

BRANDEIS INTELLECTUAL PROPERTY POLICY

Proposed by the Brandeis Intellectual Property Policy Committee, June 2019

Approved by President Ronald D. Liebowitz, May 14, 2020

Article I. Statement of Objectives

Brandeis University (hereinafter "Brandeis University," "Brandeis" or "University") is dedicated to the creation and transmission of knowledge for the greater good, and so encourages its faculty, students, and staff to create, invent, and innovate. These activities may produce intellectual property that has commercial value. The purpose of this policy is to ensure that intellectual property produced at the University will be developed, as appropriate, for the benefit of its Creators, the University, and society at large.

The specific aims of this policy are:

- 1. To encourage the University community to create, innovate, and invent, and to help those activities benefit the public;
- 2. To protect academic freedom and the traditional rights of scholars with respect to owning the products of their intellectual endeavors;
- 3. To define various kinds of intellectual property and explain how they will be treated;
- 4. To provide that revenue resulting from intellectual property is allocated in a manner that reflects and fosters the above aims; and
- 5. To comply with federal regulations and laws, and with the requirements of external sponsors.

Article II: Definitions

"Case" means the record created through a disclosure that includes the creation of any Intellectual Property.

"Computer Software" means the source code and the object code, and related documentation, of computer programs and applications, and designs of computer circuitry and microprocessor chips.

"Copyrightable Works" include the following categories, in paper, electronic or other formats, viewed broadly: literary works; musical works including any accompanying words; dramatic works including any accompanying music; pantomimes and choreographic works; artistic,

pictorial, graphic and sculptural works; multimedia, motion pictures and other audiovisual works; sound recordings; photographs; architectural plans, drawings and actual buildings; works of authorship; teaching materials and class presentations; and books.

"Covered Person" is a person who must follow this policy, including all full- and part-time Faculty, Staff Members, Students, Postdoctoral Scholars, and non-employees who (i) use University Resources or (ii) participate in University-administered scholarship or research, regardless of whether compensated or not by the University, including visiting faculty, visiting students, visiting technical staff, contractors, consultants, interns, industrial personnel, and fellows, regardless of their obligations to other companies or institutions.

"Creator" means an individual who is responsible for, or who makes a significant intellectual contribution toward the conception, discovery, or reduction to practice of any IP.

"Faculty" means any individual holding a faculty appointment under the terms of the Faculty Handbook or a collective bargaining agreement.

"Intellectual Property" ("IP") includes, without limitation, all Inventions, Trademarks, Tangible Research Property, Computer Software and Copyrightable Works. IP may or may not be subject to patent, copyright, trademark or other protection under U.S. law.

"Inventor" shall mean the Creator of an Invention.

"Invention" shall include any IP that may be patentable. It has the meaning given to it under 35 United States Code §101.

"OTL" is the Office of Technology Licensing, which operates under the direction of the Provost and is the central administrative office at Brandeis that has been designated by the Provost to direct and manage IP matters on behalf of the University as outlined under this IP Policy, including, but not limited to, evaluation of new disclosures, management of written agreements related to commercial or research development, formal protection coverage and maintenance through US and foreign filings or registrations, licensing relationships, and compliance.

"Postdoctoral Scholar" means an individual holding a doctoral degree who is engaged in a temporary period of mentored research and/or scholarly training for the purpose of acquiring professional skills.

"Provost" means the Provost and Executive Vice President for Academic Affairs of Brandeis University, who has the authority to make all decisions on behalf of the University relating to IP, including the preparation and filing of domestic and foreign patent applications, licensing agreements, and all legal, academic or other matters related thereto. The Provost may delegate this authority or portions thereof. Only the Provost or his/her duly authorized designee may execute agreements, waivers, and all other documents on behalf of the University in connection with IP matters. "Scholarly Works" are Copyrightable Works that include, but are not limited to, course materials (in any form), dissertations, theses, academic papers, journal articles, books (including textbooks), films, musical compositions, and other literary and artistic works.

"Sponsored Agreement" is a contract between the University and an outside agency, firm, entity or other institution (including government, academic, non-profit or for-profit) under which support (financial or other) is provided to the University for the purpose of conducting research or other activities at Brandeis.

"Staff Member" means any employee of the University other than a Faculty Member. For purposes of this policy, a Staff Member includes without limitation a Student who is employed by the University with respect to the activities conducted by him or her in such capacity.

"Student" means (i) a matriculated University student, or (ii) a non-matriculated student participating in an exchange or internship program or taking Brandeis University courses pursuant to a non-degree or other special status at the University.

"Tangible Research Property" (TRP) are tangible (or corporeal) items produced in the course of research including, but not limited to, biological organisms, compositions of matter, Computer Software, databases, prototype devices, instruments, machines or devices, and other property that can be physically distributed. TRP is separate and distinct from intangible (or intellectual) property such as Inventions, Copyrightable Works and Trademarks defined herein. Individual items of TRP may be associated with one or more intangible properties such as copyright or patents, for example, compositions of matter that are patented.

"Trademark" means a symbol, word or words legally registered or established by use as representing the identity of the source of a good or service.

"University-Supported IP" means Intellectual property that falls within circumstances described in Article IV, Paragraph A.

"University Resources" means funds, space, personnel, or facilities used to support research and scholarship, including direct funding such as gifts, contracts, grants, and University-allocated funds; laboratory space or shared research facilities; and supervision or employment, including student employment, on any such University-funded scholarship or research project. Use of classroom resources, support for educational program activities (e.g., for class projects), and library resources shall not be deemed significant use of University Resources for the purposes of this Policy.

Article III. Applicability of the Intellectual Property Policy

This policy applies to all Covered Persons. It addresses Intellectual Property only, and other considerations and policies may apply to any work being performed by any Covered Person.

Article IV. Ownership of Intellectual Property

- A. <u>University-Supported IP</u>. The University has ownership rights and title to Intellectual Property ("IP") conceived, discovered, or reduced to practice by any Covered Person during the Creator's term of association with the University or within six (6) months after said association ends, under any of the following circumstances:
 - 1. The IP was developed in the course of, or resulting from, work supported, in whole or in part, by a Sponsored Agreement. IP shall be considered to have been created as part of an externally Sponsored Agreement if any of the following conditions apply:
 - a) The IP was created using equipment or research supplies that were purchased in whole or in part with funds provided under a Sponsored Agreement, or is dependent upon data that were generated using such equipment or research supplies.
 - b) The Creator of the IP participates in a Sponsored Agreement, and the subject matter of the IP falls within the stated scope of the sponsored activities (as defined by the proposal and the reports prepared by the Creator for the funding entity), and development of the IP occurred during the time period commencing with the start date of the Sponsored Agreement and ending within six months after the end date of the Sponsored Agreement.
 - 2. All rights in IP that result from activities related to a Covered Person's Brandeis University responsibilities shall be assigned to and owned by the University.
 - 3. A Covered Person was assigned, directed, or specifically funded by the University to develop the IP, and the Creator has agreed in writing that the IP is to be owned by the University. IP developed by a Covered Person as a University project funded by the University for its specific use would be owned by the University. Examples of IP that would come under this category include software written to perform a University function, or a video, musical composition, or written material created for Brandeis marketing or historical purposes.
 - 4. The IP was developed with the use of University Resources that substantially exceed or are qualitatively different from those that would normally be provided for the Creator's employment duties. Receipt of: (i) University start-up funds or (ii) support that is awarded to only a few but for which all are eligible to compete (e.g. Provost's Research Grants), would invoke this provision, unless otherwise specified in writing.

B. Application of Policy to Specific Circumstances

- 1. <u>Scholarly Works</u>. Brandeis does not claim ownership of those Copyrightable Works that are Scholarly Works, except as follows:
 - a) the Scholarly Work was funded, commissioned, or assigned by Brandeis under the specific condition that Brandeis would own the copyright;
 - b) the Scholarly Work was created under a Sponsored Agreement with terms inconsistent

with this provision.

Where Scholarly Works are incorporated into educational resources designed for pedagogical use at the University, the University shall have a perpetual, non-exclusive, royalty-free license to use the Scholarly Works for such teaching and educational purposes.

