

**Massachusetts Institute of Technology**  
**Inventions and Proprietary Information Agreement**

Legal Name (please print or type): FIRST: MIDDLE: LAST:

MIT ID No.:

Birth Month/Day: (The year of birth is not required)

Email address:

Department:

**\*All items above are required and must be completed in full before returning to the Technology Licensing Office**

This agreement is made in consideration of the following:

- my continuing or anticipated employment at the Massachusetts Institute of Technology (“MIT”); and/or
- my performance of research at MIT; and/or
- opportunities made or to be made available to me to use MIT’s funds, facilities or other resources.

In exchange for the consideration listed above:

- A. I will disclose promptly to and assign to, and I hereby assign to, MIT all rights to all inventions, copyrightable materials, computer software, semiconductor mask works, tangible research property, and trademarks (“Intellectual Property”) conceived, invented, reduced to practice, or authored 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 as defined in Part 2 of the Technology Policy Guide; or
  - (ii) result from the significant use of MIT administered funds or MIT facilities as defined in Paragraph 2.1.2. in the Technology Policy Guide; or
  - (iii) result from a work-for-hire funded by MIT as defined in Paragraph 2.1.3 of the Technology Policy Guide.
- B. I will execute all necessary papers and otherwise provide proper assistance, promptly upon MIT’s request and at MIT’s expense, during and subsequent to the period of my MIT affiliation, to enable MIT to obtain, maintain, or enforce for itself or its nominees, patents, copyrights or other legal protection for such Intellectual Property.
- C. I will prepare and maintain for MIT adequate and current written records of all such MIT Intellectual Property.
- D. I will deliver promptly to MIT when I leave MIT for whatever reason, and at any other time as MIT 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, *and tangible research property* made by, compiled by, delivered to, or manufactured, used, developed or investigated by MIT, which will at all times be the property of MIT.
- E. I will not disclose to MIT or use in my work at MIT (unless otherwise agreed in writing with MIT):
- (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; or
  - (ii) any ideas, writings, or Intellectual Property of my own which are not included in Paragraph A. above within the scope of this Agreement (please note that inventions previously conceived, even though a patent application has been filed or a patent issued, are subject to this Agreement if they are actually first reduced to practice under the circumstances included in Paragraph A. above).

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

**Furthermore, I represent that, except as identified on pages attached hereto: (i) I have not executed any agreements with or incurred any obligations to others in conflict with the foregoing; and (ii) I will not, while bound by this Agreement, enter into any other agreements, or otherwise incur any obligations, that conflict with the foregoing.**

\_\_\_\_\_  
Your Signature (**required**, include full first name)

\_\_\_\_\_  
Date (**required**)

Return to: MIT Technology Licensing Office, Room NE18-501, 255 Main Street, Cambridge, MA 02142, [tlo-ipia@mit.edu](mailto:tlo-ipia@mit.edu)  
For further information see MIT *Policies and Procedures* or the *Guide to the Ownership, Distribution and Commercial Development of MIT Technology*, <http://tlo.mit.edu/learn-about-intellectual-property/ip-policies> or contact TLO: (617) 253-6966.