

HARVARD UNIVERSITY
PARTICIPATION AGREEMENT

Introduction

The President and Fellows of Harvard College adopted, on March 17, 1986, an amended "Statement of Policy in Regard to Inventions, Patents and Copyrights." This Policy, as amended from time to time, applies to all members of the University, and in particular to anyone who participates in externally sponsored programs. Also, Federal policy requires the University to obtain written agreements from professional staff members of Federally sponsored programs regarding their obligations for reporting and assignment of inventions.

Agreement

1. In order that the University may carry out its obligations, and in consideration of my present or subsequent employment by the University or the availability to me of opportunities to perform sponsored research or use funds or facilities administered by the University, I hereby agree as follows:
2. I have read, and I understand and agree to be bound by the terms of the "Statement of Policy in Regard to Inventions, Patents and Copyrights," a copy of which is attached to this Agreement, as well as by the terms of any revisions or amendments adopted by my Faculty and/or the President and Fellows of Harvard College.
3. In particular, I agree to report promptly to the Office of Patents, Copyrights and Licensing any invention or discovery conceived or first reduced to practice as part of or related to my University activities, and to assign or confirm in writing to Harvard all rights to any such invention or discovery if that is required by Harvard's obligations to external sponsors of research or by Harvard policy.
4. I understand that Harvard sometimes accepts obligations under the terms of agreements which are binding on those participating in externally sponsored programs. Therefore, if I am associated with such a program, I understand that it is my responsibility to ascertain the terms of such agreements as they relate to me. I agree to do so and to abide by all applicable terms of such agreements.
5. I also understand that there may be instances where University policy or Harvard's obligations to external sponsors may preclude my being able to retain copyright and I agree in such cases to assign all rights to Harvard or its designee. I further understand that, in its agreements with external sponsors, Harvard seeks to retain maximum publication rights for its members and itself.
6. I will cooperate fully, at no expense to me, with the University or its designee in the evaluation and prosecution of patents, in the registration of copyrights and in the preparation and execution of all documents necessary or incidental thereto.
7. In addition, I understand and accept the provisions of the University's royalty income sharing policy dated August 1, 1979, revised in September 1984, and as amended from time to time.
8. I am now under no obligation to any person, organization or corporation with respect to any rights in inventions, discoveries or copyrightable materials which are, or could reasonably be construed to be, in conflict with this Agreement.
9. I recognize that this Agreement is part of the terms of my appointment at Harvard and that its obligations in regard to my activities while holding a Harvard appointment shall continue after termination of my Harvard appointment.
10. Finally, this agreement shall apply to all copyrightable materials created, and to all inventions made, conceived or first actually reduced to practice after the date this Agreement is signed, and shall be binding on myself, my estate, heirs and assigns.

Signed

Name

Date