



Patent Agreement

I hereby accept the position of _____ at Lake Superior State University, hereinafter called the University.

I realize that it is or may be my duty or privilege to devote some of my time to research, and that the facilities and equipment of the University which I will be permitted to use and enjoy, may greatly aid me in prosecuting research and in conceiving or devising discoveries and patentable inventions.

In consideration of my employment by the University, and the salary to be paid me by said University, and for the purpose of definitely settling any question or possible controversy which may arise as to the ownership of any patent which may be granted to me hereafter, I hereby agree that, in the event I shall conceive, devise, or work out any discovery or invention in the course of my employment, through the use of the facilities and equipment of the University, the same shall, at the option of the University, be and become the property of the University under the following terms and conditions:

1. I will disclose any such discovery or invention freely and fully to the President or other proper official of the University.
2. Upon such disclosure, the University shall have the right and option to take over such discovery or invention or to decline to take over the same. This right and option shall terminate, however, if the University shall fail or neglect to give me notice in writing of its intention to take over such discovery or invention within a period of ninety (90) days after I have notified the University in writing of my desire that the University make its decision in the matter.
3. If the University shall exercise its option to take over such discovery or invention, I will at its request, but at the expense of the University, make proper application for United States and foreign patents of the same, and will assist in every way in preparing such application and in the proceedings toward obtaining such patents.
4. Upon request of the University, I will assign such application or any patent issued on the same to the Board of Trustees of the University, with full and complete rights, powers and privileges of ownership, IN TRUST, nevertheless, for the following purposes:
 - (a) The University shall have full power and authority to issue licenses under the same and to fix and collect royalties for the use of the same; to use the same for its own purposes, to sell or assign the same in whole or in part, and in general, to deal with the same at its own absolute discretion.
 - (b) The University shall pay to me, at least quarterly, fifteen percent of the net proceeds of the earnings or yield of such patent arising from any source other than the University, whether from license fees, royalties, or from sale. If such invention shall have been developed by me in collaboration with, or with the assistance of any other person or persons who have entered into agreements with the University similar to this, and are entitled to participate in the proceeds of such invention, the payments hereunder shall be made to me and such other persons in such proportionate shares as we may agree upon, it being understood and agreed that the aggregate of the payments to all persons shall not exceed fifteen percent of the net proceeds of any one invention.
 - (c) The University shall use the balance of such net proceeds after paying the fifteen percent hereinbefore mentioned for the furtherance of research at said University and for the payment of overhead and expenses connected with such research, including the cost of securing, protecting, disposing of, or dealing with any patent developed by such research or by any person who has entered into an agreement similar to this.
5. All notice to be given by me hereunder may be given to the President or to the Chair of the Board of Trustees.

Dated

Print Employee's Name

Employee's Signature

Witnesses:

Accepted: Lake Superior State University

By: _____
VPAA

To be signed by all professional, academic, and research employees.



Supplementary Research Agreement

For full-time and part-time academic and research employees of Lake Superior State University who have applied for, may apply for, or are engaged in research work wholly or partially funded by United States or other governmental or private agencies, or by industrial companies.

As an employee of Lake Superior State University who receives or may receive compensation derived from a contract with or grant to the University from an outside agency or company, I hereby agree to waive the terms of the standard LSSU employment Patent Agreement and substitute such terms as may be required of the University and its employees who are engaged in the contract or grant effort. Such waiver shall be effective only during such period of time as I shall be actively employed and compensated on projects which derive financial support from a contract or grant which conflicts with the standard LSSU employment Patent Agreement, plus whatever additional time may be stipulated in the terms of the contract or grant – but in no event more than six (6) months following the last date of my employment on such contract or grant work.

For whatever period may be required of the University and its employees who are engaged in a contract with or grant from an outside agency or company, I also hereby agree to hold in confidence any agency or company proprietary or confidential information which is expressly designated as such by the contracting party, and which information shall have been supplied to me and/or generated by me in the course of my efforts for which my compensation was derived, directly or indirectly, from the contract or grant source(s).

I understand that this Supplementary Research Agreement in no way reduces or diminishes the necessity of my prompt and full disclosure of any discovery or invention which I shall make in the course of my employment with the University, regardless of the source of funds for financial support.

Dated:

Witnesses:

Employee's Signature

Title of position

Accepted: Lake Superior State University

By: _____
VPAA