

Patent Agreement and Assignment

The University of Virginia

Under the University of Virginia Patent Policy, adopted pursuant to Virginia Code § 23-4.3, entitled "Adoption of intellectual property policies; employees to be bound by such policies:"

University research is defined as research and related activities by any person (a) which are related in any way to duties or responsibilities for which he has been compensated either by or through the University or (b) for which facilities owned, operated, or controlled by the University are used.

Products of research eligible for copyright protection, with the exception of computer software, are excluded from this definition.

The Patent Policy further states that: "*Any person who may be engaged in University research shall be required to execute a patent agreement with the University in which the rights and obligations of both parties are defined.*"

This Patent Agreement and Assignment constitutes the agreement required by the Patent Policy.

Agreement

As a condition of employment or other involvement in research and/or related activities using University facilities and resources ("University research"), I acknowledge my acceptance of the University of Virginia Patent Policy, and do hereby assign to The Rector and Visitors of the University of Virginia all of my ownership, right, title and interest in any discovery or invention that is the product of my University research, including without limitation any patent and other intellectual property rights arising under U.S. or any other law, whether I acquired those rights before signing this Agreement or acquire them in the future. I further agree to fulfill my obligations of disclosure and cooperation in the patenting and commercial development of any such discovery or invention that is the product of University research. I have no consulting contracts or other contractual obligations to any third party, organization, or corporation containing provisions regarding rights in inventions that are, or could be reasonably construed to be, in conflict with this agreement. I will not enter into any agreement in the future creating patent or other intellectual property obligations that conflict with this agreement or University policy.

Name

Signature

Department

Date

Please send the completed and signed form to:
Office of the Vice President for Research
PO BOX 400301