



**Purpose:** This form is required to be completed and signed by individuals first appointed or transferred to the following classification categories: (1a) executive, administrator, academic administrator, and academic throughout the University; (b) faculty, staff exempt, staff nonexempt, and technical service in academic or academic service units throughout the University; (2) for any existing employee in the above classification categories who has not signed an IPA; (3) graduate assistants and fellows at the time of their first appointment; and (4) undergraduate/graduate students, postdoctoral fellows, wage payroll employees, visiting scholars/scientists, emeritus/retired faculty and others who may be in a position to make, conceive or reduce to practice inventions or otherwise develop technology.

**Instructions:** The original signed agreement should be returned to the Intellectual Property Office *via* your department of employment or matriculation.

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I agree, as a condition of my employment/appointment/association, to abide by the terms of the University's Intellectual Property Policies and Procedures currently in effect, as well as any subsequent revisions thereto. In so agreeing, I especially note the responsibilities set forth below.

- (1) to assign to the University (or its designee) all rights which I have or may acquire in inventions, discoveries, rights of patent therein, software or courseware which are conceived, reduced-to-practice or authored by me:
  - (a) with the use of University facilities or resources, or
  - (b) in the field of expertise and/or within the scope of responsibilities covered by my employment/appointment/association with the University (hereafter PSU IP);
- (2) to submit invention disclosures to the University promptly following the completion of conception or the first reduction-to-practice of any PSU IP;
- (3) to do whatever is required to enable the University (or its designee), at its expense, to protect the PSU IP whether by patent, copyright or otherwise; including:
  - (a) making myself available to meet with patent attorney and provide necessary documentation, data and research results to support the filing or prosecution of patent applications covering PSU IP, or
  - (b) reviewing and signing documents from patent attorney retained by PSU (or its designee) to seek protection of PSU IP, or
  - (c) to assist the University (or its designee) in seeking licensees to commercialize PSU inventions;
- (4) to maintain laboratory documentation, including laboratory notebooks, where appropriate, to adequately demonstrate that inventions or discoveries were conceived or first reduced-to-practice by me including clear identification of any sponsorship;
- (5) prior to completion of my association with work contracted pursuant to contracts or grants, a complete disclosure of all software, instructional materials, inventions or discoveries conceived or first reduced-to-practice by me with the utilization of time, money or facilities charged to contracts or grants, and copyrightable works vested thereunder, must be submitted to the University.

I agree it is my responsibility to read and understand PSU policies governing IP, including University policies:

- RA05 - Significant Financial Interest Disclosure for Sponsored Project's Investigators
- RA11 - Patents and Copyrights (Intellectual Property)
- RA12 - Technology Transfer and Entrepreneurial Activity (Faculty Research)
- RA17 - Courseware

I understand that this agreement is part of the terms of my employment/appointment/association; that any contract of employment or other legally binding agreement entered into by me with the University after this agreement shall be considered to include this agreement unless a provision of that contract of employment specifically modifies this agreement.

My responsibility set forth in Section (3), will continue after termination of my employment/appointment/association with the University.

If I am now or hereafter become employed as a principal investigator or director of a University research, development, or other type of project, I will determine whether each person who performs any part of the research or development work on the project for which I am responsible has signed an appropriate Intellectual Property Agreement; and if not, will obtain such additional Intellectual Property Agreements as are necessary, and forward them to the Intellectual Property Office.

I intend to be legally bound by this agreement.

**PLEASE CHECK CURRENT STATUS AND SIGN:**

FACULTY/STAFF

VISITING SCHOLAR/SCIENTIST

GRAD ASST/FELLOW

EMERITUS/RETIRED FACULTY

GRADUATE STUDENT

NON-DEGREE STUDENT

UNDERGRADUATE STUDENT

OTHER

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
PSU-ID Number or Individual  
Taxpayer Identification Number

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

