

# National Aeronautics and Space Administration Agreement—Disposition of Rights in Patent and Copyright

I, \_\_\_\_\_, in consideration for the contribution of Federal Government resources (e.g., facilities, equipment, materials, funds, or information) associated with the Ames Research Center (ARC) SpaceShop and other benefits attributable to my status as a qualified user of the ARC SpaceShop, agree as follows:

## 1. Patent Rights

### A. Inventions

(a) As used in this Agreement—

*Invention* means any invention or discovery that is or may be patentable or otherwise protectable under title 35 U.S. Code.

*Made* means conceived or first reduced to practice.

*Subject invention* means any invention made as a consequence of, or direct relation to, use of ARC SpaceShop resources.

*ARC SpaceShop* means the Building 220, second floor, facility where the ARC workforce can meet and conduct hands-on innovative design, fabrication, evaluation and testing of ideas that are relevant to NASA and its mission.

(b) I may elect to retain the entire right, title, and interest throughout the world to each subject invention.

(c) I shall disclose each subject invention to the National Aeronautics and Space Administration (NASA) ARC Intellectual Property Counsel's designee. I will elect in writing whether or not to retain title to the subject invention by notifying the ARC Intellectual Property Counsel within ninety (90) days after disclosure.

(d) After election to retain title, I shall have one (1) year in which to file an initial U.S. or Patent Cooperation Treaty (PCT) patent application on the subject invention or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the U.S. after a publication, on sale, or public use.

I agree to include the following statement within the specification of any U.S. patent application and any patents issuing thereon covering the subject invention:

"This invention was made with United States government support, and the US government has a paid-up license in this invention and the right in limited circumstances to require the patent owner to license others on reasonable terms."

(e) If I fail to elect title to a subject invention or fail to file an initial patent application within the times and jurisdictions specified, I agree to assign title for the subject invention to NASA, upon its written request.

(f) I further agree to notify the ARC Intellectual Property Counsel of any decision not to continue prosecution of any application(s), to pay maintenance fees, or to defend in a re-examination or opposition

proceeding on a patent, in any country, not less than thirty (30) days before an applicable expiration period.

(g) I understand that if I agree to assign my undivided interest in a subject invention to NASA, I will share in any licensing royalties NASA may receive for the subject invention.

(h) 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 subject invention in which I retain title.

(i) Title to a subject invention may be subject to March-In-Rights by the Federal Government as stated in 35 US Code, Section 203.

## B. Joint Inventions

(a) I shall disclose any subject invention jointly made to the ARC Intellectual Property Counsel's designee. For example, a subject invention may be jointly made with (1) Federal Government Civil Service (CS) personnel on official duty; (2) Federal Government Contractor personnel on official duty; or (3) any other qualified user or participant of the ARC SpaceShop.

(b) I agree that the same requirements and rights found Section A above also apply to jointly made subject inventions with respect to my undivided interest in the jointly made subject invention. If joint inventors are limited to myself and Federal Government CS employees on official duty, my right to elect title to the subject invention shall apply to the entire subject invention in accordance with the requirements and rights defined in Section A of this Agreement.

(c) For subject inventions made jointly with Contractor personnel on official duty or other qualified uses of the ARC SpaceShop, a joint ownership situation may arise and I understand that I will have the same rights and obligations as set forth in 1.A (b)-(h) above with respect to my undivided interest in a subject invention. I agree to consult with my co-inventor(s) in determining how the above identified responsibilities (re: Section A) will be met.

## 2. Copyrights

(a) In the event that I assert copyright in original works of authorship for which copyright protection subsists, the Federal 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.

(b) If I decide *not* to assert copyright in a work in which the Federal Government expresses interest, I agree to assign my copyright to the government.

(c) Joint works shall be jointly owned by me (i.e., the qualified SpaceShop user) and any applicable co-authors. If a co-author is a Federal Government Civil Servant employee on official duty, the Federal Government will be a joint-owner of the joint work.

ARC SpaceShop User's Name (Print Name) \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_