**Inventions Agreement for Visiting Personnel Using Columbia University Research Facilities**

# **Legal name (please print or type): FIRST: MIDDLE: LAST:**

# **Columbia ID No. (if known):**

# **Birth Month/Day: (The year of birth is not required)**

# **Email address:**

# **Department/Laboratory in which you will be performing research:**

# **Columbia Principal Investigator/Faculty Host:**

# **Employer/Home Institution:**

 Non-Profit Research Institution

 For-Profit Organization

 I do not have an Employer/Home Institution

**Email address at Employer/Home Institution:**

# **\*All items above are required. This form must be completed in full before you may participate in research activities at Columbia University in the City of New York (“Columbia” or the “University”)**

**I understand that, consistent with applicable laws and regulations, Columbia is governed in the handling of intellectual property by its official policies as set forth in the Statement of Policy on Proprietary Rights in the Intellectual Products of Faculty Activity and the Columbia University Copyright Policy (the “Policy”), which can be found in the appendices of the Faculty Handbook at https://facultyhandbook.columbia.edu. Although I may not be a Columbia employee during the time period of my Columbia appointment, I agree to abide by the terms and conditions of the Policy applicable to Columbia employees, as may be amended from time to time.**

Columbia requires more than a de minimis use of University resources by a visitor that results in an invention or other intellectual property to trigger ownership rights governed by the Policy. Examples of de minimis use by visitors include office or conference room space, the library, personal computer equipment (as opposed to high-performance computing clusters), and telephone usage. Additionally, nothing in this Agreement should be construed to limit the rights of a visitor to disseminate any software developed solely by the visitor while at Columbia under an open-source license unless, of course, the software was developed with funding (whether direct, such as Columbia funding; or indirect, such as federal grant funding) or under an agreement that would otherwise prohibit or restrict such release, in which case, the terms of the agreement would need to be respected.

1. Under Columbia policies and in exchange for my participation in research at Columbia and/or opportunities made or to be made available to me to use Columbia funds, facilities or other resources:
	1. For Visitors who do not have a home institution:

I will disclose promptly to and assign to, and I hereby assign to, Columbia all rights to inventions, copyrightable materials (other than scholarly articles), computer software, semiconductor mask works, tangible research property, and trademarks (“**Intellectual Property**”) conceived, invented, authored, or reduced to practice by me, either solely or jointly with others, which are subject to the Policy.

* 1. For Visitors who have an employer/home institution:
1. if my salary, wages or stipend has been paid solely by Columbia, I will disclose promptly to and assign to, and I hereby assign to, Columbia all rights to all Intellectual Property (as defined above) conceived, invented, authored, or reduced to practice by me, either solely or jointly with others, which are subject to the Policy;
2. if my salary, wages or stipend is being paid, solely or partially by my Employer/Home Institution, then I will disclose promptly to and assign jointly to, and I hereby assign jointly to my Employer/Home Institution and Columbia all rights to all Intellectual Property (defined above) conceived, invented, authored, or reduced to practice by me, either solely or jointly with others, which are subject to the Policy;

Unless already addressed in a separate sponsored research agreement, Columbia and my Employer/Home Institution have or will enter into a mutually acceptable joint invention agreement to administer their rights and obligations concerning any jointly owned Intellectual Property covered by this Agreement, and Columbia will take the lead for patent management and licensing of such Intellectual Property unless otherwise agreed to by the parties; and

1. if Intellectual Property covered by this Agreement is also subject to an agreement (e.g., a sponsorship agreement) between Columbia and a third party, my Employer/Home Institution will work cooperatively with Columbia to allow Columbia to meet any third-party obligations.
	1. For All Visitors:

I will execute all necessary papers and otherwise provide proper assistance promptly upon Columbia’s request during and after the period of my Columbia visiting appointment to enable Columbia and, as applicable, my Employer to obtain, maintain, or enforce for itself or its nominees, patents, copyrights or other legal protection for such Intellectual Property.

1. I will prepare and maintain adequate and current written records of all such Intellectual Property for Columbia.
2. I will deliver promptly to Columbia when I leave Columbia for whatever reason, and at any other time as Columbia may request, copies of all written records of all such Intellectual Property as well as all related documentation or tangible research property relating to Intellectual Property developed by me while at Columbia, which will at all times be and remain the property of Columbia.

This Agreement may not be modified or terminated, in whole or in part, except in writing, signed by an authorized representative of Columbia. Discharge of my undertakings in this Agreement will be an obligation of my executors, administrators or other legal representatives or assignees.

# **Furthermore, I represent, except as identified below,\* that: (i) I have not executed any agreements with or incurred any obligations to others in conflict with this Agreement, and (ii) I will not, while bound by this Agreement, enter into any other agreements, or otherwise incur any obligations, that conflict with this Agreement.**

[THIS SECTION LEFT BLANK INTENTIONALLY]

# **Your Signature (required, include full first name) Date (required)**

**The following section must be completed by someone who is authorized to accept the terms and conditions of this Agreement on behalf of your employer/home institution (i.e., the Authorized Representative):**

**Agreed to by Employer/Home Institution:** (***signature required***)

 Employer/Home Institution Name:

By (printed name of Authorized Representative):

Title:

Date:

Email:

Telephone:

**\*Please indicate any relevant agreements with and/or obligations to other parties:**