

PATENT AGREEMENT

Date:

THIS AGREEMENT is made by and between [**Name of Contractor**] and the employee whose signature appears below. In consideration of employment by [**Name of Contractor**], and assignment to the National Institutes of Health, (hereinafter called NIH), I agree:

- 1) That, as a condition of my assignment as an employee of [**Name of Contractor**] to work at the NIH, I will execute the agreement with NIH attached hereto or one which is substantially similar in which, among other things, I agree to be bound by all provisions of Executive Order 10096, as amended, 45 C.F.R. Part 7 and any orders, rules, regulations or the like issued thereunder, as if I were a Government employee who conceived an invention or first actually reduced it to practice while at the NIH.
- 2) That a material breach of the NIH agreement attached hereto is a material breach of this agreement.
- 3) That I may be dismissed by [**Name of Contractor**] or removed from my NIH assignment if I am found to have breached any part of the agreement with NIH attached hereto.
- 4) That my rights and obligations under this Agreement will survive the termination of any assignment with NIH and/or my employment with [**Name of Contractor**].
- 5) Other than the topics specifically addressed herein, this Agreement does not alter any other term or condition of my [**Name of Contractor**] employment and assignment to NIH. My assignment to NIH and my employment may be ended by [**Name of Contractor**] or me at any time, for any reason, and with or without notice.

Signature Date

Printed name

Position or Title

Contractor Employee Patent Agreement

I hereby agree, as a condition of my assignment as an employee of [**Name of Contractor**] to work at the NIH and in consideration of receiving NIH permission to do so, that I:

1. Will be bound by all provisions of Executive Order 10096, as amended, 45 C.F.R. Part 7 and any orders, rules, regulations or the like issued thereunder, as if I were a Government employee who conceived an invention or first actually reduced it to practice while at the NIH. I agree to disclose promptly to the appropriate NIH officials, all inventions which I may conceive or first actually reduce to practice during my assignment at the NIH, and to sign and execute all papers necessary for conveying to the Government the rights to which it is entitled by virtue of Executive Order 10096, as amended, and this agreement;
2. Will not, without prior written approval of NIH, publish or disclose in any manner confidential information pertaining to the affairs of NIH or resulting from services performed for NIH by [Name of Contractor] including, but not limited to, inventions, research data, developments, conclusions and information relating to NIH programs; and upon termination of the assignment, I will return to NIH all drawings, blueprints, records or other papers which embody confidential information;
3. Will assign the entire right, title and interest in and to the copyright in any work made during my assignment at NIH and any registrations and copyright applications relating thereto to the Government;
4. Will submit publications resulting from work at NIH to be cleared for conformance with NIH's publication policies;
5. Will, while on NIH premises, conform to all applicable administrative instructions and requirements of the Department of Health and Human Services and NIH, including all regulations and procedures concerning conduct, safety, patient care, and animal care.
6. That my rights and obligations under this Agreement will survive the termination of any assignment with NIH and/or my employment with [**Name of Contractor**].

Signature Date

Position or Title

June 1, 2004