EMPLOYMENT AGREEMENT CONCERNING
PATENTS AND COPYRIGHTS

PREAMBLE: UI uses the following form of employment agreement concerning patents and copyrights. This section was added to the Handbook in June of 1988 and revised in July of 1992. For further information, contact the Research Office (208-885-6651).

As a condition of my being afforded an opportunity to participate in the research activity of the University of Idaho, and in consideration of such opportunity, I hereby agree with The Regents of the University of Idaho, a constitutional corporation of the state of Idaho (hereinafter called the university), to the following:

a. All patentable inventions made by me in the course and scope of my employment and of my working on research programs or projects under contracts or agreements with the university shall belong to the university. I agree to promptly disclose to the university all patentable inventions and subject matter belonging to the university. Such disclosures will be made on a form available from the Technology Transfer Office or contain substantially the same information as required by that form. I agree to make application for patents thereon as directed by the university and shall assign such inventions, patent applications, and resulting patents as directed by the university.

b. Any such patentable subject matter and inventions made by me in the course of my employment by or for the university or with the use of facilities or equipment, other than library facilities and normal office use, owned by the university or made available to it for research purposes shall be deemed to have been made in the course and scope of my employment and research programs or projects under contracts or agreements with the university, or my working on a research program or project of the university.

c. I agree to obtain from all individuals, including students, wishing to participate in my university research programs, and who are not employees of the university, a signed copy of the "Memorandum of Understanding Regarding Research Participation and the University Patent Rights and Copyright" available from the Technology Transfer Office. I will provide the Technology Transfer Office with a copy of the signed MOU.

d. Such inventions shall not include those made wholly on my own time and without the use of such university facilities, nor shall it include inventions made in the course of private consulting services carried out by me in conformance with the existing consulting services policy of the university.

e. Distribution of any net proceeds from the management and licensing of any invention assigned to the university shall be in accord with the existing policy of the university.

f. I agree to the terms of the UI copyright policy as set forth in section 5300 of the Faculty-Staff Handbook.

g. I further agree, when required by terms of research grants by industrial or governmental sponsors, to accept terms for disposition of patent rights resulting from the sponsored research different from those set out above.

By: ________________________________

Date: ______________________________
MEMORANDUM OF UNDERSTANDING
REGARDING RESEARCH PARTICIPATION AND
UNIVERSITY PATENT RIGHTS AND COPYRIGHTS

This memorandum of understanding is entered into by ________________, a student/visitor at University of Idaho ("participant"), _____________________, a professor/researcher at University of Idaho ("faculty"), and the Regents of the University of Idaho ("university").

Whereas the participant is involved in research activities or enrolled in ____________________, which may involve working on research or design projects. These activities or projects may or may not result in the development of patentable subject matter and/or copyrightable work products in which the university and/or a sponsor may have a proprietary interest.

Therefore, it is important that the participant, faculty, and the university have a full understanding of the participant’s rights and obligations regarding these proprietary interests, copyright, and patent rights. This memorandum sets forth the understanding of the parties.

1. The participant acknowledges receipt of copies of the relevant patent/copyright policies of the Regents of the University of Idaho and the University of Idaho. The participant agrees to promptly disclose any discoveries he/she makes that may be patentable/copyrightable to the Technology Transfer Office.

2. The participant has the right to submit any thesis, dissertation, or other academic product based upon or resulting from his/her work as part of the fulfillment of the requirements for obtaining an undergraduate, master’s, or doctoral degree from the university or collaboration with the university.

3. In exchange for the opportunity to participate in these projects and the right to receive royalties, the participant agrees to assign his/her right, title, and interest in any research or other project outcome, including copyright or patent rights, derived from the participant’s work in these classes or research activities to the university. This assignment vests rights in the university as provided for in the university’s copyright and patent policies attached hereto and is subject to the participant’s right to share in royalties in the same manner as employees of the university.

Participant ____________________________________________  Date __________________

Supervising Faculty _____________________________________  Date __________________

Vice President for Research _______________________________  Date __________________