- 2. <u>Computer Software.</u> Computer Software shall be treated as Intellectual Property in accordance with Article IV A above. Any software or application that is patentable shall be treated as an Invention and be governed by the provisions of Article V (below).
- 3. <u>Outside Consulting, Visiting Scientist, and Other Agreements</u>. To avoid conflicts with third parties over intellectual property rights, and potential loss of individual and University rights to intellectual property, all Covered Persons are prohibited from signing agreements with third parties that are inconsistent with the provisions of this policy. For example, individuals may not assign to third parties ownership of Inventions, Tangible Research Materials, Computer Software or Copyrightable Works created with significant use of University Resources or under the terms of a Sponsored Agreement. Covered Persons should consult with OTL regarding any intellectual property questions with respect to such agreements.
- 4. <u>Students</u>. Brandeis generally does not claim ownership of tangible and intangible intellectual property created by Students in the course of their personal and educational pursuits while attending the University, provided, however, that Student Creators shall be required to disclose and assign to Brandeis any Intellectual Property discovered, conceived or reduced to practice with the significant use of University Resources, or under the terms of a Sponsored Agreement. For clarity and in agreement with Section IV A above, unless provided otherwise by prior mutual written agreement, Brandeis shall own any Intellectual Property discovered, conceived to practice under any of the following circumstances:
 - a) Brandeis assigned, directed, engaged or funded development of the IP and the Student Creator has agreed in writing that the IP is to be owned by the University;
 - b) IP is developed with the use of University Resources that substantially exceed or are qualitatively different from those that would normally be provided to other Students currently enrolled in similar programs at the University; or
 - c) IP results from the use of data, funds, materials, equipment, software, supplies or other resources covered by terms of a Sponsored Agreement.

Students will promptly disclose to OTL the existence of any University-Supported IP that they have created or contributed to, and such Intellectual Property shall be owned by Brandeis and treated in accordance with this Policy.

C. <u>Trademarks and Use of Brandeis Name</u>. Covered Persons may not use the Brandeis name or any Brandeis insignia in connection with any commercial product or enterprise, or to promote

any non-Brandeis activity or organization, except for the purpose of identification of named individuals by title and University affiliation, unless permission for such use is explicitly granted by the University. Such requests shall be directed to the Senior Vice President of Communications. The University shall own any registered trademarks related to its business or any the Intellectual Property for which it has an ownership right.

D. <u>Voluntary Assignment to the University</u>. With respect to any IP that does not fall under Paragraph A, the Creator may request that the University, through the OTL, accept transfer or assignment of the rights to the property for the purpose of assisting the Creator in the protection and/or commercial development of the IP asset. The OTL, in its sole discretion, may accept or decline such voluntary ownership assignment or transfer. Once such IP asset becomes owned by the University, it will thereafter be managed and administered in accordance with this Policy.

Article V: Disclosure, Legal Protection, and Licensing

The OTL will establish and maintain efficient processes for the administration and management of IP owned or controlled by the University, including patentability assessment; commercial opportunity assessment; patent, trademark and copyright application filings or registrations; patent portfolio prosecution and management; and licensing of Intellectual Property rights to third-party entities, including University spin-out companies.

- A. All Covered Persons must promptly disclose to OTL any discovery, Invention, possible Invention or potentially commercially useful Tangible Research Property with a reasonable level of detail to allow the OTL to determine patentability, assess commercial potential and meet compliance obligations under any Sponsored Agreement, as applicable. The OTL will decide in a timely manner whether to pursue patent protection for any Invention while taking into consideration a number of factors, such as the level of detail of the disclosure, novelty and non-obviousness over the prior art, commercial potential for revenue generation above and beyond costs for seeking patent protection, societal benefits of a proprietary position, status of the Invention's complete conception and reduction to practice, timing of anticipated public disclosures by Inventor(s), compliance with obligations required under a related Sponsored Agreement, and/or wishes of third party co-owners of the IP.
- B. If any Creator of University-supported IP seeks intellectual property protection or commercial development, or if s/he is subject to a disclosure required under a Sponsored Agreement, s/he must fully disclose the IP to the OTL as soon as possible.
- C. If IP is co-created, each Creator associated with the University shares the obligations of Article V, Paragraph A. All such Creators may discharge this obligation by means of submitting a single disclosure form that has been reviewed and signed by all Creators, using the University's IP Disclosure Form (IDF) template available from the OTL.
- D. Each recipient of support under a Sponsored Agreement or other contract which addresses the disclosure, sharing and ownership of Intellectual Property arising from a Covered Person's efforts is responsible for understanding and complying with his or her obligations under that

agreement. Most such agreements require that all IP arising from sponsored research activities must be fully disclosed and promptly reported to OTL and then to the sponsor before any public disclosure.

