

ATTACHMENTS Disposition of Rights In Intellectual Property

***Army Research Laboratory
Agreement -Disposition of Rights in Intellectual Property***

I, the Research Associate identified below, in consideration of financial and other benefits attributable to my work at the Army Research Laboratory (ARL) as a Research Associate, do hereby attest to the fact I am not subject to the intellectual property policies of any other organization, through employment, contract, or otherwise, or, if I am subject to the IP policies of any other organization have informed ARL Patent Counsel of such IP policies and obtained conflict clearance, and agree as follows:

1. Invention and Patent Rights

A. Research Associate Inventions

(a) Being subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce at 37 CFR Part 401, I may elect to retain the entire right, title, and interest throughout the world to each invention made (i.e., conceived or first actually reduced to practice) by me as a consequence of, or in direct relation to, my work as a research associate.

(b) I shall disclose each invention I have made to the ARL Laboratory Patent Counsel using all locally approved forms. I will elect in writing whether or not to retain title to the invention by notifying the ARL Laboratory Patent Counsel within two (2) years after disclosure.

(c) After election to retain title, I have one (1) year in which to file an initial patent application on the invention or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use.

(i) I agree to include, within the specification of any United States patent application and any patents issuing thereon covering an invention, the following government support statement:

"This invention was made with U.S. Government support and the U.S. Government has certain rights in this invention and the right in limited circumstances to require the patent owner to license others on reasonable terms."

(ii) I agree to execute and promptly deliver to ARL all instruments necessary to establish or confirm the rights the U.S. Government has in each invention. I further agree to notify ARL Laboratory Patent Counsel of any decision not to continue prosecution of the application(s), pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration period required by the U.S. Patent and Trademark Office.

(d) If I decide not to file for patent protection or if I fail to elect title to my invention or fail to file an initial patent application within the times specified, I agree to assign title, both domestic and/or foreign, to the U.S. Government, upon written request. I understand that by voluntarily assigning title to the Government that I shall be eligible to share royalties from the Government's licensing of my invention pursuant to 15 U.S.C. §3710c and Army Policy.

(e) I agree that the Federal Government shall be granted, at a minimum, a nonexclusive, nontransferable, irrevocable, paid-up license, to practice, or have practiced for or on behalf of the United States, in each invention in which I retain title.

(f) I agree that title to each invention made under this Agreement is subject to March-In-Rights by the Federal Government as stated in 35 U.S.C. §203.

B. Joint Inventions with U.S. Government Personnel

(a) I shall disclose any inventions made jointly to the Program Administrator or ARL Laboratory Patent Counsel. I may elect to retain title to my undivided interest.

(b) I agree that the same election and filing requirements as found in Sections 1 A. (b) and (c) above also apply to joint inventions.

(c) If I decide not to file for patent protection I agree to assign my undivided interest in the invention to the U.S. Government

C. Joint Inventions with U.S. Government Contractor Personnel

If I am a co-inventor with a U.S. Government Contractor employee, a joint ownership situation initially arises with the Contractor.

D. Inventions made in support of Cooperative Research and Development Agreements

(a) Notwithstanding the ownership and licensing provisions of subsections 1. A. through 1. C. above, if I voluntarily participate with ARL under a Cooperative Research and Development Agreement (CRADA) authorized by 15 U.S.C. §3710a, the Government may require me to negotiate an agreement with the CRADA collaborating party or parties regarding the allocation of rights to any subject invention I make, solely or jointly, under the CRADA. The agreement shall be negotiated prior to me undertaking the CRADA work or, with the permission of ARL, upon the identification of a subject invention. In the absence of such an agreement, and if I retain title ownership, I agree to grant the collaborating party or parties an option for a license in my inventions of the same scope and terms set forth in the CRADA for inventions made by the Government.

(b) I agree that the Federal Government shall be granted, at a minimum, a nonexclusive, nontransferable, irrevocable, paid-up license, to practice, or have practiced for or on behalf of the United States, in each invention made in support of the CRADA.

(c) I understand that should I voluntarily assign title ownership to the Government that I shall be eligible to share royalties from the Government's licensing of my invention pursuant to 15 U.S.C. §3710c and Army Policy.

2. Copyright

(a) I agree that in the event that I assert copyright in original works of authorship for which copyright protection subsists, the U.S. Government, and others acting on the Government's behalf, shall have a paid-up license to reproduce the copyrighted work, distribute copies, prepare derivative works, perform the copyrighted work publicly and display the copyrighted work publicly. I agree to affix the applicable copyright notice of 17 U.S.C. 401 or 402 and acknowledge U.S. Government sponsorship to the work. I also agree that any assignment or license of the copyright I make shall identify the Government's license to the work as prescribed herein.

(b) If I decide not to retain ownership of copyright in a work in which the Government expresses interest, I agree to assign my copyright to the U.S. Government.

(c) Joint works between the Research Associate and U.S. Government employees shall be jointly owned.

3. Unrestricted Data

I understand and agree that the research developed and delivered by me, or to which I have access at ARL, including all data, inventions, discoveries, copyrightable works, software, tangible materials and information, will be confined to “fundamental research” as defined by ITAR and EAR regulations (collectively, “Export Control Regulations”) and will therefore not be restricted under the Commerce Control List of the Export Control Regulations or the US Munitions List of the International Traffic in Arms Regulations.

4. This Agreement shall be governed by United States Federal Law.

Research Associate (Print Name)

Signature

Date

Address