

AGREEMENT CONCERNING INTELLECTUAL PROPERTY

In consideration of my employment or engagement by The Rockefeller University (the "*University*") or my use of the facilities, equipment or funds of or administered by the University, I make this agreement with the University:

1. I hereby agree:

- (a) to be bound by the University's Intellectual Property Policy, as it may be amended from time to time (the "*Policy*");
- (b) to make prompt and full written disclosures in accordance with the Policy, including disclosure of certain Inventions and/or Commercial Works (as those terms are defined in the Policy) and of existing and proposed agreements that I may have with an entity that is or becomes involved with the University in a license transaction concerning my Inventions or Commercial Works;
- (c) to assign and do hereby assign to the University all of my right, title and interest in, to and under the Inventions and/or Commercial Works of which I am an Inventor or Author; and
- (d) that all right, title and interest in and to the Inventions and/or Commercial Works discovered or created by me are the property of the University under the terms of the Policy.

2. At the request of the University at any time and in accordance with the Policy, I will execute, without charge, all documents relating to the Inventions and/or Commercial Works, including those reflecting the assignment herein and assist the University in applying for, obtaining, maintaining and enforcing associated patent and copyright applications, patents and copyrights anywhere in the world.

3. At the request of the University, I agree to assist the University, without charge (except for reasonable compensation for extraordinary work, if I am no longer employed or engaged by the University) in the following:

- (a) Preparation, filing, prosecution of applications and maintaining patents or copyrights anywhere relating to any Invention or Commercial Work;
- (b) Licensing or other transactions relating to any Invention or Commercial Work; and
- (c) Any litigation, other proceedings (in courts, patent offices, copyright offices or elsewhere), or any dispute resolution process, including mediation, arbitration or negotiation, relating to any Invention or Commercial Work.

4. This Agreement will inure to the benefit of the University and its nominees and their respective legal representatives, successors and assigns. This Agreement will be binding now and in the future on me and my heirs, legal representatives, executors, administrators and assigns. Except with the prior, written consent of an authorized official of the University, no attempt by me to assign or transfer any rights in Inventions or Commercial Works will relieve me of any of my obligations under this Agreement or the Policy.

5. This Agreement, together with the Policy, supersedes any prior agreements or understandings I may have signed or to which I may be bound with respect to the subject matter of this Agreement. I represent and warrant that I have not entered into any agreement, understanding or obligation with any person, organization or corporation that is in conflict with my obligations under this Agreement or the Policy.

Signature: _____

Dated: _____, 20__

Printed Name: _____