

PLEASE PRINT EMPLOYEE NAME:

\_\_\_\_\_  
Last,

\_\_\_\_\_  
First

**University Corporation for Atmospheric Research**  
**Intellectual Property Agreement**  
("Agreement")

1. **Introduction.** This Agreement, between the University Corporation for Atmospheric Research ("UCAR") and the undersigned employee ("Employee"), reflects and incorporates the UCAR Policies on Intellectual Property and Technology Transfer ( 3-2) and Publication and Information Dissemination (3-5) and related procedures, and any changes made thereto from time to time throughout the term of this Agreement (the "Policies"). This Agreement is also consistent with and satisfies the requirements of the UCAR Cooperative Agreement with the National Science Foundation.
2. **Purpose.** The purposes of the Policies are to: (a) encourage technology development and transfer, (b) foster the commercialization of resulting intellectual property by providing appropriate rewards to inventors and creators, (c) develop additional sources of revenue to support UCAR's mission, (d) meet contractual obligations, and (e) clarify interests and rights in intellectual property. Implementation of this Policy is not intended to interfere with the integrity and objectivity of UCAR's scientific and technological programs or the open exchange of scientific research results and data.
3. **Scope.** This Agreement applies to all employees, whether employed full or part-time by UCAR or any of its subsidiary or affiliate entities (collectively "UCAR"). The undersigned Employee has been provided and has read the UCAR Policies and agrees, as a condition of employment, appointment or association with UCAR, to abide by the terms of the Policies and this Agreement as they may be amended from time to time.
4. **Obligations.** The Employee hereby agrees that UCAR will hold all rights, interests and title in and to any Intellectual Property (as defined in Policy 3-2) that is conceived or reduced to practice within the scope of Employee's employment; or developed with the use of UCAR resources, facilities, materials, equipment, technology or time; or created under UCAR contractual obligations. Specifically, Employee hereby assigns to UCAR all rights which the Employee has or may acquire in Intellectual Property, including inventions, discoveries, or rights of patent therein which are conceived or first actually reduced-to-practice by Employee, and further agrees to:
  - a. Make full and prompt disclosure to UCAR of all Intellectual Property;
  - b. Execute all necessary papers and perform all acts necessary (including giving testimony in support of Employee's inventorship or creation of Intellectual Property) to enable UCAR, at its expense, during and subsequent to any period of Employee's affiliation with UCAR, to obtain, maintain or enforce patents, copyrights or other legal protection for such Intellectual Property;
  - c. Prepare and maintain adequate and current written records and documentation related to the Intellectual Property;
  - d. Ensure that the terms of any consulting agreements with third parties do not conflict with Employee's commitments to UCAR;
  - e. Not disclose or disseminate UCAR confidential information or any third party confidential information without authorization pursuant to a non-disclosure agreement or contract;

- f. Refrain from infringing or violating third party intellectual property rights and confidentiality obligations; and
  - g. Disclose any current or prior obligations, including confidentiality and intellectual property obligations that might conflict with the Employee's work for UCAR.
5. **Employee Rights.** Employee will hold rights, interests, copyrights and title in and to any scholarly works. Scholarly works (as more fully defined in UCAR Policy 3-2) include textbooks, refereed literature, papers, and journal articles. However, software, inventions and underlying ideas or concepts of a patentable or proprietary nature that are to be included in a scholarly work are not themselves scholarly works and should be disclosed to UCAR and protected, as appropriate, before publication of the scholarly work.
  6. **UCAR and Sponsor Rights.** Employee acknowledges and agrees that in the case of Scholarly Works, as defined and more fully described in Policies 3-2 and 3-5, UCAR and, as required, the Federal government or other UCAR sponsors, retain a nonexclusive, royalty-free right to use, in any manner, for their purposes, the Scholarly Works and UCAR Intellectual Property.
  7. **Income Sharing.** When UCAR derives royalty fees or other revenue ("Income") from technology transfer of UCAR Intellectual Property, UCAR will distribute the Income to UCAR and to the Employee in accordance with the Policy in effect at the time such Income is received.
  8. **Term and Survival.** The rights and obligations recited in this Agreement, and any changes thereto, will be effective during the term of employment or visit and, where applicable, will survive beyond the termination of employment, appointment or association with UCAR to ensure maintenance of the rights and interests of UCAR and the Employee.
  9. **Miscellaneous.** This Agreement contains the whole of the understanding between UCAR and the Employee and supersedes any previous oral or written agreement or understanding between the parties related to the subject matter of this Agreement. Any modification to this Agreement must be in writing and signed by both parties. The paragraphs in this Agreement will be separately construed and if any of the paragraphs are held unenforceable, the remaining paragraphs will not be affected. Failure to exercise any of the rights under this Agreement by either UCAR or the Employee does not constitute a waiver of such rights. Further, upon termination with UCAR, the Employee will surrender all confidential information and Intellectual Property, except as identified in Paragraph 5, in the Employee's possession.
  10. **Effective Date.** The provisions of this Agreement become effective as of the date of hire.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Division

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Employee No.



- C. Do you have any other obligations, commitments, rights or interests that might conflict with, or appear to conflict with, your work effort or activities at UCAR? For example, do you perform work for another company, or do you (or does a member of your immediate family) have a financial or other vested interest in a company ( e.g., own another company, sit on the board of directors of another company or perform consulting work for another company), which may impact or appear to impact your decision-making or work effort for and on behalf of UCAR?

**YES**\_\_\_ **NO**\_\_\_

If you answered, "yes," then, without revealing any proprietary or confidential information, briefly describe your commitments and identify the entity to whom you have such commitments:

---

---

---

I acknowledge that, to the best of my knowledge, I have identified any and all pre-employment obligations, commitments, conflicts or interests.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Employee's Printed Name and Division