

10.8.1 Patent Policy

Policy Number & Name: 10.8.1 Patent Policy
Approval Authority: Board of Trustees
Responsible Executive: Provost
Responsible Office: Office of the Provost
Effective Date: December 7, 2018¹

I. Preamble

Stevens is dedicated to teaching, research, and the expansion of knowledge. While Stevens encourages research and related activities for their intrinsic value, it recognizes that inventions and discoveries, and related know-how, may result from various activities conducted wholly or in part at Stevens or under Stevens' auspices. It is Stevens' policy to promote the use of inventions for the public good and, where appropriate, to pursue patents and commercialization opportunities to encourage development and marketing of such inventions. This Patent Policy expresses Stevens' commitment to promoting research and scholarship as well as to facilitating the development, dissemination, and commercialization of inventions and discoveries, and related know-how, for the greatest public benefit.

Under applicable Federal law, an "invention" is, as a general matter, a new and useful discovery, process, machine, manufacture or composition of matter, or any new and useful improvement thereof. If a patent is granted with respect to an invention, the patent owner will have the right to exclude others from the manufacture, use or sale of the invention, and may license those rights to others for a limited period of time provided by law.

This Patent Policy defines ownership rights relating to inventions and discoveries and ensures that the proceeds from any commercialization are distributed to members of Stevens' community who make inventions covered by this Policy, and to their schools, their departments and Stevens, in a manner consistent with the research and other objectives of Stevens.

This Policy also aims to assist members of the Stevens community in complying with Stevens' obligations under the Bayh-Dole Act (relating to federally funded research), as well as in complying with obligations resulting from Stevens' acceptance of research funding from other sponsors. Stevens may have obligations to seek patent protection and to commercialize inventions made in the course of federally sponsored research in accordance with the terms of federal patent policy regarding such inventions.

For all inventions and discoveries which are subject to the Patent Policy, it is within Stevens' sole discretion to determine whether to seek patent protection and to pursue commercialization of such inventions and discoveries. Stevens has created the Office of Research, Innovation and

¹ This Policy replaces in its entirety the Patent Policy adopted on December 16, 2014.

Entrepreneurship within the Office of the Provost, which is responsible for managing all activities relating to the protection and commercial promotion of intellectual property.

II. Scope and Applicability; Duty to Disclose

A. This Policy applies to the following categories of persons:

1. Faculty (full-time and part-time, including faculty who elect to be paid on a nine-month basis);
2. Visiting faculty who conduct research, whether paid or unpaid;
3. Research scientists and post-doctoral appointees;
4. Students (including visiting students);
5. Other employees (full-time and part-time), including professional staff, technical employees and clerical employees; and
6. Non-employees who participate in research at Stevens or research carried out under the auspices of Stevens, such as scholars who do not have a faculty appointment, fellows, and consultants.

B. Each person covered by this Policy has a continuing obligation to promptly disclose to Stevens every invention and discovery covered by this Policy including without limitation any know-how related to such inventions and discoveries, and inventions and discoveries arising in the course of consulting activities, and to execute and deliver to Stevens such assignments and other forms of documentation as may be necessary or appropriate to further effectuate the terms of this Policy. All disclosures under this Policy shall be made to the Office of Research, Innovation and Entrepreneurship, as further described in Section VIII.B.

III. Ownership of Inventions and Discoveries

A. *Full-time Employees, including faculty, research scientists, post-doctoral appointees, and staff*

Stevens will own any inventions conceived or first reduced to practice by full-time employees (i) in the course of University employment or (ii) with Substantial Use of University Resources. Stevens will not claim ownership of an invention that was conceived and first reduced to practice (a) as part of a consulting agreement or employment arrangement with an outside organization, if certain conditions are met (see Section IV.B), or (b) during an unpaid leave.

Generally speaking, for faculty members and other academic appointees, the phrase “course of University employment” refers to their “Field of Appointment”, as defined in Section III.G below (see, however, an exception for consulting in Section IV.B below).

