

Harvard University Participation Agreement

Introduction

On February 4, 2008, the President and Fellows of Harvard College ("Harvard" or the "University") approved the University's "Statement of Policy in Regard to Intellectual Property" (the "IP Policy"). The IP Policy applies to all full- and part-time faculty, staff and employees, students, postdoctoral fellows and non-employees who use University funds, facilities or other resources, or participate in University-administered research (each, a "covered person"). Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the IP Policy.

Agreement

In order that the University may meet its obligations to external providers of research support and implement the IP Policy, and in consideration of my present or future employment by the University or my opportunity to perform sponsored research or use funds, facilities or other resources provided by- or through the University, I hereby agree as follows:

1. I have read, and understand, the IP Policy. I agree to be bound by the terms of the IP Policy, as well as any amendments or supplements to it that may be adopted by Harvard or the faculty of any Harvard School whose funds, facilities or other resources I may use. I understand that the IP Policy is made available to the public through various offices of the University, e.g., the Office of Technology Development ("OTD"), and/or their respective web pages, and that any amendments will be published in similar fashion.
2. I agree to report promptly to OTD any Invention, Sponsored Computer Software and/or Unpatented Material (each, a "Development"; collectively, "Developments") that I am required by the IP Policy, or any associated procedure, to disclose to the University. I hereby assign to Harvard all my right, title and interest in all Developments that Harvard is entitled to own (whether solely or jointly with others) under the terms of the IP Policy, and all patent rights, copyrights and other intellectual property rights and moral rights in those Developments throughout the world. I agree to execute any other documents Harvard may reasonably request to vest or confirm ownership of those Developments and related rights in Harvard. Notwithstanding the foregoing, if Harvard has an agreement with a third party providing for different treatment of those Developments and related rights, the terms of that agreement will control. In the case of any Incidental Inventions or other Developments I am entitled to own, I hereby grant to Harvard any rights required to be granted to Harvard under the terms of the IP Policy, and agree to execute any other documents Harvard may reasonably request to effectuate or confirm those rights.
3. In many instances, I am entitled under the IP Policy to own the copyright in material I author, but I understand that the IP Policy, other University or Faculty policy, or Harvard's obligations to external sponsors may sometimes require that I assign or license the copyrights in such material to Harvard. I hereby assign or grant to Harvard those rights in my copyrightable material which I am so required to assign or grant, and agree to execute any other documents Harvard may reasonably request to effectuate or confirm those rights. If I am to perform research funded by the National Institutes of Health, I am also signing Harvard's Agreement Regarding NIH Public Access Policy, which is available on Harvard's

NIH Public Access Policy website or from administrators in Harvard's Office for Sponsored Programs. If I am a Faculty member of the Faculty of Arts and Sciences, I hereby confirm my grant to Harvard of a non-exclusive license with respect to my scholarly articles as set forth in the FAS policy dated February 12, 2008, which is available on the website of the Harvard University Library Office of Scholarly Communications. If I am a Faculty member of a Faculty of the University that has since adopted a policy similar to the FAS policy, I hereby confirm my grant to Harvard of a non-exclusive license with respect to my scholarly articles as set forth in that policy.

4. I understand that Harvard sometimes accepts obligations under agreements with third parties, and that individuals who participate in programs that are externally sponsored or that use information, materials or equipment provided to Harvard by third parties must comply with the terms of those agreements so that Harvard can meet its obligations. Therefore, if I am associated with such a program, I understand that it is my responsibility to ascertain the terms of those agreements as they relate to me. I agree to do so and to abide by all applicable terms of those agreements.
5. At Harvard's request, which request may be made at any time while I am at Harvard or in the future, I agree to deliver to Harvard or its designee (i) copies of all written, electronic or other records of my University research then in my possession or under my control, including those records that pertain to any Developments or copyrightable material that I am required to report, license or assign to Harvard, and (ii) samples of any composition of matter claimed in a patent application filed by Harvard or of any Unpatented Material.
6. I will cooperate fully, at no expense to me, with the University or its designee in the evaluation, preparation, filing, prosecution, defense and enforcement of patents, copyrights and other legal protections for my Developments and copyrightable materials in which Harvard has an ownership interest, and in the preparation and execution of all documents necessary or incidental thereto.
7. I agree that, upon leaving the University, I will not remove any tangible research material unless I have received from OTD the University's prior written agreement. I understand and accept that the University's agreement to permit me to remove certain materials may be contingent upon OTD having obtained the prior written consent of a third party, and that such consent may not be obtained in all such instances.
8. I understand and accept that income derived from the University's licensing of Developments and related intellectual property rights will be administered and distributed in accordance with the provisions of the IP Policy, as it may be amended from time to time.
9. I am now under no obligation to any person, organization or company with respect to any rights in inventions, discoveries, copyrightable materials or other developments, which obligation is, or could reasonably be construed to be, in conflict with this Agreement or with the IP Policy. I will not knowingly undertake any such obligation in the future.
10. I acknowledge that this Agreement is part of the terms of my appointment at Harvard, if I have such an appointment, or of the terms that govern my participation in University-related activities, and that the obligations of this Agreement that arise from or are related to my activities while holding a Harvard appointment or participating in any University-related activities will continue after termination of my Harvard appointment or my participation in University-related activities.
11. Finally, this Agreement shall apply to all Developments and copyrightable materials, whenever made, that are subject to the IP Policy and it shall be binding on me and my estate, heirs and assigns.

By signing in the space provided below, I hereby accept and agree to the terms and conditions of this Agreement:

Signature: _____

Name: _____

Date: _____