EAST CAROLINA UNIVERSITY

Patent Agreement and Assignment

To be Completed by ALL ECU Employees and Graduate Students

I have read and I understand the Patent and Copyright Policies of East Carolina University which are subject to the Patent and Copyright Policies of the University of North Carolina (the “Policies”).

- ECU Patent Policy (http://www.ecu.edu/PRR/10/40/01)
- ECU Copyright Policy (http://www.ecu.edu/PRR/10/40/02/)

I also understand that my compliance with the Patent Policy is a condition of my employment with, or admission to, East Carolina University. I, therefore, agree to abide by the Patent Policy, including any amendments which may be adopted from time to time.

I acknowledge my duty to disclose promptly to the University Office of Technology Transfer a full and complete disclosure of all discoveries and inventions that, based on my knowledge or information supplied to me by others, I have reason to believe may be patentable. I understand that certainty about patentability is not required before a disclosure is made.

I will assign, and hereby do assign, to East Carolina University my right, title, and interest in all inventions, and improvements that I conceive and/or reduce to practice during the course of my employment at East Carolina University and/or in connection with my use of university facilities or funds administered by the University.

In the event that the University determines, in its sole discretion, to pursue patent or other intellectual property protection, I agree to execute any declarations, assignments, or other documents necessary to comply with the terms of the Patent Policy, and to cooperate in the preparation of patent applications and other documents necessary in prosecution of the patent. I also understand that the University’s funding agreements with third parties, including the United States Government, impose certain obligations with respect to rights in inventions and, when requested to do so by the University, I will execute declarations, assignments or other documents necessary to comply with the terms of the funding agreements. Further, I hereby authorize the disclosure of this agreement to the United States Patent and Trademark Office, patent counsel, research sponsors, licensees, and any other individual or entity as is necessary to obtain intellectual property protection and/or to comply with the terms of funding and/or licensing agreements to which the University is a party.

I do not have any employment, consulting or other agreement with any third party which grants rights that are in conflict with this Agreement, and I agree that I will not knowingly enter into any such agreement.