

## Intellectual Property and Proprietary Information Agreement for Visiting Personnel Using WSU Facilities

You must complete all above items in full, sign this Agreement at the bottom of this form, and return this Agreement to the WSU Office of Commercialization before you may participate in research activities at WSU.

Personal Information	WSU Information
Full legal name: _____ <i>(first, middle, last)</i>	WSU ID (if applicable):
Birth month/day (XX/XX):	WSU email (if applicable):
Citizenship:	Host department/lab:
Mailing Address:	WSU faculty host:
Email:	
Telephone:	
	Employer/Home Institution Information
	Type: <input type="checkbox"/> none, <input type="checkbox"/> non-profit research institution, <input type="checkbox"/> for-profit organization
	Name:
	Department/Division:

In exchange for my participation in research at WSU, opportunities made or to be made available to me to use WSU funds, facilities, or other resources, and/or other valuable consideration, I hereby agree as follows:

- I understand that, consistent with applicable laws and regulations, WSU is governed in the handling of intellectual property by its official policies as set forth in the WSU Faculty Manual and the Executive Policy on Intellectual Property ("WSU Policy"), and I agree to abide by the terms and conditions of WSU Policy (as it may be amended from time to time in the course of my WSU activities).
- I will disclose promptly to WSU all inventions, copyrightable materials, computer software, semiconductor mask works, tangible research property, and trademarks conceived, invented, authored, or reduced to practice by me, either solely or jointly with others, which either (i) result from the significant use of WSU administered funds or WSU facilities as defined in WSU Policy, or (ii) are developed in the course of or pursuant to a sponsored research or other agreement in which I am a participant while at WSU (hereinafter "Intellectual Property").
- I understand that inventions previously conceived, even though a patent application has been filed or a patent issued, are subject to this Agreement and I will disclose to WSU immediately if previously undisclosed or inadvertently undisclosed if they are actually first reduced to practice or constructively reduced to practice under the circumstances described in paragraph 2.
- [Choose one as applicable. If none apply, contact the WSU Office of Commercialization.]*
  - I have no conflicting obligations to another employer regarding the disclosure and assignment of intellectual property, and I hereby assign all rights to all such Intellectual Property to WSU.
  - My salary, wages, or stipend during my visit to WSU is paid solely by my Employer/Home Institution, which is a non-profit research institution, and I hereby assign all rights to all such Intellectual Property jointly to my Employer/Home Institution and WSU.
  - My employer is a for-profit organization sponsoring research at WSU (see ORSO Sponsored Project Agreement Number: \_\_\_\_\_, dated \_\_\_\_\_). I hereby assign jointly to my employer and WSU all rights to all Intellectual Property conceived, invented, authored, or reduced to practice by me in the performance of the research defined under the Sponsored Project Agreement either (i) jointly with employees or students of WSU or (ii) with significant use of WSU-administered funds or WSU facilities as defined in WSU Policy, whether solely or jointly with others.
- I agree to execute and deliver all documents and do any and all things necessary and proper on my part to effect such assignment and to enable WSU and, as applicable, my Employer/Home Institution to obtain, maintain, or enforce for itself or its nominees, patents, copyrights or other legal protection for such Intellectual Property.

- 6. I will prepare and maintain adequate and current written records of all such Intellectual Property, which I will promptly deliver to WSU upon my departure or at any other time at WSU's request, as well as all related memoranda, notes, records, schedules, plans or other documents, and tangible research property made by, compiled by, delivered to, or manufactured, used, developed or investigated by WSU, which will at all times be the property of WSU.
- 7. I will not disclose to WSU or use in my work at WSU (unless otherwise agreed in writing with WSU) (i) any information defined as confidential or proprietary by my Employer/Home Institution or any third party, including, without limitation, any trade secrets or confidential information with respect to the business, work, or investigations of such Employer or other third party; or (ii) any ideas, writings, or Intellectual Property of my own which are not included within the scope of this Agreement.
- 8. This Agreement is effective on date of my WSU hire, enrollment, or participation in projects administered by WSU, and is binding on me, my executors, administrators, or other legal representatives or assignees.

This Agreement replaces all previous agreements relating in whole or in part to the same or similar matters that I may have entered into with WSU. It may not be modified or terminated, in whole or in part, except in writing signed by an authorized representative of both parties.

**Furthermore, I represent that, (i) except as identified below, I have not executed any agreements with or incurred any obligations to others in conflict with this Agreement; and (ii) I will not, while bound by this Agreement, enter into any other agreement creating copyright, patent, or other obligations in conflict with this Agreement.**

**Please indicate any agreements with and/or obligations to other parties:**

\_\_\_\_\_  
**Your Signature (include full first name)**

\_\_\_\_\_  
**Date**

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**For Employer/Home Institution:** *The following section must be completed by someone who is authorized to accept the terms and conditions of this Agreement on behalf of your Employer/Home Institution (i.e., the Authorized Representative).*

In the event that Intellectual Property is assigned jointly to WSU and Employer/Home Institution under this Agreement, WSU and the Employer/Home Institution will enter into a mutually acceptable joint invention agreement to administer their rights and obligations with regard to any such jointly owned Intellectual Property. WSU will take the lead for patent management and licensing of such Intellectual Property unless otherwise agreed to by the parties.

In the event that Intellectual Property assigned jointly to WSU and Employer/Home Institution under this Agreement is also subject to an agreement (e.g., a sponsorship agreement) between WSU and a third party, Employer/Home Institution will work cooperatively with WSU to allow WSU to meet any third-party obligations.

**Agreed to by Employer/Home Institution:** \_\_\_\_\_

By (printed name of Authorized Representative):

Title:

Date:

Email:

Telephone:

Employer/Home Institution mailing address:

**Return to: WSU Office of Commercialization, Lighty Student Services Building, Suite 280/286, Pullman, WA 99164-1060  
For further information see WSU Faculty manual or contact the WSU-OC at (509) 335-5526.**