- E. Creators are urged to disclose any IP to the University before they release information regarding the IP to people who are not co-Creators. IP rights can be destroyed if an Invention is published or disclosed publicly before a patent application is filed, unless the disclosure is protected by a written confidentiality agreement.
- F. OTL, in its sole discretion, shall determine (i) the law firm and external legal counsel to use for seeking IP protection; (ii) timing and type of IP protection sought on behalf of the University after full disclosure has been received; and (iii) how long to continue prosecution for pending IP or maintenance of issued patents, Trademarks and Copyright.
- G. If an unpublished idea will be discussed with a commercial third party, a confidentiality agreement should be in place before the exchange of confidential information. OTL has forms for such agreements and will help to prepare them. If a Covered Person receives an agreement that discusses IP owned or controlled by the University from a third party, the agreement should be forwarded to the OTL for review and approval. If changes are necessary, the OTL will help in the language drafting, negotiation and execution processes for the revised agreement in compliance with University, government, academic and industry standard practices for similar types of relationships.

Article VI. Rights and Obligations of Creators and of the University

The OTL shall decide on the commercialization plans and disposition of IP owned or controlled by the University. However, the University, through the OTL shall solicit and consider the opinions and suggestions of the Creator while evaluating a disclosure, preparing a patent application, licensing IP, or taking other actions regarding the IP. The Creator must bring to the attention of the Director of OTL all relevant facts and developments regarding any Universitysupported IP, and must cooperate with and assist the University in all matters relating to such IP. The Creator shall formally assign to the University all domestic and foreign rights to any such IP when requested to do so on forms provided for such purpose by the OTL or its external legal counsel. A Creator's rights and obligations with respect to such IP shall survive so long as the University owns any property rights or retains obligations to third parties relating to such IP.

The Creator(s) must bring to the attention of the Director of OTL any contracts or agreements (including but not limited to consulting, material transfer, confidentiality, research, option or license agreements), any prior art or existing related technologies, issues regarding conflict of interest, science, or commitment, and any other issues or information related to University-supported IP.

Article VII: Brandeis University Intellectual Property Agreement

All Covered Persons are required to sign the Brandeis University Intellectual Property Agreement (**Appendix A**) (i) upon hire, (ii) upon being granted access to significant use of University

Resources, or (iii) upon participation in a Sponsored Program, as well as upon any material revision to this Intellectual Property Policy. Individuals employed at other institutions who are given faculty appointments at Brandeis University for the sole purpose of teaching and who are not conducting any research activities or developing any IP involving use of University Resources are not required to sign the Intellectual Property Agreement.

Article VIII: Waiver/Release of University Rights

- A. <u>IP Not Supported by the University</u>. If the University, through the OTL, determines that IP disclosed pursuant to Article V was not University-Supported IP as defined herein, it shall issue to the Creator, upon request, a written waiver disclaiming any rights the University might have to the IP as disclosed.
- B. <u>Ambiguous IP Ownership</u>. If a Creator believes that there is ambiguity as to whether particular IP is University-Supported IP, as defined herein, s/he is encouraged to submit to OTL a complete written disclosure of such IP, accompanied by a written request that the University waive any rights it may have to such IP as described in the written disclosure. A full and complete statement of facts and information that relate to the request, including any relevant information related to the circumstances of the creation and development of the IP, must accompany any such request. The OTL shall evaluate all such completed disclosure forms and formal requests for waiver with good faith and reasonable diligence. If it appears that a waiver of University through the OTL shall issue a written waiver disclaiming any rights the University might have to the IP as disclosed. Any written waiver of IP shall be issued by the Director of OTL but only after receiving the formal request to do so from all Creators involved with development of the IP and after receipt of approval to do so from academic department head(s) of the Creator(s). (See Article XIII for policy oversight and conflict resolution in the case of a dispute regarding IP ownership.)
- C. <u>University Supported</u>. If the University through the OTL, at its discretion, chooses not to seek or maintain appropriate IP protection or otherwise to pursue commercial development of University-Supported IP, the Creator(s) may request a release of such IP in writing to OTL. Such written request shall be signed by all Creator(s). Upon determining that releasing the IP to the Creator(s) would not violate the terms of a Sponsored Agreement and is in the best interests of Brandeis and the public, OTL may agree to a release and in such case will assign or release all interest which it holds or has the right to hold in the IP to the Creator(s) in equal shares, or such other shares as the Creators may all agree. Thereafter the released Supported IP may not be developed with or use University Resources. Release of Supported IP may be conditioned upon, among other things, agreement by the Creator(s) to the following:
 - 1. Receipt of a statement from all Creators that no University Resources will be used thereafter for any further development of the IP.
 - 2. OTL shall have the option to request the Creator(s) to reimburse the University for any or all costs incurred by the University for IP protection up until the date of complete transfer of ownership for the IP assets.

