

Templates for intellectual property agreements for project participants

In order for the University to meet its obligations, and as a condition of and in consideration for my participation in extramurally-sponsored research or activities at the University of Wisconsin-_____, including the above-referenced proposal or award, I hereby agree to the following:

I agree to disclose promptly to the University any invention, novel variety of plant which is or may be protected under the Plant Variety Protection Act, computer software, or mask work made by me in whole or in part, whether solely or jointly with others, during and in the course of such sponsored research or other activities.

I further agree that I will comply with the provisions of any agreement between the University and a sponsor, and will cooperate in assuring that sponsors' rights in intellectual property are fully protected. To the extent that an invention is funded in whole or in part by a federal agency or if a sponsored research agreement requires that the University grant rights in an invention or other intellectual property to a sponsor or another third party, I hereby assign rights to such invention or other intellectual property to the University's designated intellectual property management organization (_____) and will execute all documents necessary to secure protection for such intellectual property, and to establish the federal government's or other sponsors' rights therein. I confirm that I have not entered, and will not in the future enter, into any agreement or other obligation to another person, company or extramural sponsor with respect to any rights in any intellectual property which are in conflict with the obligations described herein.

I understand that before beginning work on a specific sponsored research project, I have the right to request a copy of any agreement that is applicable to such project.

I acknowledge that in addition to any rights that might accrue to an extramural sponsor or any other entity, the Board of Regents of the University of Wisconsin System, on behalf of UW-_____, reserves the right to make, use, disclose, reproduce, prepare derivative works, distribute, perform and display publicly, for educational or research purposes, any intellectual property or material made by me in whole or in part during participation in University research and to permit others to do the same.

I further acknowledge and agree that I am responsible for assuring that all persons participating in the above-mentioned sponsored research project (and any other sponsored research projects I am listed as PI on), other than clerical or non-technical persons, prior to commencing work on the sponsored research or other activity either, (i) in the case of any other faculty, have signed a copy of the Intellectual Property Assignment for Project Participants or (ii) in the case of Research Assistants and/or Post Docs, have assigned their rights pursuant to their employment contract with the University OR signed a copy of the Intellectual Property Assignment for Project Participants. I certify that all required Intellectual Property Assignments for Project Participants have been submitted in connection with the above-mentioned project.

By signing below, I acknowledge that I have read and understand the above provisions and agree to them.

Name

Employee/Student Identification #
(10-digit number on your staff/student ID)

Department

Signature

Date

Template 2

In order for the University to carry out its obligations, and as a condition of and in consideration of my participation in this extramurally sponsored research or other activity at the University of Wisconsin-_____, I hereby agree to the following:

I agree to disclose promptly to the University any invention, novel variety of plant which is or maybe protected under the Plant Variety Protection Act, computer software which is potentially patentable or to which the sponsor has rights under the agreement, or mask work made by me in whole or in part, whether solely or jointly with others during and in the course of such extramurally supported research or other activity. I further agree that I will comply with the provisions of any agreement between the University and the sponsor, and will cooperate in assuring that the sponsor's rights in intellectual property are fully protected. If an invention is funded in whole or in part by a federal agency or if the sponsored research agreement requires the University to grant rights in the invention to the sponsor, I hereby assign rights to any such invention to the University's designated patent and intellectual property management organization and will execute all papers necessary to file patent applications on the invention and to establish the federal government's or other sponsor's rights in the invention. I confirm that I have not entered, and will not in the future enter, into any agreement or other obligation to another person, company, or extramural sponsor with respect to any rights in inventions, discoveries, or copyrightable material which are in conflict with the obligations contained in this agreement. By signing below, I agree to this text.

I agree to be responsible for assuring that all persons participating in the project, other than clerical or nontechnical persons, prior to commencing work on the project become familiar with the terms and conditions in the agreement between the extramural sponsor and the University and have signed a copy of a document agreeing to essentially the same obligations as set forth above.

I agree that I will comply with the provisions of the award from the Sponsor, and will cooperate in assuring that the University's obligations to fulfill those terms are met.

Name

Employee/Student Identification #
(10-digit number on your staff/student ID)

Department

Signature

Date