

**COLORADO SEMINARY,
which owns and operates
THE UNIVERSITY OF DENVER**

EMPLOYEE PATENT AGREEMENT

This Agreement entered into in Denver, Colorado, this _____ day of _____, 20____, by and between Colorado Seminary, which owns and operates The University of Denver (“University”), and _____ (“Employee”).

In consideration of the Employee’s appointment by the University and the salary, facilities, funds, equipment, or financial aid paid or furnished to Employee by the University to aid the Employee in the prosecution of his or her appointment, and further in consideration of the University’s promises contained in this Agreement, Employee agrees as follows:

1. The University’s Patent Policy and Intellectual Property Policy shall be deemed a part of this Agreement and all provisions of this Agreement are subject to the provisions of those policies.
2. The University shall own all rights in any discovery or invention resulting from research carried on by any faculty member, employee or student:
 - 2.1 in which all or part of the cost is paid from University funds, or from funds administered by the University; or
 - 2.2 which is made as a direct result of Employee’s University duties, or
 - 2.3 which has been developed in whole or in part through the utilization of University resources.
3. The Employee shall promptly disclose any such discovery or invention to the University Patent Rights Committee, on forms provided for such purpose and in such detail as may be required. The Patent Rights Committee shall make one of the following determinations regarding the discovery or invention:
 - 3.1 Release the discovery or invention to the discoverer or inventor in the event the discovery or invention does not meet any of the criteria set forth in this Agreement; or
 - 3.2 Assign the discovery or invention outright to the discoverer or inventor if determination is made that commercial exploitation by University is not warranted; or

- 3.3 Transfer responsibility for the discovery or invention to one or more patent management organizations with which the University has contracted for commercial development, or to the Division of Intellectual Property and Events for alternative action.
 - 3.4 Forward the discovery or invention to an outside sponsor if such action is required under the terms of a sponsored project agreement, or by law.
4. Employee shall formally assign any inventions and patent rights to the University, subject to the terms of this Agreement, when requested to do so by the University.
5. At the expense of the University or a sponsor, as the case may be, Employee shall assist in every possible way in either the preparation or modification (or both) of patent applications, and in any litigation which may result or which may become necessary to obtain, assert, or defend the validity of any such patent.
6. No faculty member, employee or student may assign, license or agree to assign or license an invention developed under the criteria listed in this Agreement without the prior written consent of the Office of Sponsored Programs.
7. When the University and an outside sponsor enter into an agreement for research or other scholarly endeavor to be conducted with funds or facilities provided by said sponsor, faculty members, employees, or students who utilize such funds or facilities shall comply with the conditions pertaining to inventions and patents contained in said agreement, and may be required to agree in writing that they will so comply.
8. In consideration of the Employee's agreement to abide by the above referenced policy, the University agrees to pay the Employee, his or her heirs or assigns, a share of the proceeds received by the University from the earnings or yield of any such invention or discovery, arising from any source, whether from license fees, royalties, or sales of the device, or any other source as set forth in the University's then current Patent Policy.
9. This Agreement shall be binding upon and inure to the benefit of the University, its successors and assigns, and the Employee and his or her heirs and personal representatives. The Employee, however, may not assign nor transfer to any other person any of the responsibilities or obligations under this Agreement undertaken by Employee, it being understood that insofar as the services to be performed by the Employee are considered, this Agreement is personal to the Employee.

10. A complete list is/is not (please circle one) attached to this Agreement listing all inventions patented or unpatented, the title of the invention, and the person/organization to which the rights are assigned by Employee that were made or conceived by the Employee prior to employment by the University, as well as those inventions which Employee believes were created entirely outside of the scope of employment with University. See Attachment A.
11. This Agreement applies to both U.S. and foreign patents and other intellectual property. If a dispute should arise between an inventor and the University with respect to the provisions of this Agreement, questions shall be referred for decision to the Intellectual Property Committee.
12. If this Agreement is executed in two counterparts, each counterpart shall be considered part of the original Agreement. This document constitutes the entire agreement and understanding between the parties, and may be amended only by written agreement executed by both parties, except as stated in paragraph 1.

EMPLOYEE

Date

**ATTACHMENT A
TO
EMPLOYEE PATENT AGREEMENT**