- 3. In addition, the OTL may request a percentage interest in any net income received by the Creator(s) from commercialization of the IP, after deduction of documented patent, research and product development costs, up to a 40% revenue share for the University. For any University-Supported IP where ownership is transferred to the Creator(s), the University shall retain a perpetual, non-exclusive, royalty-free right to make and use such IP for its teaching, research and educational purposes.
- 4. Upon request, to report to the University regarding efforts to develop the IP for public use and, at the University's request, to re-assign the IP which the Creator(s), their agents or designees are not developing for the benefit of the public.
- 5. To fulfill any obligations that may exist to sponsors of the research that led to the IP.
- 6. To grant back to Brandeis an irrevocable, perpetual, royalty-free, nonexclusive, worldwide right and license to use the IP for its research, education and clinical care purposes and a right to grant the same rights to other non-profit institutions.
- 7. To agree to such limitations on the University's liability and indemnity provisions as the University may request.
- 8. In the event that any written waiver of University rights is issued to any IP as described under Article VIII C and D above in this Article, the Creator(s) may thereafter only continue to develop such IP using University Resources after a clear written agreement has been executed between the Creator(s) and the University outlining the terms and conditions to do so.

Article IX: Income from IP

- A. The distribution of revenues derived from IP commercialization efforts related to each Case is calculated as follows:
 - 1. The University shall reimburse itself from the gross income from such IP for all out-ofpocket and contractual expenses related to the IP, including but not limited to legal and litigation expenses. If an intellectual property management firm is engaged to evaluate, file or market IP, all expenses and fees of said firm will be deducted prior to distribution of income to the University and Creators.
 - 2. Remaining and subsequent income shall be distributed by OTL as follows:
 - a) The Creator(s), or his/her legal heirs, shall collectively receive 40%. A Creator's right to this share continues if s/he departs the University.
 - b) The department(s) or program(s) with which the Creator(s) is associated shall receive 15%. These funds are in addition to the regular University budget for the department or program. At least one-half of these department/program funds shall be allocated for the direct support of the Creator's research, scholarly and creative activities, with the remainder used to foster research, scholarly and creative activities in the department or

program more generally. In the event of the departure of a Creator from the University, the portion otherwise allocated for direct support of the Creator's activities shall remain with the department or program.

- c) The University shall allocate 15% to a fund under the direction of the Provost for the promotion of research, scholarly and creative activities.
- d) The University shall retain 15% for use at its discretion.
- e) The University shall allocate 15% to the OTL discretionary fund.

Distributions shall be paid quarterly, and accompanied by reasonable accounting and explanation of how they were calculated.

- B. In the case of multiple Creators, Creators shall share equally in the income to which they are collectively entitled unless otherwise agreed by all of those Creators and specified in writing in the disclosure or alternate document agreed to by all Creators.
- C. If the University accepts assignment of non-University-supported IP pursuant to Article IV, Paragraph D, the University shall reimburse itself from the gross income from such IP for all out-of-pocket and contractual expenses related to the protection or commercial development of the IP, including but not limited to legal and litigation expenses. After reimbursement of such expenses, the University shall distribute income in accordance with the standard allocations as referenced in Article IX, Paragraph A above or in accordance with any agreement to assign such IP to Brandeis and signed by OTL.
- D. If a Covered Person requests University support to develop non-University owned IP, the University and the Creator(s) may agree that the income from any resulting IP shall be distributed in a manner different from that specified in Article IX, Paragraph A. Any such agreement as to an alternative sharing formula shall be agreed upon in writing between the authorized signatory of the University's supporting program and the Creator(s) at the time the support is initially provided with a copy of such agreement provided to the Director of OTL.
- E. If Brandeis acquires equity in a company in lieu of some or all the compensation received from commercialization of University-Supported IP, any Creator receiving an equity position in that company will not also share in monies received as a result of Brandeis's equity position. For all other remaining Creators, if any, Brandeis will distribute income received from liquidation or sale of such equity in accordance with the sharing formula for Creators under Article IX, Paragraph A.2(A) above. If there are no other Creators, the Creator's share attributable to the sale of equity will be distributed equally among the Creator's department, Provost, OTL and University.

