication], all rights reserved."

10. I agree not to make any consulting or other agreement with a third party which is inconsistent with this copy right agreement.

This Copyright Agreement has been executed in duplicate by me and shall go into force when accepted on behalf of Stevens.

This Copyright Agreement supersedes all prior copyright agreement with Stevens, except the agreement identified below, if any:

_____

_____

by: _____ _____
Employee Date

_____
(print name)

by: _____ _____
Witness Date

_____
(print name)

Accepted on behalf of Stevens:

by: _____ _____
Date

_____
(print name)