

HARVARD UNIVERSITY VISITOR PARTICIPATION AGREEMENT
*for visitors from U.S. non-profit and governmental institutions
OTHER THAN the Harvard-affiliated medical centers*

In consideration of my participation in research or other projects of President and Fellows of Harvard College ("Harvard" or the "University") and/or my use of funds, facilities or other resources provided by or through Harvard (collectively, "Harvard Activities"), I agree as follows:

1) With respect to my Harvard Activities, I acknowledge that I am bound by and will comply with Harvard's research policies (among them, the "Statement of Policy in Regard to Intellectual Property," or "IP Policy"), as they may be amended from time to time and made available by Harvard at <http://vpr.harvard.edu/pages/research-policies-guidance> or otherwise.

2) If any agreement between Harvard and a third party (*e.g.*, with respect to research funding or collaboration, or the use of materials, data, rights, equipment or the like) pertains to my Harvard Activities, I will abide that agreement, to the extent its terms apply and are made known to me.

3) I will report promptly to Harvard's Office of Technology Development ("OTD") any Invention, Sponsored Computer Software and/or Unpatented Material, as those capitalized terms are defined in the IP Policy, here referred to together as "Developments", that the IP Policy requires me to disclose to Harvard. I hereby assign and agree to assign jointly to Harvard and the U.S. non-profit or governmental institution by which I am primarily employed or with which I am primarily affiliated (my "Home Institution"), as named below, all my right, title and interest in all Developments that Harvard is entitled to own under the IP Policy, and all patent rights, copyrights and other intellectual property rights in those Developments throughout the world; provided, however, that:

- if I am paid by Harvard, I instead hereby make and agree to make such assignment solely to Harvard; and
- with respect to any such Development or any of the foregoing rights therein that I am not under any obligation to assign to my Home Institution, I instead hereby make and agree to make such assignment solely to Harvard, whether or not I am paid by Harvard.

Such assignment is not inconsistent with the terms of my continuing employment by or affiliation with my Home Institution or with any other agreement I have entered into or assignment I have executed. I hereby grant to Harvard any rights required to be granted to Harvard under the IP Policy with respect to Incidental Inventions (as defined in the IP Policy) or other Developments I am entitled to own.

4) If any agreement between Harvard and a third party requires that my copyrights in works of authorship (for example, research reports or articles) be assigned or licensed to Harvard or a third party, I hereby assign or license to Harvard the copyrights that are needed in order to fulfill the agreement.

5) I will not use any information defined as confidential or proprietary by my Home Institution in the course of my Harvard activities and I will not do consulting or any work for my Home Institution while at any facility owned or leased by Harvard.

6) I will cooperate with Harvard in such reasonable steps as may be needed to carry out its research policies and to confirm, establish or protect the rights of Harvard or its designees. This may include, for example, executing additional documents, assisting in the filing, prosecution or defense of patent applications, and letting Harvard see my research data or materials as needed to respond to inquiries or conduct internal and external oversight activities.

7) I will not in future make with any third party any agreement that conflicts or reasonably could be construed as conflicting with the terms of this Agreement.

8) The obligations of this Agreement relating to my Harvard Activities will continue after the end of those Activities. This Agreement is binding on me, my estate, heirs and assigns.

By signing in the space provided below, I hereby accept and agree to the terms and conditions of this Agreement:

Signature: _____

Name: _____

Home
Institution: _____

Date: _____