TO: New UM Faculty Members
FROM: Dr. Scott L. Whittenburg, Vice President of Research and Creative Scholarship
DATE: January 15, 2014
RE: Intellectual Property Agreement

Welcome to the University of Montana! We hope you will find our campus a dynamic teaching and research environment. The Office of Research and Creative Scholarship is available to assist you in your research endeavors and we hope you will call upon us whenever you have questions or need assistance. You will also find links to many useful resources on our website (http://www.umt.edu/research/)

In accordance with the Montana University System Board of Regents Policy # 401.2: Inventions and Patents and the University Faculty Association Collective Bargaining Agreement §14.200 on Patent Policies, the Office of Research and Creative Scholarship and the Office of Technology Transfer manage the use of University research results for the public benefit. The Office of Technology Transfer provides patenting, licensing, and other commercialization support to faculty and researchers on UM’s campus. All faculty members must abide by the terms and conditions of the University’s official policies concerning intellectual property. One such element is the Intellectual Property Agreement included in this new faculty information packet.

Please complete and return the agreement to: Dr. Joe Fanguy, Director, Office of Technology Transfer, UH 116 as soon as possible.

Thank you.
Intellectual Property Agreement
for University of Montana Faculty

I understand that, consistent with applicable laws and regulations, University of Montana (UM or University) is governed in the handling of intellectual property by its official policies (Montana University System Board of Regents Policy # 401.2: Inventions and Patents and the University Faculty Association Collective Bargaining Agreement §14.200: Patent Policies) and I agree to abide by the terms and conditions of those policies and agreements, as they may be amended from time to time.

For the purpose of implementing Board of Regent policy and UFA CBA concerning intellectual property, and in consideration of my employment by UM, the receipt of remuneration from UM, participation in sponsored research projects administered by UM, access to or use of facilities or resources provided by UM for such research, and/or other valuable consideration, I hereby agree as follows:

1. I will disclose to UM all potentially patentable inventions conceived or first reduced to practice in whole or in part in the course of my University responsibilities or with more than incidental use of University resources in accordance with the above referenced policy and CBA. Further, I hereby assign to UM all my right, title and interest in such patentable inventions and agree to execute and deliver all documents and do any and all things necessary and proper on my part to effect such assignment.

2. I am free to place my inventions in the public domain as long as in so doing neither I nor UM violates the terms of any agreements that governed the work done.

3. I am now under no consulting or other obligations to any third person, organization or corporation in respect to rights in inventions which are, or could be reasonably construed to be, in conflict with this agreement. I will not enter into any agreement creating patent obligations in conflict with this agreement.

4. This agreement is effective on the date of signature below.

Signature: ________________________________

Printed Name: ________________________________

Date: ________________________________

UM ID: ________________________________

Please return the completed form to the Technology Transfer Office, 116 University Hall.

Please contact the Technology Transfer Office at 243-2148 or joe.fanguy@umontana with any questions.

Ver 1.0 12/16/2013