

CARNEGIE INSTITUTION OF WASHINGTON

RESEARCHER AGREEMENT

Carnegie Institution of Washington

c/o _____
Department

Address of Department

Attention: _____
Director of Department

As a Researcher, as defined below, at, or on behalf of, the above Department of the Carnegie Institution of Washington (hereinafter "Institution"), I recognize that as a part of my duties, I may receive from other Institution Researchers or develop, on my own or with others, information which may provide the basis for obtaining patent protection that could be useful to the Institution. I also understand that premature publication of such information before steps have been taken towards obtaining patent protection or determining whether or not to seek patent protection, could jeopardize such protection that might otherwise be available. I further recognize that such information is the property of the Institution and I agree to take no action which will jeopardize patenting such information by Institution or the Institution's ownership thereof.

I understand the foregoing references to "information" extend only to prospectively patentable products, compositions, processes, apparatus and things disclosed to me and/or developed by me, as a result of my work as a Researcher for the Institution provided, however, that this does not include information (a) that was in the public domain or publicly known prior to the date of disclosure to me; (b) made available to me from another source independent of the Institution prior to the Institution's disclosure to me, or (c) becomes part of the public domain or becomes publicly known by other than my own unauthorized act.

I also recognize that, unless otherwise agreed to in writing, the entire right, title and interest in and to all such patentable inventions and/or other intellectual property resulting from my work as a Researcher for the Institution shall be owned by the Institution. I agree to make full disclosure of any such inventions and intellectual property to the Institution and I further agree to cooperate in all respects with the Institution in the completion, filing and prosecution of any and all patent applications as deemed necessary by the Institution, to protect all patentable inventions and to vest full and complete title to same in the Institution.

As a Researcher at or for the Institution, I expect to be performing work under grants awarded to the Institution or contracts entered into with the Institution by agencies of the United States Government. I understand that such grants and contracts normally include the Patent Rights Clause set forth in Attachment A to Circular No. A-124 of the

Office of Management and Budget (47 Fed. Reg. 7556, 7564-66, February 19, 1982), and that Paragraph c.(1) of the Patent Rights Clause requires the Institution to disclose to the granting or contracting Government agency any invention conceived or first actually reduced to practice in the performance of work under the grant or contract.

In order to enable the Institution to comply with the disclosure requirement of the Patent Rights Clause, as well as to exercise its rights with respect to inventions conceived or first actually reduced to practice in the performance of my work at and/or for the Institution in accordance with the Institution's Inventions and Patent Policy effective January 7, 1985, as amended May 4, 1995, I hereby agree that if I am the inventor or co-inventor of any such invention, I will promptly disclose the invention, in the attached format, to the Director of the Department, or to whomever the Director designates as the person responsible for patent matters at the Department. I also agree to execute all papers necessary for the filing of any patent application on any such invention and for the establishment of the rights, if any, of the United States Government as well as the rights of the Institution in the invention and any such patent application. I understand the importance of reporting any such invention in sufficient time to permit the filing of patent applications before they might be barred under U.S. or foreign patent statutes.

I also acknowledge that, as the Statement of Policy on Inventions and Patents provides, the above-mentioned procedures are to be followed for any invention conceived or first reduced to practice in the performance of work under a non-federal public agency or any private organization.

I understand that the term "Researcher" as used above means any staff member, associate, fellow, visiting investigator, student or other person engaged in the educational and research work of the Institution in a capacity other than clerical and non-technical. The term also extends to independent contractors who may be asked to do research work by or for Carnegie.

Date: _____

Researcher