

Western Michigan University
INVENTIONS, PROPRIETARY INFORMATION, AND
OTHER INTELLECTUAL PROPERTY AGREEMENT

Name (please print or type): _____

Position in Offer Letter: _____

Department/School/Unit: _____

In consideration of:

- (i) my being employed at Western Michigan University (“WMU”); and/or
- (ii) my participation in research at WMU; and/or opportunities made or to be made available to me to make significant use of WMU funds or facilities; and/or
- (iii) opportunities to share in royalties and other inventors/author rights outlined in “Intellectual Property Policy On the Ownership and Commercial Development of Western Michigan University Discoveries and Intellectual Property, the Distribution of Royalties therefrom, and on the Retention of and Access to Data” effective March 1, 2007 (available from the Office of the Vice President for Research or online at <http://www.wmich.edu/research>),

I agree, effective on my first day of employment at WMU:

A. to disclose promptly and assign, and hereby assign, to WMU all rights, title, and interest in and to all discoveries, inventions, computer software, works of authorship resulting from a specific agreement between the University and myself, know-how, trade secrets, and all other intellectual property rights ("Intellectual Property") conceived, invented, authored, or reduced to practice by me, either solely or jointly with others which:

- (i) are developed in the course of or pursuant to a sponsored research or other agreement in which I am a participant; or
- (ii) result from the use of WMU funds or facilities;

except as expressly provided for otherwise in WMU’s Intellectual Property Policy, and/or the collective bargaining agreement with WMU and the union that represents me, if any; and

B. to execute all necessary papers and otherwise provide proper assistance, at WMU's expense, during and subsequent to the period of my WMU affiliation, to enable WMU to obtain, maintain, or enforce for itself or its nominees, patents, copyrights and/or other legal protection for such Intellectual Property; and

C. to prepare and maintain for WMU adequate and current written records of all such WMU Intellectual Property; and

D. to deliver promptly to WMU when I leave WMU for whatever reason, and at any other time as WMU may request, copies of all written records referred to in Paragraph C. above as well as all related memoranda, notes, records, schedules, plans, or other documents, made by, compiled by, delivered to, or manufactured, used, developed, or investigated by WMU, which will at all times be the property of WMU; and

E. not to disclose to WMU or use in my work at WMU (unless otherwise agreed in writing with WMU):

- (i) any proprietary information of any of my prior employers or of any third party, such information to include, without limitation, any trade secrets or confidential information with respect to the business, work or investigations of such prior employer or other third party without their written consent; or
- (ii) any pre-existing Intellectual Property (Pre-Existing IP) of my own which is not included in Paragraph A above within the scope of this Agreement. This Pre-Existing IP must be listed in Appendix A below; and

F. I further understand that WMU may assign its rights in Intellectual Property to the Western Michigan University Research Foundation (WMURF) who may perform intellectual property management and commercialization activities on behalf of WMU.

This Agreement replaces all previous agreements relating in whole or in part to the same or similar matters, which I may have entered into with WMU. It may not be modified or terminated, in whole or in part, except in writing signed by an authorized representative of WMU. Discharge of my undertakings in this Agreement will be an obligation of my executors, administrators, or other legal representatives or assignees.

I represent that, except as identified in the attached Appendix A, I have no agreements with or obligations to others in conflict with the foregoing. I will not knowingly enter into any such agreement in the future without the express written permission of WMU, and will contact the head of my unit to determine from which WMU office I should seek permission.

Signature: _____ Date: _____
(To include first name in full):

Printed Name: _____

Printed Name: _____

**WESTERN MICHIGN UNIVERSITY
INVENTIONS, PROPRIETARY INFORMATION, AND OTHER INTELLECTUAL PROPERTY
AGREEMENT – Appendix A**

Except as specified otherwise above or unless excluded under WMU’s Intellectual Property Policy, List all intellectual property and Pre-Existing IP, for which you believe you have or may have an ownership interest or other proprietary right(s), such as a patent, license, trademark, or copyright interest. (Attach additional pages as needed).

List any other agreements or existing obligations to another employer/university/other entity or individual(s) that involve intellectual property that you believe may be beyond the scope of and/or are in conflict with this agreement. If there is some reason you feel you have legal restrictions against doing so, you must contact Clark Bennett at the number/email below to discuss. (Attach additional pages as needed).

For assistance in completing this Appendix, please contact Clark Bennett in the Office of the Vice President for Research, IP Management and Commercialization: 269-387-8218
dclark.bennett@wmich.edu