

Memo

Reference: Research Policy Handbook

Related memo: Intellectual Property Agreements for Non-Stanford Personnel
(2005 memo from Arthur Bienenstock)

NOTE: Visitors engaged in research at Stanford will complete this form electronically at <http://otlportal.stanford.edu/su18a>.

Patent and Copyright Agreement for Personnel at Stanford Who Have a Prior Existing and Conflicting Intellectual Property Agreement with Another Employer – SU18A

I understand that, consistent with applicable laws and regulations, Stanford University is governed in the handling of intellectual property by its official policies titled [Inventions, Patents and Licensing](#) and [Copyright Policy](#) (both published in the Research Policy Handbook), and I agree to abide by the terms and conditions of those policies, as they may be amended from time to time, in the course of my Stanford activities.

Pursuant to these policies, and in consideration of my participation in projects administered by Stanford, access to or use of facilities or resources provided by Stanford and/or other valuable consideration, I hereby agree as follows:

1. I will disclose to Stanford all potentially patentable inventions conceived or first reduced to practice in whole or in part in the course of my Stanford responsibilities, my participation in research projects at Stanford or with more than incidental use of University resources. I hereby assign jointly to Stanford and to my non-Stanford employer all my right, title and interest in such patentable inventions and to execute and deliver all documents and do any and all things necessary and proper on my part to effect such assignment. Such assignment is not inconsistent with the terms of my continuing employment outside of Stanford or with any other agreement I have entered into.
2. I will not use any information defined as confidential or proprietary by my non-Stanford employer in the course of my Stanford responsibilities and I will not do consulting or any work for my non-Stanford employer while at any facility owned or leased by Stanford.
3. I am free to place my inventions in the public domain as long as in so doing neither I nor Stanford violates the terms of any agreements that governed the work done or my agreements with my non-Stanford employer.
4. I recognize Stanford's policy that all rights in copyright shall remain with the creator unless the work:
 - a. is a Stanford work-for-hire (and copyright therefore vests in Stanford under copyright law),
 - b. is supported by a direct allocation of funds through Stanford for the pursuit of a specific project,
 - c. is commissioned by Stanford,

Research Policy Handbook

- d. makes significant use of University resources or personnel, or
- e. is otherwise subject to Stanford-related contractual obligations.

I hereby assign and confirm in writing to Stanford all my right, title and interest, including associated copyright, in and to copyrightable materials falling under a) through e) above.

- 5. I will not enter into any agreement creating copyright or patent obligations in conflict with this agreement.
- 6. This agreement is effective on date of my Stanford hire, enrollment or participation in projects administered by Stanford, and is binding on me, my estate, heirs and assigns.

Filed electronically at <http://otlportal.stanford.edu/su18a>

The signer should make a copy of this agreement for his or her own records, and hereby waives any objection to Stanford's use of an electronic version of this agreement as a substitute for the original for any legally recognized purpose.

Provider: Office of the Vice Provost and Dean of Research and Graduate Policy, Stanford University

Contact: Assistant Dean of Research

Last updated: July, 2011