B. *Part-time Employees, including faculty, research scientists, post-doctoral appointees, and staff*

Inventions conceived or first reduced to practice by part-time employees are the property of Stevens if an invention was conceived or first reduced to practice in the course of University employment or with Substantial Use of University Resources.

C. *University Faculty on Leave and/or Visiting Other Institutions*

In general, inventions conceived or first reduced to practice by University faculty during a paid leave (whether at Stevens or elsewhere, including another institution or a company) are the property of Stevens, but inventions conceived and first reduced to practice by University faculty during an unpaid leave are not the property of Stevens, unless Substantial Use of University Resources was involved.

If conception of an invention occurred during an unpaid leave and reduction to practice occurred by the faculty member after the faculty member's return to Stevens (after the unpaid leave ended), the invention is wholly or partially the property of Stevens, depending on the circumstances under which the invention was conceived and reduced to practice. Similarly, if conception of an invention occurred before the leave began and reduction to practice occurred while the faculty member was on leave, the invention is wholly or partially the property of Stevens, depending on the circumstances under which the invention was conceived and reduced to practice.

In cases in which there are potential conflicts between Stevens' policies and those of an institution at which faculty will be on leave and/or visiting, such conflicts shall be resolved through good faith negotiations between Stevens and such institution before the leave begins.

D. *Non-Employees and Visitors*

It is not unusual for visitors from other institutions (home institutions) to participate in research or other research-related activities at Stevens or under Stevens' auspices. Such participation by a visitor might result in inventions or discoveries. Each such visitor shall be subject to this Policy and inventions and discoveries made by such a visitor shall be owned by Stevens, unless agreed otherwise in writing by Stevens and the home institution.

E. *Undergraduate and Graduate Students*

This section applies to students enrolled at Stevens and non-enrolled students who are visiting Stevens, as described below.

1. *Class Work*

In general, students shall retain ownership of inventions conceived or first reduced to practice as part of class work.

2. *Research*

When a student conceives or first reduces to practice or contributes to the conception of an invention in the course of (a) internally or externally sponsored research (e.g., under a graduate or research assistantship), including research for the student's thesis or dissertation; (b) any research involving Substantial Use of University Resources (other than in the course of certain Senior Design projects or Stevens Academic

Entrepreneurship Programs, as described below); (c) participation as a team member in a University-based research project involving other students, faculty or staff; (d) research that is substantially directed by a faculty member or researcher employed by Stevens including without limitation a thesis or dissertation, or (e) employment at Stevens, Stevens shall own such invention and the student shall share in the proceeds, if any, as an inventor in accordance with Section V.

3. **Senior Design**

It is recognized that students working individually or as part of a team of students on a Senior Design Project which involves a problem or question initiated and framed by a third party sponsor may make Substantial Use of University Resources. Given the significance of Senior Design to the educational process of students at Stevens and the legitimate interests of sponsors (a) inventions conceived or first reduced to practice by one or more students in the course of a Senior Design Project shall be owned by the individual or group of students and (b) upon written agreement of all students in a Senior Design Project and following disclosure of the invention to Stevens, such students may license or transfer rights owned by such students in and to the invention to the sponsor (whether prior to or following graduation). Alternatively, upon written agreement of all of the students in a Senior Design Project and Stevens, the students may assign their rights in such invention to Stevens under this Policy.

Any inventorship rights of a faculty member in the context of a Senior Design Project shall be determined by the general rules applicable to faculty inventions under this Policy. If the Senior Design student group assigns rights to a sponsor, the expectation in most circumstances will be that Stevens will license the interest of the faculty member to the sponsor.

