

Waiver to Patent Agreement and Assignment

To be Completed by Graduate Students Seeking a Waiver to ECU's Patent Agreement and Assignment

- I am under an obligation to assign my intellectual property rights to my current employer, with such employer not being East Carolina University
- I have independently developed intellectual property rights that have not and will not utilize university time and resources

I am enrolled in a graduate degree program at East Carolina University ("University" or "ECU"). I am also an employee of a company ("Company") which as a requirement of employment, I have entered into an employment agreement that obligates me to disclose and assign all my inventions to Company. Consequently, signing the standard ECU Patent Agreement and Assignment which requires full disclosure and assignment of intellectual property rights to ECU, would create conflicting obligations with respect to any intellectual property that I may produce as a result of my graduate degree program. The purpose of this Waiver of the ECU Patent Agreement and Assignment is to define and agree to the management of intellectual property generated under this circumstance. Accordingly, I agree as follows:

I will receive no compensation of any kind from ECU and any research that I will be conducting to fulfill by graduate degree requirement will be conducted on the premises of the Company in my capacity as an employee of Company. I will not be allowed to participate in any research sponsored or funded by the federal government, state appropriations, or private industry (other than by Company). I understand that if I should become involved in any research program (other than my thesis or dissertation research) administered by ECU, I will be subject to ECU [Patent Procedures](#) with regard to such research and this waiver will not be applicable.

Any invention which arises from my graduate research must be disclosed to East Carolina University's Committee on Intellectual Property / Patents ("Committee"), which will be administered under the same conditions of confidentiality that pertain to all University inventions. The Committee will examine the invention and consider the totality of circumstances surrounding creation of the invention, including the nature and amount of ECU resources utilized, if any, the nature and amount of Company resources used, and the respective intellectual contributions of ECU faculty and Company personnel in determining an equitable resolution of ownership rights.

In order to satisfy the requirements for a graduate degree, I must meet conditions set by ECU for oversight of my research by an ECU thesis or dissertation committee. If it is necessary for me to disclose Company confidential proprietary information to my ECU advisor or thesis / dissertation committee, I understand that the information must be in writing and marked "Confidential" or, if disclosure is verbal, that it must be reduced to writing within thirty (30) days and clearly identified in writing as confidential. Such information will be treated as confidential by ECU to the extent permitted under the North Carolina Public Records Act, 15 N.C.G.S. 132-1.2 and the Trade Secrets Protection Act, 66

N.C.G.S. 152(3). Confidential information will not include information that now or later is (i) independently developed by ECU; (ii) obtained from third parties without restriction on disclosure; (iii) released without restriction by Company; or (iv) becomes publicly available through no fault of ECU.

Should my employment with Company terminate prior to the grant of a graduate degree, this patent waiver will terminate immediately and I will immediately abide by [ECU Patent Procedures](#), which may include assignment to ECU of my right, title, and interest in all inventions, and improvements that I conceive and/or reduce to practice as a result of my use of university facilities or funds administered by the University.

Acknowledgement

- I understand and agree to these terms
- I am unable to agree to these terms

By typing my name below, I hereby agree to abide by the Patent Procedures of East Carolina University and the Patent and Copyright Policies of the University of North Carolina.

Full Name:

Banner ID:

Please Select One:

- Master's
- Doctoral
- Student Worker

Select Your Program: