

Marquette University
INTELLECTUAL PROPERTY ASSIGNMENT

I understand that, as a result of my use of Marquette University resources and facilities or as a result of activities related to my employment responsibilities, commercially valuable intellectual property rights in patents, inventions, copyrights, software, and trade secrets may arise. I further understand that Marquette University has and will continue to enter into contracts and grant agreements with government agencies, corporations, institutions of higher education, nonprofit organizations, and foundations for the performance of research, training and development activities, and that many of these agreements impose and set forth certain obligations and requirements with respect to intellectual property rights.

In consideration of the availability to me of my employment, support from University-administered funds, facilities, and personnel (including but not limited to the services of the Office of Research and Sponsored Programs and the resources of Marquette University's technology transfer programs), or opportunities to perform research at the University:

1. I acknowledge that I am subject to, and shall abide by, the requirements and terms of the Marquette University Intellectual Property Policy, as it now exists and may be amended from time to time, during the entire term of my employment with Marquette University. A copy of the current Policy is attached. All capitalized terms used in this Intellectual Property Assignment shall have the meaning set forth in the Marquette University Intellectual Property Policy, as it now exists and may be amended from time to time.
2. I hereby assign to Marquette University all right, title, and interest that I have or may have in the future in any and all Intellectual Property, Inventions, Software, Patents, Copyrights, Trademarks, Trade Secrets, and Tangible Research Property (as those terms are defined in the Marquette University Intellectual Property Policy) conceived, invented, authored, or reduced to practice by me related to my employment responsibilities or with support from University-administered funds, facilities, or personnel, irrespective of when created or first reduced to practice, whether before or after the date of this Intellectual Property Assignment. For elimination of all doubt, I acknowledge and agree that, to the extent that intellectual property rights related to or in any way necessary to the use, or to the right to use, intellectual property rights assigned by me to Marquette University in this section 2 may have been created or reduced to practice prior to the date of this Intellectual Property Assignment, I hereby assign all such rights that I may have in such intellectual property to Marquette University.
3. Conversely, I understand that, to the extent that the University Intellectual Property Policy, as it now exists or may be amended from time to time, waives or limits assignment, or otherwise does not require me to assign, such intellectual property rights to Marquette University, I shall retain such intellectual property rights.
4. In addition, to the extent that my job responsibilities require me to create teaching and classroom materials, such as class notes, syllabi, curriculum guides, or laboratory notebooks, I hereby grant to Marquette University a non-exclusive, Royalty-free, perpetual license to use, display, copy, distribute, and prepare derivative works for administrative use, as well as use in educational programs and courses provided directly by Marquette University to students, irrespective of when created, whether before or after the date of this Intellectual Property Assignment.
5. I shall disclose promptly in writing to the Director of Technology Transfer any such intellectual property rights assigned by me to Marquette University in section 2 above. I shall, as

Marquette University may direct, execute all additional assignments, papers, and documents as Marquette University or its designee may deem necessary or desirable in connection with intellectual property rights assigned to Marquette University or my duties and obligations under the Marquette University Intellectual Property Policy. I shall cooperate fully with Marquette University or its designee to enable Marquette University to obtain, maintain, license, exploit, or enforce for itself or its designee any and all patents, copyrights, or other legal protection for intellectual property rights assigned to Marquette University, provided that such cooperation shall be at no out-of-pocket cost to me.

6. I shall make and maintain for Marquette University adequate and current written records of all such intellectual property rights assigned to Marquette University and shall deliver to Marquette University, upon its request, copies of all written records memoranda, notes, records, schedules, plans or other documents, made by, compiled by, delivered to, or manufactured, used, developed or investigated by me in connection with intellectual property rights assigned to Marquette University.
7. I represent that I am now under no obligation to any person, organization or corporation with respect to any rights in such intellectual property rights assigned by me to Marquette University in section 2 above that are, or could reasonably be construed to be, in conflict with, my obligations under this Agreement. I agree that I will not enter into any other agreement that would create a conflict with my obligations under this Agreement.

This Agreement supersedes and replaces all previous agreements relating to these matters into which I may have entered with Marquette University. It may not be modified or terminated, in whole or in part, except in writing signed by an authorized representative of Marquette University. I agree that discharge of my undertakings in this Agreement will be an obligation of my executors, administrators or other legal representatives or assignees.