4. **Academic Entrepreneurship.**

Stevens may, from time to time, maintain specific programs and facilities to foster entrepreneurship and provide guidance and experience to students who are creating technology or content for use in a business activity, whether for-profit or non-profit (a “Stevens Academic Entrepreneurship Program”). These programs and facilities may offer shared use of basic services and facilities, among other activities, and such use may constitute Substantial Use of University Resources. The Stevens Venture Center, founded in 2016, is an existing Stevens Academic Entrepreneurship Program. In the future, the Provost may designate additional programs and facilities as Stevens Academic Entrepreneurship Programs. Given the significance of academic entrepreneurship to the Stevens curriculum (a) inventions conceived or first reduced to practice by one or more students using the basic shared services or facilities of a Stevens Academic Entrepreneurship Program, shall be owned by the individual or group of students, as the case may be, and (b) upon written agreement of all such students and following disclosure of the invention to Stevens pursuant to Section VIII(C), such students may license or transfer rights owned by such students in and to such invention to the relevant business entity (whether prior to or following graduation). Alternatively, upon written agreement of all of the students involved with such project and Stevens, the students may assign their rights in such invention to Stevens under this Policy.

F. *Consultants Hired by Stevens*

Inventions conceived or first reduced to practice in the course of a consultant's paid consulting work for Stevens shall be the property of Stevens. Consultants should be hired only pursuant to a prior written agreement in a form approved by Stevens. This provision will, as a general matter (i) apply to consultants who conduct research or create content for Stevens and (ii) not apply to the purchase of goods and services by Stevens.

G. *Definitions*

1. "Field of Appointment" refers to the broad academic field or area of research activities in which a faculty member is engaged. Primary indicators include, but are not limited to, the academic unit or department in which the faculty member is appointed or closely related departments, or any area in which the faculty member might conduct research as part of his/her academic appointment.
2. "Substantial Use of University Resources" – The precise determination of what usage of Stevens' resources or assistance of non-faculty personnel shall be considered substantial, or when the identity of a project resides with Stevens rather than with particular individuals, involves the exercise of judgment based on the circumstances and on practices within the discipline. As a basic principle, however, use of Stevens' resources or assistance from non-faculty personnel that is incidental and not essential to the development of the invention does not constitute substantial use. Thus, for example, none of the following shall be considered substantial use:
 - a. Use of resources or personnel commonly available to faculty in the same school, institute or department, such as libraries, offices, desktop computers, or secretarial staff;
 - b. Occasional use of a specialized piece of equipment or facility for routine tasks;
 - c. Receipt of salary by faculty for their academic appointments; and
 - d. The use of resources or facilities generally available to all students as part of their educational activities.

Examples of use of Stevens' resources which will be considered substantial include use of a specialized laboratory by a PhD student, use of student employees or researchers by a faculty member, and research conducted by a team under departmental or school auspices.

IV. Outside Consulting Activities of Faculty

- A. All full-time faculty have the ability to engage in some amount of outside consulting activities in accordance with the policies contained in the Stevens Faculty Handbook. Prior to beginning outside consulting activities, Faculty shall inform the party for whom the consulting activities are to be performed of this Patent Policy, and the faculty member's obligations under this Policy.
- B. In order to enable faculty to engage in permissible consulting while at the same time delineating Stevens' interests in conducting corporate sponsored research, Stevens will make no claim to an invention made by a faculty member in the course of a disclosed consulting engagement if:
 1. The invention resulted from work on a specific problem or topic (a) proposed by the company or entity to which the faculty member is consulting and (b) on which problem or topic the faculty member is not engaged in active research at Stevens, and
 2. The invention was conceived and first reduced to practice without the use of Stevens resources or personnel. (Note that this is a more restrictive standard than "Substantial Use.")

A faculty member may agree to assign inventions made in the course of consulting to the company or entity only if these conditions are satisfied. If these conditions are not able to be satisfied, faculty are encouraged to consult the Office of Sponsored Programs to determine whether corporate sponsorship is an appropriate alternative. Faculty are required to disclose inventions made in the course of consulting to Stevens to determine if such conditions are met.

