

Patent Agreement and Assignment

To be Completed by ALL ECU Graduate Students and All Student Employees

I have read and I understand the Patent Procedures of East Carolina University and the Patent and Copyright Policies of the University of North Carolina (the "Patent Procedures").

- [ECU Patent Policy](#) (Part VII of the ECU Faculty Manual)
- [UNC Patent & Copyright Policy](#) (Section 500.2 of the UNC Code)

I also understand that my compliance with the Patent Procedures is a condition of my enrollment and attendance and/or employment at East Carolina University. I, therefore, agree to abide by the Patent Procedures, including any amendments which may be adopted from time to time.

I acknowledge my duty to disclose promptly to the University Office of Technology Transfer a full and complete disclosure of all discoveries and inventions that, based on my knowledge or information supplied to me by others, I have reason to believe may be patentable. I understand that certainty about patentability is not required before a disclosure is made.

I will assign, and hereby do assign, to East Carolina University my right, title, and interest in all ideas, inventions, and improvements that I conceive and/or reduce to practice during the course of my enrollment and attendance and/or employment at East Carolina University and/or in connection with my use of university facilities or funds administered by the University.

In the event that the University determines, in its sole discretion, to pursue patent or other intellectual property protection, I agree to execute any declarations, assignments, or other documents necessary to comply with the terms of the Patent Procedures, and to cooperate in the preparation of patent applications and other documents necessary in prosecution of the patent. I also understand that the University's funding agreements with third parties, including the United States Government, impose certain obligations with respect to rights in inventions and, when requested to do so by the University, I will execute declarations, assignments or other documents necessary to comply with the terms of the funding agreements. Further, I hereby authorize the disclosure of this agreement to the United States Patent and Trademark Office, patent counsel, research sponsors, licensees, and any other individual or entity as is necessary to obtain intellectual property protection and/or to comply with the terms of funding and/or licensing agreements to which the University is a party.

I understand that, unless otherwise specifically agreed in writing, I am entitled to a percentage of royalties received by the University from the commercialization of my inventions, as set forth in the [License Income Distribution Policy](#) of East Carolina University, as may be amended from time to time.

I do not have any employment, consulting or other agreement with any third party which grants rights that are in conflict with this Agreement, and I agree that I will not knowingly enter into any such agreement.

I further understand that the terms of this agreement shall be binding upon the heirs,

administrators, executors and assigns of my estate.

Acknowledgement

I understand and agree to these terms

I am unable to agree to these terms

(submit without entering your name and an alternate agreement will be sent via email)

- 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

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.

If you are not able to agree to these terms, indicate above and submit without entering your name. An alternate agreement will be sent via email.

Full Name:

Banner ID:

B

Please Select One:

Select Your Program:

Master's

Doctoral

Student Worker