

**MONTCLAIR STATE UNIVERSITY (MSU)
INVENTION AND PATENT AGREEMENT**

I am an employee or student of Montclair State University, or otherwise associated with Montclair State University.

This agreement is made by me with Montclair State University (hereinafter referred to as "MSU") in consideration of my association with or employment by MSU, and of compensation to be paid to me during any period of my employment by or association with MSU, or my utilization of research facilities and services of MSU. I hereby convey, transfer and assign to MSU all of my rights, titles, and interests in ideas, inventions, discoveries, works of authorship and all other intellectual property, whether patentable or not, that I solely or jointly with others, conceived of, reduced to practice, authored or otherwise created during the term of my employment by, association with or utilization of research facilities and services of MSU.

I agree that every device, process, or project (hereinafter referred to as "invention") which I believe is or might be patentable and which I conceive or develop while associated with or employed by MSU, or during the course of my utilization of any research facilities or services of MSU, shall be examined by MSU to determine rights and equities therein in accordance with the Patent Policy of MSU and subsequent amendments thereto, if any. For each such invention I will make a timely presentation to any Committee of MSU of a written invention-disclosure report with complete information with respect to the invention. I am aware that valuable patent rights may be irrevocably lost if an invention is publicly disclosed in writing or orally before a patent application directed to the invention is filed.

In the event any such invention shall be deemed by MSU to be patentable, and MSU desires, pursuant to determination by MSU as to its rights and equities therein to seek patent protection thereon, I shall execute any documents and do all things necessary, at MSU expense, to assist MSU in securing patent protection thereon in the United States and foreign countries at no compensation.

By execution of this agreement, I agree to the distribution of net royalties and other payments to me and MSU in respect to any invention I make, in accordance with MSU's Patent Policy and any subsequent amendments thereto. MSU may relinquish to me all or part of its right to any such invention, if, in its judgment, it deems it desirable to do so.

I will do all things necessary to enable MSU to perform its obligations to grantors of funds for research or contracting agencies as said obligations have been undertaken by MSU.

I agree not to make any consulting or other agreement with a third party which is inconsistent with this agreement.

This agreement has been executed in duplicate by me and shall go into force when accepted on behalf of MSU.

This agreement supercedes all prior agreements with MSU.

by _____ by _____
Date Witness Date

(print name) (print name)

Accepted on behalf of MSU: by _____

(print name)

Please sign and return both copies of this agreement to Human Resources prior to the date you are scheduled to begin employment.