V. Commercialization of Patents

- A. When Stevens owns the patent rights to an invention and the inventor has signed Stevens Intellectual Property Agreement (as defined below), the inventor has the right to share in the proceeds derived from commercializing the patent and any related know-how.
- B. Stevens will make an initial allocation from gross proceeds, if any, in the aggregate amount of \$25,000 to fund a research account at Stevens to support academic research activities of the inventor or inventors of a particular invention hereunder.
- C. Following the allocation contemplated by paragraph B above, all distributions shall be based upon net proceeds (as defined below) and shall ordinarily be distributed as follows:
 1. Fifteen percent (15%) to the Office of the Provost for the general support of the Office of Research, Innovation and Entrepreneurship and to cover any other expenses associated with the commercialization of Stevens' inventions; and
 2. The remaining proceeds (85 % of net proceeds) shall be distributed as follows:

- a. Inventor share: fifty percent (50%) to the inventor or inventors (including in each case inventors at other institutions), for the first \$5,000,000 of proceeds; forty percent (40%) of proceeds in excess of \$5,000,000 and not exceeding \$10,000,000; and thirty percent (30%) of all amounts of proceeds in excess of \$10,000,000.
- b. The remaining proceeds shall be used by Stevens for research, scholarship and other educational activities in the following manner:
 - i. 40% to the Office of the Provost for the school or other Stevens division in which the invention was made;
 - ii. 20% to the Office of the Provost; and
 - iii. 40% to Stevens.

Gross proceeds are all proceeds from licensing or otherwise granting rights in an invention to third parties, including license fees, royalties on sales or other usage, and milestone payments, but excluding research funding and any reimbursement for patent prosecution expenses. Net proceeds are gross proceeds minus all out-of-pocket expenses incurred by Stevens that are directly associated with the particular invention. Out-of-pocket expenses may include patent expenses, legal expenses associated with negotiating an agreement, travel expenses, payments due to other parties with rights in the invention, or any other reasonable out-of-pocket expenses incurred in pursuing Stevens' patent rights. If Stevens pursues or defends litigation to enforce patent rights, then the proceeds of any judgment or settlement from such litigation shall ordinarily be included in gross proceeds, and the associated litigation expenses shall be deducted as out-of-pocket expenses. If litigation is pursued, the distribution described above may be modified to reflect the greater economic risk being incurred by Stevens in pursuing such litigation.

In the event of any litigation, actual or imminent, or any other activity to enforce or defend patent rights, Stevens may withhold distribution of and retain royalties or other payments received until such matters are resolved. The funds so withheld shall be placed in income producing investments during such period, determined in the discretion of the Division of Finance. After any such matter is finally resolved, Stevens shall undertake a final accounting and, within thirty days thereafter the share of the inventor or inventors in the funds so withheld and in the accrued income shall be distributed to the inventor or inventors, subject to prior recovery of costs and overhead as specified above.

Inventors who are (i) employees of Stevens, (ii) acting within the course of such employment and (iii) not faculty or research staff, will not automatically be covered by this Section; rather, in such cases, the Administrative Council of Stevens, following a recommendation from the supervisor of such an employee or the relevant project leader, shall make a determination as to the appropriateness of such employee sharing in the proceeds of commercialization.

- D. Equity received from a company or other entity in lieu of license fees or royalties shall be allocated by calculating and distributing the appropriate number of shares, using the percentages outlined above, irrespective of their value, provided that (x) any inventor who holds an equity position in the company or other entity shall not share in Stevens' equity and (y) any inventor(s) who does not hold an equity position in the company or entity shall, for purposes of distribution under Section V(C)(2)(a), receive 50% of such equity. In the event there is a single share or a partial share which cannot be distributed to the inventor(s), that share or partial share shall belong to Stevens. Unless otherwise required by contractual arrangements or applicable law, Stevens shall distribute shares of equity at the time they are received by Stevens or will require that the inventor receive such equity directly from the company or other entity. In the event that Stevens is required to hold the shares for any length of time or is otherwise restricted from distributing shares to inventors, Stevens shall hold such shares or other interests but shall not be responsible for any fluctuation in the value of the shares or any matters relating to the administration of such shares or interests.
- E. Shares of proceeds shall be used by departments, schools and Stevens to further the research, scholarship and educational goals of Stevens.
- F. If more than one inventor is to share in the inventor share, the inventors shall decide among themselves their respective shares and shall provide the Office of Research, Innovation and Entrepreneurship with a written agreement signed by all inventors. Such written agreement among the inventors shall be provided to the Office within three months of a written request from the Office for such an agreement and shall be irrevocable unless it is modified in writing by all inventors. In the absence of such a written agreement, Stevens shall distribute shares equally to all inventors.
- G. Whenever Stevens licenses or otherwise transfers rights to an invention, it will reserve the right for Stevens to use the invention for internal research and educational purposes and will generally seek to reserve such rights for other non-profit research institutions.

VI. Transfer of Intellectual Property Owned by Stevens to the Inventor

- A. If Stevens determines that it will not pursue patenting and/or commercialization of an invention subject to Stevens' ownership under this Patent Policy, Stevens will consider a written request by the inventor to transfer ownership in the invention to the inventor, subject to the terms of any applicable agreements with third parties under which the invention was conceived or first reduced to practice. Transfer of ownership to the inventor will be subject to an irrevocable royalty-free license to Stevens to use the invention for education, research and other non-commercial purposes and reservation to Stevens of the right to grant similar licenses to other nonprofit institutions. In those instances in which there are multiple inventors, all inventors must be in agreement and be party to such a request. If Stevens (1) has not filed a patent application 120 days after a completed Invention Disclosure has been submitted to the Office of Research, Innovation and Entrepreneurship on the invention or (2) has notified the inventor(s) that it will abandon the invention or its patent application(s) and/or patent(s), an inventor may make such a request. In the event that the 120 day waiting

period would result in a loss of patent rights, an inventor may make such request at any time. An explanation for the timing of the request must be included in the request.

If the inventor wishes to file patent applications in foreign countries in which Stevens does not wish to file, he or she may request permission to do so at his or her own expense. Stevens, in its sole discretion, will decide if permission will be granted. Because the existence of patent rights which are not owned by Stevens in particular countries could block a licensee of the patents which Stevens has pursued from commercializing the invention in such countries, and could therefore impede Stevens' ability to license the patents which it has pursued, Stevens shall retain ownership of all patent applications filed and all patents issued (U.S. and non U.S.) for the invention. If Stevens receives revenues that are or can be attributed specifically to such foreign patent applications and patents for which the inventor has paid expenses, the inventor's share of net proceeds from such revenue shall be increased to compensate such inventor(s) for two times the out-of-pocket expenses incurred in connection with such international filing(s), and the school and University shares shall be reduced correspondingly. In the event an inventor takes such action, the inventor shall provide Stevens with copies of all documents relating to such foreign filings, including, but not limited to, all documents sent from and submitted to any foreign patent office and documents showing the costs of obtaining such protection.

- B. If, after the transfer of ownership to the inventor pursuant to a request made under Section VI(A), the inventor receives proceeds from commercializing the patent, the inventor shall (i) reimburse Stevens for any out-of-pocket expenses incurred by Stevens in connection with the invention, including legal and marketing expenses and (ii) negotiate with Stevens a royalty to reflect Stevens' investment in the invention, if any, and embody such agreement in a written agreement containing such other terms and conditions as the parties may agree to. Each inventor shall be responsible for ensuring that any company or other transferee of rights in and to the patent shall be obligated to comply with the terms of this section following an assignment of rights to the inventor.
- C. If, after transfer of ownership to the inventor pursuant to Section VI(A), the inventor's research at Stevens results in new inventions for which a continuation-in-part or related new patent application could be made, he/she must fully disclose each such new invention to Stevens, which may claim ownership of such new inventions.

