

**BOARD OF REGENTS OF THE UNIVERSITY
SYSTEM OF GEORGIA BY AND ON BEHALF OF
GEORGIA INSTITUTE OF TECHNOLOGY**

Atlanta, Georgia

****NOTE:** Sign Reverse Side

Revised January 2011

AGREEMENT

Providing for the Assignment and
Administration of Intellectual Properties

This instrument constitutes an agreement between the Board of Regents of the University System of Georgia, ("Board of Regents") and:

_____ (Name),

_____ (Department),

_____ (GT ID#) employee of Georgia Institute of Technology, ("Employee"). For and in consideration of the employment of the Employee by the Georgia Institute of Technology ("Institute") under the authority of the Board of Regents, Employee agrees to the following:

I. Intellectual Property Assignments

Employee agrees that if during the period of employment he/she shall invent, discover, author or develop any new process, products, art, machine, method of manufacture, or composition of matter or any new hardware, firmware, or software technology or improvement thereof or know-how, trade secret or work of authorship or trademark, service mark, or trade name, and other rights in and to such intellectual property as may be recognized by foreign jurisdictions where applicable, in connection with Employee's work at the Institute ("Intellectual Property"), he/she shall promptly and fully disclose such Intellectual Property, in writing, to the officers of the Institute and the Georgia Tech Research Corporation ("GTRC"). If requested to do so by GTRC, Employee will, at GTRC's expense and through an agent or agents selected by GTRC, apply every endeavor to obtain letters patent, copyright or trademark registration or other protection of the United States and/or of any state or foreign countries covering such Intellectual Property ("Intellectual Property Protection"). Employee hereby assigns to GTRC all right, title and interest and, where applicable, waives moral rights in and to said Intellectual Property and/or such Intellectual Property Protection that is filed, issued or maintained thereon. Employee will execute all documents and do all things requested by the Institute or GTRC to further secure such Intellectual Property Protection. The legal expenses associated with each and every one of such actions, if such actions are requested by the Institute or GTRC, are to be at the expense of GTRC. Employee agrees that all such Intellectual Property and all forms of Intellectual Property Protection issued thereon shall belong to and be the property of GTRC.

The foregoing obligations extend to any and all Intellectual Property which may be disclosed subsequent to Employee's term of employment if the Intellectual Property pertains to work performed by Employee in the course of his/her employment.

II. Maintenance and Availability of Notes

Employee agrees to keep complete and systematic records and notebooks that are properly witnessed in writing, in accordance with the form approved by the Institute and GTRC, including notes on all experimental and research work, descriptions, diagrams and other data, pertaining to Intellectual Property made during Employee's period of employment, which materials shall be available during all normal working hours at the request of the Institute or GTRC. All aforementioned materials are to be and shall remain the property of GTRC.

III. Disclosure of Information

Employee agrees not to disclose during his/her term of employment and or five (5) years or such longer time after the term of employment as may be agreed upon by the Employee and the Institute, any proprietary/confidential information in reference to any project or intellectual property which Employee shall obtain or which shall come to his/her knowledge during his/her term of employment, unless:

- (1) specifically authorized in writing to do so by the Vice President for Research or his/her duly authorized representative, or
- (2) publication or other means of releasing the information has been approved in writing by the Vice President for Research or his/her duly authorized representative.

"Proprietary/confidential information" shall include, but shall not be limited to:

- (1) computer software, firmware or hardware, whether or not owned by the Institute or GTRC, unless specified in writing to be nonproprietary or nonconfidential. The term "software" as used in this paragraph refers to software in various stages of development or any product thereof and includes without limitation the literal elements of a program (source code, object code or otherwise), its audiovisual components (menus, screens, structure and organization), any human or machine readable form of the program, and any writing or medium in which the program or the information therein is stored, written or described, including without limitation diagrams, flow charts, designs, drawings, specifications, models, data, and bug reports;
- (2) classified projects;
- (3) research, development, or testing projects covered by nondisclosure agreements or pursuant to which the sponsor retains a proprietary interest in the results of work; and
- (4) any invention, new technology or discovery developed at the Institute, including, but not limited to any information or "know-how" which relates to such.

IV. Incorporation of Patent, Copyright & Other Intellectual Property Policies

The Institute's Intellectual Property Policy and such other policies covering intellectual property as may be established by the Institute from time to time and as may be in effect during the term of this Agreement are hereby incorporated and made a part of this Agreement, and, as applicable, said policies shall govern the interpretation of this Agreement.

This ____ day of _____, _____.

EMPLOYEE

By: _____ Date: _____

***Signature of employee

(_____ (SEAL)

The Georgia Tech Research Corporation shall pay the Employee the first \$2500 of gross income derived from the commercialization of any intellectual property other than videotapes or multimedia material created or developed by the Employee, subject to the terms and conditions of the Institute's then-current Intellectual Property Policy and other Institute policies covering intellectual property, applicable third party agreements, and applicable Federal Law. Thereafter, the net income derived from the commercialization of any intellectual property created or developed by the Employee and any royalties attributable to Employee derived from the licensing or sale of other types of intellectual property (e.g., copyrighted material, material treated as a trade secret such as software, etc.) shall also be governed by the Institute's then-current policies pertaining to such material.

Should any such invention, discovery, or development be created, discovered, or developed jointly by more than one Employee, the income and/or royalties derived from the commercialization, licensing, or sale of such invention, discovery, or development shall inure jointly to the Employees and be distributed in an amount proportionate to the percentage of the Employees' ownership as listed in the original invention disclosure, subject to the Institute's then current Intellectual Property and such other policies covering intellectual property.

This ____ day of _____, 20____.

GEORGIA TECH RESEARCH CORPORATION

By: _____

Name/Title _____