

Employee No. _____

Employee Invention Assignment Agreement

This Employee Invention Assignment Agreement (“Agreement”) is made by and between the University of Kansas (the “University”) and _____ (“Employee”) and is effective on the date of Employee’s hire or Employee’s participation in a project administered by the University, whichever is earlier.

Whereas, the University has offered Employee employment with the University, and Employee has accepted the University’s offer of employment; and

Whereas, the University, consistent with applicable laws and regulations, and in accordance with Kansas Board of Regents Intellectual Property policy (“Board Policy”), has an official policy that governs Intellectual Property (“IP Policy”).

Now therefore, in consideration of the mutual promises made and exchanged by Employee and the University concerning employment, and for other good and valuable consideration, which is acknowledged by both and further stated herein, the University and Employee agree to the following terms and conditions:

1. Employee agrees to abide by the terms and conditions of the Board Policy and the IP Policy, as they may be amended from time to time.

2. Pursuant to those policies, and in consideration of Employee’s employment by the University, including Employee’s receipt of remuneration from the University; participation in projects administered by the University; access to or use of facilities or resources provided by the University; and/or other valuable consideration, Employee hereby agrees as follows:

a. Employee will promptly disclose to the University, in writing,* all inventions conceived or first reduced to practice, in whole or in part, that Employee develops using University equipment, supplies, facilities, or trade secret information; results from work performed for the University; relates to the University’s actual or demonstrably anticipated research or development; or results from Externally Sponsored Research†, Institutionally Sponsored Research, or from the Substantial Use of University Resources‡ (“Inventions”).

b. Employee hereby assigns to the University all right, title and interest in such inventions.

* Disclosure shall be made to the KU Center for Technology Commercialization, pursuant to the University’s Intellectual Property Policy, located at : _____.

† Pursuant to Federal regulations, inventions resulting from federally-funded research must be disclosed in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

‡ The terms “Externally Sponsored Research,” “Institutionally Sponsored Research,” and “Substantial Use of University Resources” are defined in the University’s Intellectual Property Policy.

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c. Employee will execute and deliver all documents and do any and all things necessary to effect such assignment: file patent applications on the Invention; and establish the government's rights in the Invention.

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3. Employee agrees and understands that Employee is prohibited from assigning, licensing, or otherwise transferring Inventions subject to this Agreement to individuals, entities, or companies engaging Employee's services. Employee hereby certifies that no assignment, sale, or agreement has been or will be made or entered into by Employee that would conflict with this Agreement.

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4. This Agreement does not apply to any invention for which no equipment, supplies, facility or trade secret information of the University was used and which was developed on Employee's own time.

5. This Agreement shall not include rights of Employee to any invention created, owned, or controlled by the Employee before the Effective Date of this Agreement. If Employee has made any inventions before employment with the University, ("Employee Prior Inventions"), Employee shall list and describe all of them on the attached page (Exhibit A) and include any pertinent documentation.

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6. The IP Policy and Board Policy are hereby incorporated in and made a part of this Agreement, and, as applicable, said policies shall govern the interpretation of this Agreement.

7. Employee understands that this Agreement is part of the terms of Employee's employment with the University.

8. This Agreement, and all matters arising out of or related to this Agreement, shall be governed by and construed under the laws of the State of Kansas.

In Witness Whereof, the Employee and the University have caused this Agreement to be executed as of the date below.

Accepted and Agreed to by:

Employee: _____

University of Kansas: _____

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Signature

Vice Chancellor for Research

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Date of Execution

(L0066578.1) Revised September 2018

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EXHIBIT A

List of Employee Prior Inventions

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Employee No. _____

Note: This list may be amended from time to time to reflect Prior Intellectual Property or Inventions inadvertently omitted at the time of completion of this Exhibit A.

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