

**Ames Laboratory  
Iowa State University**

Intellectual Property Agreement

In recognition of the fact that Iowa State University ("ISU"), as operator of the Ames Laboratory ("AMES" or "LABORATORY"), is engaged in the performance of contract research with the United States Government and other sponsors; in order to facilitate the technology development programs of ISU; and as a condition of my employment or appointment within the LABORATORY; I agree:

1. To provide formal documentation or other such information concerning items of ISU/AMES Intellectual Property<sup>1</sup> in subject-matter areas which are funded through Ames Laboratory or are primarily related to my involvement with Ames Laboratory; to the Ames Laboratory Office of Sponsored Research Administration or the ISU Office of Intellectual Property and Technology Transfer;
2. To assign and hereby assign all my rights and title in such ISU/AMES Intellectual Property to ISU or to other recipients as specified in executed contracts or funding agreements.
3. That any claim for compensation for any such item of ISU/AMES Intellectual Property provided by the Atomic Energy Act of 1954, as amended, is hereby waived; I am, as a consequence of this agreement, however, free to participate in the Ames Laboratory's Inventor Incentive award program<sup>2</sup> and the ISU royalty sharing program<sup>3</sup>;
4. To assist, upon request, in obtaining patents or other instruments of protection for ISU/AMES Intellectual Property and to execute all documents as may be required in connection therewith;
5. To seek review and counsel from either the Ames Laboratory Office of Sponsored Research Administration or ISU's Office of Intellectual Property and Technology Transfer prior to entering into an individual consulting agreement(s) that includes intellectual property terms and conditions;
6. To treat proprietary data or other technical, business or financial data which I receive or to which I am given access pursuant to my association with AMES in accordance with any restrictive legend contained therein, unless use is specifically authorized in writing by the owner. The obligations with respect to such data shall continue after termination of my association; and
7. To not mark, register or otherwise assert any claim to copyright in any data (with the exception of thesis data) or computer software first produced during my association with AMES arising from or related to work of AMES without written authorization of the sponsor and AMES.
8. It is recognized that during the course of and subsequent to my association with the Ames Laboratory, I may desire to publish information regarding scientific or technical developments made in the course of that association. In order that public disclosure of such information will not adversely affect the patent and data interests of the sponsor or ISU and AMES, patent approval for release and publication shall be secured by the AMES Intellectual Property and Technical Information Coordinator through Patent Counsel prior to any such release or publication.

\_\_\_\_\_  
ISU ID

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

<sup>1</sup> "ISU/AMES intellectual property" is defined as discoveries, inventions, patent applications, patents, copyrights, software, technical know-how, etc. resulting from Ames Laboratory administered projects.

<sup>2</sup> Monetary awards for patent applications filed and patents issued based upon Ames Laboratory funded research.

<sup>3</sup> A share of net royalty income consistent with ISU policy and the Laboratory's Contract DE-AC02-07CH11358.



## **Inventions and Reporting Information**

1. Comply with all Ames Laboratory requirements with respect to maintaining adequate lab notebooks as a record of your scientific work and keep your supervisor informed regarding inventions, discoveries and any improvements thereof.
2. If you have conceived or developed an invention, report it in writing using the Intellectual Property Disclosure and Record (IPDR) form. This form can be found at [http://www.techtransfer.iastate.edu/en/for\\_iowa\\_state/intellectual\\_property\\_disclosures.cfm](http://www.techtransfer.iastate.edu/en/for_iowa_state/intellectual_property_disclosures.cfm).
3. Prompt reporting of inventions is important. This is especially so if you plan to disclose an invention in a report or paper since its publication may be delayed if the invention is not reported early enough to permit adequate processing in advance of publication. The Iowa State University Research Foundation's Office of Intellectual Property and Technology Transfer (OIPTT) generally requests 30 days to review an IPDR.
4. OIPTT will attempt to assess the patentability, as well as the importance to ISU and the Ames Laboratory of patenting your invention. If your invention is deemed patentable, OIPTT will decide whether to elect title and file United States and foreign patent applications. If ISU does not elect to retain title, then the DOE has the right to do so. A patent application will then be prepared by the entity retaining title and will be submitted to you for approval and for signing the formal papers, including an assignment either to ISU or the DOE. If an application is filed, you and each co-inventor will receive a monetary award through the Ames Laboratory's Inventor Incentive Program.
5. If ISU and the DOE do not wish to elect or maintain an invention, such may be released to the inventor(s) under certain conditions. This may not apply in certain situations, such as Work for Others Agreements and CRADAs.