Article X: Use of IP for University Research and Teaching

Brandeis shall have a perpetual, non-exclusive, worldwide right to use any University-Supported IP for any lawful purposes, and such use shall not generate any obligation for the University to

compensate the Creator(s) of the IP asset. With respect to non-University-Supported IP that has been used for teaching, research, or educational purposes at Brandeis, the Creator shall grant the University a perpetual, royalty-free license for use of the IP only for the University's teaching, research, educational, and promotional purposes, unless such grant is prohibited by contractual agreement between the Creator and a third party (e.g. a publisher).

Article XI: Special Considerations for Inventions discovered Under Federal Projects

Activity, including research, funded by the federal government carries with it legal requirements for disclosure of IP. The federal government retains certain intellectual property rights to inventions created or reduced to practice under federal grants. Under federal regulations (37 CFR 401, et seq.), the University must report all such inventions to the funding agency and elect to file for a patent within a reasonable period of time. If the University elects not to file for a patent it must so inform the agency, which then has the right to file. Inventors must report all inventions on an IP Disclosure Form, and provide a signed original form to OTL for submission to the sponsoring agency. 2. Inventors whose inventive work is conducted under federal funding, regardless of amount, should be aware that the federal government retains a perpetual, nonexclusive license to all research results.

Article XII: Execution

- A. This policy becomes effective upon its approval by the President of the University. It governs all IP created after its effective date. In the case of any ambiguity regarding the creation date of IP, it shall be deemed to have been created on the date that a disclosure was filed with OTL.
- B. If the provisions of this Policy are inconsistent with the requirements of a governing Sponsored Agreement or other contractual agreement entered into in accordance with the University's policies, then the governing contractual agreement shall prevail.

Article XIII. IP Policy Oversight

- A. An Intellectual Property Review Committee (the "Committee") shall be established to oversee the implementation of this policy. The Committee shall consist of:
 - Two faculty members appointed by the Provost (one of whom the Provost shall designate as Committee Chair);
 - The Executive Vice President and Chief Operating Officer (or designee); and
 - Two faculty members appointed by the Faculty Senate;
 - The Vice Provost for Research.

The Director of the OTL and the General Counsel shall serve as ex-officio members of the committee. The Provost may add non-voting members to the Committee to add expertise on a particular IP issue.

B. Any decision by the University regarding treatment of IP may be appealed by the Creator to the IP Committee. In addition, if the University and the Creator wish that particular IP should be handled in a way that deviates from the procedures and formulas stated herein, they may

request that the Committee approve such deviations. Such approval shall be based on the Committee's judgment that the proposed course of action is consistent with the objectives of this Intellectual PropertyPolicy.

C. The Committee shall submit each decision to the Provost, who may accept or reject it at his or her discretion. If the Committee's decision is reversed, the Provost shall provide the Committee with written reasons for the reversal.

Appendix A Intellectual Property Agreement

As a Covered Person as defined in the Brandeis Intellectual Property Policy, I hereby affirm that I have received and have read the Brandeis University Intellectual Property Policy, and agree to abide by the terms of that Policy as currently approved by the University.

In accordance with that policy, I agree to assign, and do hereby assign to the University all rights which I have or may acquire in any University-Supported Intellectual Property, as defined in the Policy. I further agree to assign and do hereby assign to Brandeis University all my right, title, and interest in such intellectual property that is subject to this Policy. I further agree to execute and deliver all documents and do any and all things necessary and proper on my part to effect such assignment.

In consideration of the provision to me by Brandeis University of support in the form of funds, space, personnel (including Student employees), facilities, or other assistance, I hereby accept, and will abide by, and fully comply with, the policy including any amendments or modifications of that policy that are approved by the University in the future, as determinative of my rights and obligations in relation to any discoveries, copyrightable works, works of authorship, or patentable inventions.

Furthermore, I affirm that I do not have any consulting or other agreements with any third person or organization which grants rights that are in conflict with this agreement, nor will I knowingly enter into any such agreements in the future during my term of employment or association with Brandeis University. I further affirm that I have disclosed, and will in the future continue to disclose, any such consulting or other agreements to the University as required by any relevant policy governing conflicts of interest or commitment.

Signature

Date

Name (please type or print)

Department

Institution/School