

Acknowledgement – Patent Ownership

I, _____ (print name), hereby acknowledge that I have reviewed and understand WSU Policies and Procedures Manual Section 9.10, Kansas Board of Regents Policy ([Chapter 2.D.8](#)) and compliance requirements of the Code of Federal Regulations ([37 CFR 401.14](#)) Standard Patent Rights Clause. I do understand and agree, as follows:

A. Inventions.

1. During the course of my employment by Wichita State University, I may conceive, develop, or reduce to practice Inventions (any process, technique, machine, manufacture, design, or composition of matter, or any new and useful improvement thereof, or any variety of plant, whether or not patentable under the patent laws of the United States). I hereby agree that all Inventions that:

- a. are developed using equipment, supplies, facilities, time, personnel, or trade secrets of Wichita State University;
- b. result from work I perform for Wichita State University; and/or
- c. Otherwise relate to Wichita State University's actual or demonstrably anticipated research and/or development,

are the sole and exclusive property of Wichita State University, and I hereby agree to assign, and hereby do assign, all such Inventions to Wichita State University.

2. Furthermore, I agree to promptly disclose in writing to the Vice President for Research and Technology Transfer any invention or discovery made within the scope of my employment, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in subject inventions, in accordance with the provisions of 37 CFR 401.14(c)(2), which reads:

"The contractor will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of

disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor."

To the extent any of the foregoing rights, title, and interest cannot be assigned to Wichita State University, I hereby grant to Wichita State University an exclusive, royalty-free, transferable, irrevocable worldwide license (with rights to sublicense) to practice such non-assignable rights, title, and interest in said copyrights, trademarks, and/or inventions.

3. If I have made any inventions, developments, or trade secrets prior to employment with Wichita State University, which belong to me and which are not assigned to Wichita State University ("EMPLOYEE Prior Inventions"), I have listed and described all of them on the attached page (Exhibit A), including any pertinent documentation. Wichita State University makes no claim to any EMPLOYEE Prior Inventions. If no such list is attached, I agree that it is because no such EMPLOYEE Prior Inventions exist or because I have assigned such inventions to a prior employer or other entity.

4. I acknowledge and agrees that if I use any EMPLOYEE Prior Inventions in the scope of my employment with Wichita State University, or include them in a product or service of Wichita State University, I hereby grant to Wichita State University a perpetual, irrevocable, nonexclusive, world-wide, royalty-free license to use disclose, make, sell, copy, distribute, modify, and create works based on such EMPLOYEE Prior Inventions and to sublicense them to third parties with the same rights.

5. I hereby certify that no assignment, sale, agreement or encumbrance has been or will be made or entered into by me that would conflict with this Agreement.

6. In compliance with Kansas state law, I acknowledges that I have been notified in writing of the provisions of K.S.A. § 44-130. Specifically, I acknowledge and understand that because this Agreement contains a provision assigning my rights in any Invention to Wichita State University, Wichita State University is required to provide, at the time this Agreement is made, a written notification to me that this Agreement does not apply to an Invention for which no equipment, supplies, facility or trade secret information of Wichita State University was used and which was developed entirely on my own time, unless:

a. The Invention relates directly to the business of Wichita State University or to actual or demonstrably anticipated research or development of Wichita State University; or

b. The Invention results from any work performed by me for Wichita State University.

Also, even though I may meet the burden of proving the conditions specified in K.S.A. 44-130, I am still obligated to disclose, at the time of employment or thereafter, all Inventions being developed by me, for the purpose of determining Wichita State University and my rights in an Invention. See Exhibit A.

B. Miscellaneous Provisions.

1. This Agreement shall be governed by and construed under the laws of the State of Kansas, and any action or proceeding based upon this Agreement or arising out of its performance shall be brought in a Federal or State Court of competent jurisdiction in Kansas and in no other jurisdiction.

2. This Agreement shall remain effective and enforceable throughout my employment with Wichita State University, and shall survive termination of employment in accordance with the provisions herein.

3. It is acknowledged that this Agreement shall not be interpreted to prohibit or prevent me from using, in my future employment, the general knowledge, training and experience acquired while employed by Wichita State University so long as such use does not conflict with the actual provisions hereof.

4. Entire Agreement. This Agreement contains the entire agreement between the parties hereto regarding the subject matter hereof and supersedes all prior agreements concerning the subject matter covered by this Agreement.

5. Amendment and Waiver. No waiver or amendment of any provisions of this Agreement shall be effective unless and until it is reduced to writing, signed by all parties hereto. A waiver of any provision of this Agreement or of any breach hereof shall be a waiver of only said specific provision or breach and shall not be deemed a waiver of any other provision or subsequent breach hereof, unless specifically provided to the contrary.

6. Severability. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. In the event any provisions shall be held invalid, illegal or unenforceable, the parties shall use their best efforts to substitute a valid, legal and enforceable provision which, insofar as practical, implements the purposes of the prior provision.

Employee Signature _____ Date _____