

Acknowledgment and Agreement Regarding Inventions and Creations

I acknowledge and agree that The University of Tennessee's (the "University's") Statement of Policy on Patents, Copyrights, and Other Intellectual Property (the "Board Policy"), is part of the conditions of my employment as an employee of the University, and I agree to comply with its provisions. I also acknowledge that the University is obligated to comply with research sponsor requirements, including the Bayh-Dole Act (35 U.S.C. §§ 200-212) and its implementing federal regulations (37 C.F.R. Part 401).

As used below, "Inventions and Creations" means (1) any and all inventions, creations, and other intellectual property in which the University has ownership rights under the terms of the Board Policy, and (2) any and all "subject inventions" as defined by the Bayh-Dole Act (35 U.S.C. § 202(e)) of the University under its federal awards.

I hereby agree to disclose promptly to the University in writing all Inventions and Creations in accordance with procedures established by the University.

I hereby assign and transfer, and agree to assign and transfer, to the University ownership, including all of my right, title, and interest, in and to all Inventions and Creations.

I hereby agree that I will not attempt to assign or otherwise transfer any right, title, or interest in any Inventions and Creations to any other person or entity without the written permission of the University.

I hereby agree to execute all appropriate documents and otherwise do all things necessary and proper to effectuate the intent of this Acknowledgement and Agreement, including providing assistance (without out-of-pocket expenses to me) for the University or its assignee (including the University of Tennessee Research Foundation ("UTRF")) to file, prosecute, defend and enforce patent applications and issued patents on any Inventions and to register, defend and enforce copyright on any Creations. If the University is unable to secure my signature as necessary to do these things (for example, if I cannot be located), I appoint the University or its assignee as my agent and attorney in fact to sign my name for those purposes.

In addition to the compensation I receive as an employee of the University, I am entitled to share in any income, under the terms of the applicable UTRF Revenue Sharing Policy, that may accrue as a result of the commercialization of any Invention or Creation covered by this Acknowledgement and Agreement.

Signature: _____ Date: _____

Printed Name: _____ Employee Number: _____