

Hackensack Meridian Health - IP Participation Agreement

This form is used to report an initial discovery or invention made by (i) any and all physicians, nursing staff, faculty, postdoctoral associates, graduate students, medical students, residents, technicians, visiting faculty, faculty on sabbatical, consultants, temporary workers, interns, independent contractors and employees, in each case, whether full-time or part-time and whether paid or unpaid, of HMM, and (ii) any other persons who are employed or appointed by, engaged at, participating in research or clinical work at, funded by or affiliated with HMM or are otherwise making use of any HMM Resources ("Inventors"). These Inventors are bound by the Hackensack Meridian Health Intellectual Property Policy.

This Participation Agreement (this "Agreement") confirms my agreement to be bound by the terms and conditions of the Hackensack Meridian Health Intellectual Property Policy, as such policy may be revised or amended in accordance with its terms (the "IP Policy"). Capitalized terms not defined herein will have the meanings ascribed to them in the IP Policy. As a condition of my initial and/or continued employment, appointment, engagement or work at, or affiliation with, HMM, or use of any HMM Resources, I hereby agree as follows:

1. I have read, and I understand and agree that I am bound by, all of the terms and conditions of the IP Policy, effective as of the later of (i) the first date of my employment, appointment, engagement or work at, or affiliation with, HMM, or use of any HMM Resources or (ii) the Effective Date under the IP Policy (the "Start Date").
2. I hereby assign and agree to assign to HMM all of my worldwide rights, title and interests in and to any Intellectual Property that I generate (i) within the scope of my employment, appointment, engagement or work at, or affiliation with, HMM, or (ii) outside the scope of my employment, appointment, engagement or work at, or affiliation with, HMM, but with more than incidental use of HMM Resources, in each case, other than any Scholarly Work.
3. I hereby grant to HMM a perpetual, non-exclusive, royalty-free, non-sub licensable right and license under any Scholarly Work and all Intellectual Property therein that I generate, to reproduce, prepare derivative works, distribute copies, perform, display and otherwise use such Scholarly Work for any purpose consistent with HMM's research, educational and patient care objectives.
4. I will be responsible for ensuring that there are no conflicts between the IP Policy and any agreement or other policy to which I am at any time subject, by disclosing any such agreement or policy to the Office of Commercialization and Technology for approval. If I fail to do so, depending on the specific facts and circumstances relating to the failure to disclose and the impact any such omission may have on HMM's rights to any Intellectual Property that I generate, I may forfeit my share of Net Revenues as permitted under the IP Policy, at HMM's sole discretion.
5. I will promptly (but not more than ninety (90) days after becoming aware of the existence or likely existence of any Intellectual Property that I generate that may be subject to the IP Policy) notify the Office of Commercialization and Technology of the existence or likely existence of such Intellectual Property through the use of a "Disclosure Form" in the form attached as Appendix C to the IP Policy or through the use of an electronic disclosure form specified by HMM in order for HMM, acting through the Office of Commercialization and Technology, to determine HMM's interest in such Intellectual Property in accordance with the IP Policy. I understand that, without limiting any of the foregoing, my disclosure obligations under this paragraph shall apply to any Intellectual Property that I generate that is made with any use of HMM Resources, even if I believe such use to be incidental.
6. I will not publicly disclose, discuss or publish any materials relating to any Subject IP unless and until I receive the written approval of the Office of Commercialization and Technology.
7. I will fully cooperate with HMM with respect to (1) the assignment to HMM and perfection of title with respect to Subject IP that I generate and (2) prosecuting, securing and maintaining patents, registered copyrights or other forms of protection for Subject IP that I generate, including executing all documents, taking all rightful oaths, making all rightful declarations and performing all other acts that may be necessary, desirable or useful for such purposes.
8. I will communicate to HMM or its representatives any facts or information that I know regarding Subject IP that I generate and, when requested by HMM and at the expense of HMM, shall testify in any legal proceedings and reasonably cooperate with HMM to allow HMM to obtain, protect and maintain its rights in such Subject IP.
9. If, following a decision by HMM in accordance with the IP Policy, the ownership of any patent rights that would otherwise constitute Subject IP reverts or is assigned to me, I hereby grant to HMM a perpetual, non-exclusive, royalty-free, sub licensable (solely to other non-profit or government entities) right and license under such patent rights to practice such patent rights for any purpose consistent with HMM's (or a sub licensee's) research, educational and patient care objectives, and upon HMM's request, I shall compensate HMM, in a mutually agreed upon manner (which may include paying to HMM royalties or other amounts based on the commercialization of such patent rights), for HMM's prosecution and maintenance of such patent rights prior to such reversion.
10. This Agreement is effective as of the Start Date and shall continue to be in effect for so long as my employment, appointment, engagement or work at, or affiliation with, HMM, or use of any HMM Resources, continues.

X

PLEASE TYPE YOUR NAME AND DATE _____

This will acknowledge your understanding and acceptance of this document

Persons under the age of 18 years old must have their Parent or Guardian complete the bottom section.

I, _____, parent/guardian
Please Print

agree to be bound by the terms and conditions of the Hackensack Meridian Health Intellectual Property Policy

Parent / Guardian Signature (required)

Date