



Patent and Technology Transfer Agreement

In consideration of my employment and/or continued employment by the Roswell Park Cancer Institute (RPCI) or the Roswell Park Cancer Institute Division of Health Research Inc. (HRI), and/or successor or subsidiary organizations in which RPCIC/HRI may participate as owners, participants or holders of equity interests, I, the undersigned, hereby agree as follows:

1. All inventions, discoveries, technologies and ideas and improvements thereto (hereafter referred to as inventions), whether patentable or not, relating to the activities and programs of RPCI/HRI and derived from my participation therein, which I in whole or in part, individually or with others, have conceived or made or may hereafter conceive or make during or as a consequence of my employment by RPCI/HRI or within one (1) year thereafter, together with all patent rights for said inventions, shall be the sole property of RPCI/HRI and I shall promptly disclose to RPCI/HRI the existence and nature of said inventions and hereby do assign to RPCI/HRI my entire right, title and interest in said inventions.
2. I will promptly, fully and without reservation execute, acknowledge and deliver to RPCI/HRI or to any patent management organization or other properly constituted authority designated by RPCI/HRI any instruments, including but not limited to patent applications and assignments of rights to patents, as may be necessary or required by RPCI/HRI to effectuate this agreement. I recognize RPCI's/HRI's complete and sole responsibility and authority to administer any invention or technology developed by me at its discretion.
3. I hereby acknowledge the receipt of a copy of the Patents and Inventions Policy 701.1 and Intellectual Property and Patent Rights Policy 705.1 and my reading thereof. I agree to conform with and adhere to both the letter and the spirit of such policy as the same may from time to time be amended.
4. I agree not to publish or disclose or authorize anyone else to publish or disclose any secret or confidential matter relating to any aspect of the business or activities of RPCI/HRI with which my service in any way acquaints me except as may be properly required in the conduct of the business of RPCI/HRI or as may be authorized by RPCI/HRI in writing.
5. I understand and agree that on behalf of RPCI/HRI, the President & CEO, as appropriate, acting by and through such officers or employees as they may from time to time designate, will determine matters of patent and technology transfer policy which will affect my participation in the benefits and proceeds of commercial exploitation of inventions covered by this agreement.
6. I will not advise, organize, invest in, acquire any interest in, take part in the management of, accept employment in, or enter into contractual relationship, as a consultant or otherwise, with any organization, business, corporation, partnership or enterprise engaged in or established for the purpose of commercially exploiting an invention without the specific approval in writing of the President & CEO, and I will promptly and fully disclose to the President & CEO or his designated representative(s) any offers of such interests, participations, employments or contractual relationships as soon as I become aware of them.
7. Upon termination of my employment for any reason, or at any time at RPCI's/HRI's request, I shall deliver to RPCI/HRI, all instruments, tools, devices, compositions of matter, micro-organisms, cells, parts and products thereof, cell lines and progeny and products thereof, made, obtained, used, developed, or isolated by me, alone or with others during the term of my employment, as well as keys, materials, documents, plans, records, notebooks, drawings or papers, and any copies thereof, in any way relating to the business or activities of RPCI/HRI which may be in my possession or under my control.
8. The only inventions which shall be excluded from the scope of this agreement shall be those, if any, whether patented or not, which I represent as having been conceived prior to and outside the scope of this agreement. I understand inventions that improve or enhance prior inventions while I am employed at RPCI/HRI are to be assigned to RPCI/HRI.

Signature

Date

Name (Print)