VII. Making Stevens-Owned Inventions Freely Available to the Public

If the inventor of an invention owned by Stevens wishes to make such invention freely available to the public, through royalty-free licensing or other means, Stevens, subject to the terms of any applicable agreements with third parties under which the invention was conceived or first reduced to practice, will consider a request to do so, in order to determine whether the benefits to the public of making such inventions freely available outweigh any advantages that might be derived from commercialization. In the case of multiple inventors, all inventors must agree and be party to the request. The Provost, or his or her designee, may seek advice from the Vice Provost for Research, Innovation and Entrepreneurship, and from the Faculty Senate, and shall make a determination on such requests.

VIII. Administration of Policy

- A. *Stevens Administration.* This Patent Policy will be administered by the Provost, with guidance from the Intellectual Property Advisory Committee and in consultation with the Deans of each School and College of Stevens. The Provost may delegate his/her duties under this Policy to such other officers or employees of Stevens as he/she may find appropriate. The Intellectual Property Advisory Committee may be convened from time to time by the Provost to advise and make recommendations to the Provost regarding (i) disputes relating to intellectual property rights under this Policy, (ii) Stevens' ownership or other interests in particular works of intellectual property covered by this Policy, and (iii) the need for amendments to this Policy or guidelines or procedures to implement this Policy. The Committee shall include faculty representation, as determined in consultation with the Faculty Senate.
- B. *Waiver.* Provisions of this Policy may, in specific instances and upon written request, be waived by the President or the President's designee on a case-by-case basis, giving consideration among other things to (i) Stevens' obligations to sponsors, (ii) whether the waiver would be in the best interest of technology transfer, (iii) whether the waiver would be in the best interest of Stevens, (iv) whether the waiver would result in a conflict of interest and (v) whether additional approvals within Stevens' governance structure would be required. Any such request shall be made in the first instance to the Provost who shall consider such request and, if the Provost approves, submit such request to the President for further consideration.
- C. *Disclosure of Patentable Materials.*
- (i) In order to ensure that Stevens is fully informed of inventions and discoveries and related know-how, able to make a proper determination of inventorship and ownership and able to fulfill reporting obligations to governmental and other research sponsors, all persons subject to this Policy shall promptly notify and fully disclose to Stevens all inventions and discoveries and related know-how resulting from their activities. Each person covered by this Policy shall use their best judgment in determining whether to make a disclosure under this Policy. In the event of uncertainty, each person covered by this Policy is advised to consult with the Office of Research, Innovation and Entrepreneurship. Because patent rights may be lost if information describing an invention has been published prior to filing of a patent application, notice and disclosure of an invention or discovery should be made to the Office of Research, Innovation and Entrepreneurship prior to any public disclosure (including but not limited to publication or presentation, such as at academic conferences). Inventors must complete an Invention Disclosure Form which is available on the Web site of the Office of Research, Innovation and Entrepreneurship.
 - (ii) If the inventor is uncertain whether Stevens has ownership rights in an invention, the invention shall be disclosed to Stevens.

- (iii) Upon disclosure of an invention, Stevens shall determine whether ownership vests in Stevens.
- (iv) If Stevens asserts ownership rights to the invention, Stevens has the right, either directly or through an outside agent, to evaluate and seek patent or other protection of the invention, and to undertake efforts to introduce the invention into public use. Inventors shall cooperate in every necessary way (but at no out of pocket expense to them) with Stevens and/or the outside agent, including signing all necessary documents and assigning to Stevens any ownership rights the inventor may have in order to permit Stevens or the outside agent to evaluate the invention, to seek, maintain and defend a patent, and/or otherwise to introduce the invention into public use.
- (v) Written materials and/or handbooks that provide information about Stevens' Patent Policy and procedures are available through the Office of Research, Innovation and Entrepreneurship or the Office of Sponsored Programs. Any questions regarding this Patent Policy should be directed to the Office of Research, Innovation and Entrepreneurship or to the Office of the General Counsel.

