

APPENDIX I

Patent and Copyright Agreement for Auburn University Personnel

As required by the Bayh-Dole Act (1980), Auburn University (AU) requires the following agreement from its personnel defined by the agreement or the Auburn University Patent Policy.

I understand that, consistent with applicable laws and regulations, Auburn University is governed in the handling of intellectual property by its official policies titled Auburn University Patent Policy as well as the Copyright Policy, and I agree to abide by the terms and conditions of those policies, as they may be amended from time to time.

Pursuant to those policies, and in consideration of my employment by AU, the receipt of remuneration from AU, participation in projects administered by AU, access to or use of facilities provided by AU and/or other valuable consideration, I hereby agree as follows:

1. I will disclose to AU all potentially patentable inventions conceived or first reduced to practice in whole or in part in the course of my University responsibilities or with more than incidental use of University resources. I further agree to assign and do hereby assign to AU all my right, title and interest in such potentially patentable inventions and to execute and deliver all documents and do any and all things necessary and proper on my part to effect such assignment (See [Auburn University Patent Policy](#) for details related this paragraph).
2. I am free to place my inventions in the public domain as long as in so doing neither I nor AU violates the terms of any agreements that governed the work done.
3. AU policy states that all rights in copyright shall remain with the creator unless the work:
 - a. is a work-for-hire (and copyright therefore vests in the University under copyright law),
 - b. is supported by a direct allocation of funds through the University for the pursuit of a specific project,
 - c. is commissioned by the University,
 - d. makes significant use of University resources or personnel, or
 - e. is otherwise subject to contractual obligations.

I agree to assign and do hereby assign or confirm in writing to AU all my right, title and interest, including associated copyright, in and to copyrightable materials falling under a) through e), above.

4. I am now under no consulting or other obligations to any third person, organization or corporation in respect to rights in inventions or copyrightable materials which are, or could be reasonably construed to be, in conflict with this agreement.

NOTE: *An alternative to this agreement may be appropriate for personnel with a prior existing and conflicting employment agreement that establishes a right to intellectual property in conflict with [AU policies](#). Personnel in this situation must contact the [Office of the Vice President for Research and Economic Development](#).*

5. I will not enter into any agreement creating copyright or patent obligations in conflict with this agreement.

This agreement is effective on my date of hire, enrollment, or participation in projects administered by AU, and is binding on me, my estate, heirs and assigns.

[Printed Name]

[Job Title]

[Signature]

[Date]

Email a scanned copy of your completed Agreement **AND** mail the original signed hard-copy to:

[OFFICE OF Innovation Advancement and Commercialization](#)

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