

American University of Beirut

Inventions and Proprietary Information Agreement

Name (please print or type) _____

Status _____

In consideration of:

1. My present or future employment at the American University of Beirut ("AUB");
2. My participation in research at AUB;
3. Opportunities made or to be made available to me to make use of AUB funds or facilities;
4. Opportunities to share in royalties and other inventor's/author's rights outlined in the "Intellectual Property Policy" applicable on the date of this agreement dated _____ (the "policy"),

I agree:

1. To report and disclose promptly, and I hereby assign to AUB, all right, title, and interest to all inventions, discoveries, copyrights, copyrightable works, (including software, architectural or artistic designs, musical or dramatic works), mask works, trademarks, and trade secrets conceived, invented, authored, or reduced to practice by me, either solely, or jointly with others, which:
 - a. Were carried out having all or part of the costs paid from university funds or funds administered by the University; or
 - b. Are a direct result of my duties with the University; or
 - c. Result in whole or in part from the utilization of significant university resources, human or otherwise, and/or facilities; or
 - d. Are specifically commissioned by the University as a "work made for hire", are created pursuant to written agreement with the University, providing for the transfer of any creation or ownership to the University, or are or developed at the direction of the University; or
 - e. Are developed in the course of, or pursuant to, a sponsored research or similar agreement, including a government grant.
2. To execute all necessary papers and otherwise provide proper assistance, at AUB's expense, during and subsequent to my affiliation with AUB, to enable AUB or its nominees to obtain,

maintain, or enforce on behalf of itself or its nominees, patents, copyrights, or other legal protection for such creations; and

3. To prepare and maintain for AUB adequate and current written records of all such creations; and
4. To deliver promptly to AUB when I leave AUB, for whatever reason, and at any other time as AUB may request, copies of all written records referred to in paragraph 3 above, as well as all related memoranda, notes, records, schedules, plans, or other documents, made by, compiled by, delivered to, or manufactured, used, developed, or investigated by AUB or me, which will, at all times, be the property of AUB; and
5. Not to disclose to AUB or use in my work at AUB (unless otherwise agreed in writing with AUB) any proprietary information of any of my prior employers or of any third party. Such proprietary information includes, without limitation, any trade secrets or confidential information with respect to the business work or investigations of such prior employers or other third party.
6. This agreement and any dispute relating to it will be governed by the federal law of the United States of America and the law of the State of New York. Both parties irrevocably consent to jurisdiction in the courts in the State and County of New York.
7. This agreement replaces all previous agreements relating in whole or in part to the same or similar matters that I may have entered into with AUB. It may not be modified or terminated, in whole or in part, except in writing, signed by an authorized representative of AUB. Discharge of my undertakings in this agreement will be an obligation of my executors, administrators, or other legal representatives or assignees.
8. I represent that, except as identified on the reverse side hereof, I have no agreements with, or obligations to, others in conflict with the foregoing.

Signature (to include first name in full)

Witness

Date

Place