

Employee Invention Assignment Agreement
(Revised 6/22/09)

This Employee Invention Assignment Agreement (“Agreement”) is made by and between the University of Kansas (“**University**”) and _____ (“**Employee**”) and is effective the date Employee signs this Agreement or the date Employee first begins employment with University, whichever is earlier.

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

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

1. Employee acknowledges and agrees that in consideration of employment by the University, and receipt of a share of licensing revenues from the commercialization of inventions by the University, all inventions (“**Inventions**”*) that (a) Employee develops using the University’s equipment, supplies, facilities, time, personnel or trade secrets, or (b) result from work he/she performs for the University, or, unless otherwise agreed or authorized under Regents and University policy,² (c) relate to the University’s actual or demonstrably anticipated research and/or development, are the sole and exclusive property of the University.³ Employee agrees to assign, and hereby does assign, all such Inventions to the University.
2. Employee further understands that, in accordance with Kansas Board of Regents and University of Kansas policies on intellectual property,⁴ inventors shall collectively receive revenues from royalties, license fees, and other charges after the University recovers its costs. Currently, under Board of Regents policy this collective

¹* Invention: Any art or process (*way of doing or making things*), machine, manufacture, design, or composition of matter, or any new and useful improvement thereof, or any variety of plant, which is or may be patentable under the patent laws of the United States. (See U.S. Patent and Trademark Office website glossary.)

² For example, the University makes no claim to inventions created during authorized external consulting activities, and this assignment agreement does not apply to such inventions.

³Such assignment is subject to applicable federal law and regulations.

⁴ In accordance with Kansas Board of Regents and University of Kansas policies on intellectual property, ownership of scholarly and artistic works and royalties derived therefrom shall reside with the creators.

minimum is 25 percent of royalties, fees and charges, and under current University of Kansas policy the collective minimum is 33.3 percent of royalties, fees, and charges.

3. If Employee has made any inventions, developments, or trade secrets prior to his/her employment with the University, which belong to him/her and which are not assigned to the University or to a former employer or other entity (“*Employee Prior Inventions*”), Employee has listed and described all of them on the attached page (Exhibit A), including any pertinent documentation. University makes no claim to any Employee Prior Inventions. If no such list is attached, Employee agrees that it is because no such Employee Prior Inventions exist or because Employee has assigned such inventions to a prior employer or other entity. Employee acknowledges and agrees that if he/she uses any Employee Prior Inventions in the scope of his/her employment with the University, or includes them in a product or service of the University, Employee hereby grants to the University a perpetual, irrevocable, nonexclusive, world-wide, royalty-free license to use such Employee Prior Inventions in its research activities only; provided that if the University wishes to further disclose, make, sell, copy, distribute, modify, and create works based on such Employee Prior Inventions and to sublicense them to third parties, it must obtain Employee’s written agreement to do so, which agreement shall address any appropriate compensation to employee.

4. Employee hereby certifies that no assignment, sale, agreement or encumbrance has been or will be made or entered into by Employee that would conflict with this Agreement.

5. Employee further certifies and agrees that he/she will, upon request by University, provide promptly to the University all pertinent facts and documents to enable University to obtain, maintain, issue, and enforce all Inventions. Employee will, if necessary, testify at University’s expense in any interference, litigation or proceeding related thereto.

6. The University, in compliance with Kansas state law, hereby notifies Employee of the provisions of K.S.A. 44-130. Specifically, Employee acknowledges and understands that because this Agreement contains a provision assigning Employee’s rights in any invention to the University, the University is required to provide, at the time this Agreement is made, a written notification to Employee that this Agreement does not apply to an invention for which no equipment, supplies, facility or trade secret information of the University was used and which was developed entirely on Employee's own time, unless:

(a) The invention relates directly to the business of the University or to the University's actual or demonstrably anticipated research or development;⁵ or

⁵ Questions regarding what may be “actual or demonstrably anticipated research or development” of the University should be directed to the University Director of Technology Transfer.

(b) The invention results from any work performed by Employee for the University.

Also, even though Employee may meet the burden of proving the conditions specified in K.S.A. 44-130, Employee shall disclose, at the time of employment or thereafter, all inventions being developed by Employee, for the purpose of determining University and Employee rights in an invention. See Exhibit A.

7. This Agreement shall be governed by and construed under the laws of the State of Kansas. Any action under this contract shall be brought in the state or federal courts of the State of Kansas.

8. This Agreement fully and completely states the understanding of Employee and University. All prior understandings and agreements between Employee and University are merged with this Agreement.

9. This Agreement shall remain effective and enforceable throughout Employee's employment with the University, and as to any inventions made during employment with the University, it shall survive Employee's termination of employment with the University.

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

By Employee:

Accepted to by University of Kansas:

Signature

Steven F. Warren
Vice Chancellor, Research and Graduate Studies

Printed name

Date of Execution

EXHIBIT A

List of Employee Prior Inventions

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