

University of Vermont (“UVM”)

Intellectual Property Assignment Agreement (“IPAA”)

In consideration of my participation in activities of the UVM that relate to the areas for which I am employed or during which I utilize UVM resources or, as a non-employee, e.g. student or visitor, in consideration of the opportunities to participate in UVM research or utilize UVM resources, I assign to UVM or its designee any and all Intellectual Property developed by me which is owned by UVM in accordance with the UVM Intellectual Property Policy (“the Policy”) in effect at the time of my disclosure of such Intellectual Property in accordance with this IPAA. As used herein, “Intellectual Property” has the same meanings as set forth in the Policy, as the Policy may be changed from time to time.

1. I agree to promptly disclose in writing all Intellectual Property required to be disclosed in accordance with the Policy.*
2. I assign all right, title and interest to any and all such Intellectual Property, or such portion thereof as required to UVM or its designee, and I agree to execute all necessary papers and cooperate fully, at the expense of UVM or its designee, to enable the UVM or its designee to secure full and proper protection for such Intellectual Property, both domestic and foreign.
3. I agree to prepare and maintain for UVM adequate and current written records of all such Intellectual Property and to deliver to UVM, upon request, such written records as maintained by me, which at all times shall be the property of UVM.
4. I agree that I am now under no obligation to any person or other organization or corporation with respect to any rights in Intellectual Property which are or could reasonably be construed to be in conflict with this Agreement, nor will I enter into an agreement which might create a conflict with this Agreement.
5. I agree and understand that this IPAA is part of the terms of my employment at UVM, or if a visitor, a condition of my visit to UVM or if a student, a condition of my participation in research or use of UVM resources as provided in the Policy; that it covers the entire term of my employment or visit or UVM-related activities; and that the obligations relating to my UVM activities as set forth in this Agreement shall continue after termination of my employment or visit.
6. I agree and understand that from time to time UVM’s Intellectual Property Policies and practices, including the royalty-income and equity sharing provisions of the Policy, may be subject to changes in accordance with the terms of the Policy, and I agree to keep informed of any such changes as are published by UVM.

This Agreement is entered into and effective as of the date of my employment and replaces all previous agreements and understandings relating to the same or similar matters which I may have entered into with UVM with respect to any and all disclosures of Intellectual Property made by me from and after this Agreement becomes effective. This Agreement does not replace or modify any previously executed patent assignment agreements or other agreements or documents executed during previous patent prosecution or licensing. It may not be modified or terminated, in whole or in part, except in writing and signed by an authorized representative of UVM. Discharge of my undertakings in accordance with this Agreement will be an obligation of my executors, administrators or other legal representatives or assignees.

Signed: _____ Date: _____

Print Full Name: _____

Position: _____

Departmental affiliation: _____

Witness signature: _____ Date: _____

Printed name: _____

* Disclosures of Intellectual Property shall be made using the Invention Disclosure Form (IDF). Forms are available from the Office of Technology Commercialization or for download from the [Policy](#).