

Research Policy Handbook

Memo

Reference: Research Policy Handbook

Related information: Intellectual Property for Non-Stanford Personnel

NOTE: Stanford faculty, staff, graduate students and postdocs complete this form electronically in [Axess](#). Individuals sign and view the status of their agreement on the *Employee Information* tab (for faculty and staff) and on the *Academics* tab (for students and postdocs) in Axess.

Patent and Copyright Agreement for Personnel at Stanford - SU18

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.

Pursuant to those policies, and in consideration of my employment by Stanford, the receipt of remuneration from Stanford, 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 University responsibilities or with more than incidental use of University resources. I hereby assign to Stanford 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.
(See [Inventions, Patents and Licensing](#) for further clarification and discussion related to this paragraph.)
2. 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.
3. Stanford policy states that all rights in copyright shall remain with the creator unless the work:
 - a. is a work-for-hire (and copyright therefore vests in the University under copyright law),
 - b. is supported by a direct allocation of funds through the University for the pursuit of a specific project,
 - c. is commissioned by the University,
 - d. makes significant use of University resources or personnel, or
 - e. is otherwise subject to contractual obligations.

I hereby assign or 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.

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4. I am now under no consulting or other obligations to any third person, organization or corporation in respect to rights in inventions or copyrightable materials which are, or could be reasonably construed to be, in conflict with this agreement.

NOTE: An alternative to this agreement may be appropriate for personnel with a prior existing and conflicting employment agreement see the SU-18A that establishes a right to intellectual property in conflict with Stanford policies. Personnel in this situation should contact the [Office of the Vice Provost and Dean of Research](#).

5. I will not enter into any agreement creating copyright or patent obligations in conflict with this agreement.
6. This agreement is effective on the later of July 1, 2011 (on the one hand) or my date of hire, enrollment, or participation in projects administered by Stanford (on the other hand), and is binding on me, my estate, heirs and assigns.

Electronic Signature in AXESS
<http://axess.stanford.edu>

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.

July 2011

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

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