D. *Agreement to Policy.* This Policy constitutes an understanding that it is binding on all individuals who accept Stevens' employment, who use Stevens resources or facilities, or who participate in University research. All individuals employed by or affiliated with Stevens shall be advised of this Policy through publication in the Faculty Handbook on Stevens' website. Stevens may require formal patent agreements to implement this Policy as appropriate, but the absence of such executed agreements shall not invalidate the applicability of the Policy. Nothing in this Policy shall constitute a waiver by Stevens of any rights that Stevens may have under any other University policy, including without limitation the Copyright Policy, or any applicable law.

All individuals must have a signed Intellectual Property Agreement (see Appendix A) on the occasion of first submitting a grant application or first engaging in sponsored research. All directors or Principal Investigators of sponsored projects must secure signatures to the Intellectual Property Agreement from all research personnel, including students working on the project, at the time of their appointment and file the agreement(s) with the Office of Sponsored Programs.

E. *Disputes.* Disputes involving intellectual property rights or this Policy shall be reviewed and resolved by the Provost or such other officers or employees as he/she designates. Decisions made by delegates may be appealed to the Provost, who will review the matter and reach a decision in consultation with the Intellectual Property Advisory Committee, the relevant Dean or Director, and others, all as determined by the Provost. In the event that disputes are reviewed and resolved by the Provost, such decisions may be appealed to the President, who will review the matter and make the final decision.

APPENDIX A

THE TRUSTEES OF THE STEVENS INSTITUTE OF TECHNOLOGY

INVENTION AND ASSIGNMENT AGREEMENT

I have read and understand Stevens' ("Stevens") Patent and Copyright Policies. As a condition and in consideration of the following, as applicable:

- (1) my participation in sponsored research at Stevens;
- (2) my receipt as a student of support from or through Stevens;
- (3) opportunities made or to be made available to me to make substantial use of administered funds or Stevens resources and facilities;
- (4) my employment; and/or
- (5) my being a visiting researcher at Stevens,

I agree to be bound by all the provisions of the Patent Policy and the Copyright Policy of Stevens, as each such policy may be amended from time to time, and I:

- A. do hereby assign to Stevens all of my right, title and interest in any invention or discovery or copyrightable material, developed in the course of my employment by Stevens or in connection with my participation in research or related activities at Stevens, and any related know-how, in each case which I am obligated to assign to Stevens under the terms of the Patent Policy and the Copyright Policy, respectively;
- B. agree to execute such documents and take such further action including, without limitation executing additional assignment documentation, as may be requested by Stevens to further implement the Patent Policy, the Copyright Policy or this Agreement;
- C. agree to disclose to Stevens' Office of Research, Innovation and Entrepreneurship (or such other office organized for this purpose), promptly after discovery, any invention developed in the course of my employment by Stevens, or in connection with my participation in research or related activities at Stevens and any related know-how, and any copyrightable material, in each case owned by Stevens under the Copyright Policy;
- D. if I am a director or principal investigator of a sponsored project, I agree to secure or assist in securing signatures to an Intellectual Property Agreement from all research personnel, including students working on the project, at the time of their appointment and file the signatures with the Office of Research, Innovation and Entrepreneurship;
- E. acknowledge and agree that I do not have any employment, consulting or other agreement with a third party which grants rights that are in conflict with this Agreement, and I agree that I will not enter into any such agreement; and

F. acknowledge and agree that the terms of this Agreement will continue to apply in the event that I am no longer associated with Stevens to inventions developed in the course of my employment by Stevens and copyrightable material covered under this Agreement.

NAME: _____

SIGNED: _____

DATE: _____

WITNESS: _____