Invention Assignment to the University of Alaska Fairbanks

I, ________________________________ ("INVENTOR") own rights and interest in the invention, ________________________________ ("INVENTION") and/or all rights and interests in any useful improvements in the Invention. In recognition of the rights and obligation in this Assignment, INVENTOR hereby assigns any ownership interest to the UNIVERSITY OF ALASKA Fairbanks, a corporation created and existing under the Constitution and laws of the State of Alaska, with an official address of University of Alaska Fairbanks 505 South Chandalar Drive Fairbanks, AK 99775 ("UNIVERSITY") the entire Invention.

The provisions of this contract are subject to and limited by federal and state law, preexisting obligations to collaborators, or in related grants, contracts, or other agreements with organizations other than the University.

Assignment of Invention and Intellectual Property Rights. INVENTOR hereby assigns and transfers to UNIVERSITY the entire right, title and interest in the INVENTION throughout the world if INVENTOR has not already done so through other agreement with the University. An "invention" is anything that is patentable under U.S. federal patent laws. Examples of inventions may include a new, nonobvious, and useful: discovery, invention, process (including computer programs), machine, instructional material, composition of matter, article of manufacture, know-how, design, model, technological development, strain, variety, culture of any organism, or portion, modification, translation, improvement or extension of these items. Assignment to UNIVERSITY does not impact INVENTOR’s ability to practice invention within the UNIVERSITY and/or take steps necessary to further develop INVENTION for non-commercial use through employment with UNIVERSITY.

Further, INVENTOR assigns the rights in any Letters Patent which may issue, any subsequent application claiming priority to the INVENTION application, any reissue, reexamination, continuation-in-part, extension or continuation of the INVENTION application and all rights of priority arising from the INVENTION application, including any rights pursued under U.S. Copyright Law.

Inventor’s Duties. By this Assignment, INVENTOR binds all heirs, legal representatives, administrators and assigns, agrees to provide further information, materials, and documents that may be necessary to prosecute patent and/or copyright applications for the INVENTION and to execute any further documents that may be necessary to the application, sale, assignment, transfer and conveyance of the INVENTION and generally do everything possible to aid
UNIVERSITY, its legal representatives and assigns, to obtain and enforce proper protection for the INVENTION in all countries throughout the world.

**University’s Duties.** UNIVERSITY, in consideration for this Assignment, agrees to make reasonable efforts to try to commercialize the INVENTION. The UNIVERSITY shall conduct an investigation to assess the INVENTION and to determine the extent to which the University should be involved in its protection, development, and promotion.

The UNIVERSITY, at its sole option, may disclaim its interest or rights in the invention. If the UNIVERSITY disclaims its interest in the Invention, the University shall inform the INVENTOR as soon as possible. In the event that the UNIVERSITY disclaims ownership, ownership of the Invention shall revert to the INVENTOR(s), but the parties agree that the INVENTION shall be available royalty free for UNIVERSITY use.

If the UNIVERSITY does not disclaim its interest in the INVENTION, the UNIVERSITY will formulate a written plan for the protection, development and promotion, if appropriate, of the INVENTION as soon as possible. The UNIVERSITY, at its sole option, shall have the right to determine the extent of United States and foreign patent and/or copyright protection, prosecution, maintenance, enforcement and defense relating to the intellectual property. The UNIVERSITY is under no obligation to use other than reasonable efforts currently in practice in the evaluation, protection, marketing, or licensing of the intellectual property.

**Net Proceeds.** The UNIVERSITY agrees, for and in consideration of this Assignment, to manage the INVENTION and pay annually to the INVENTOR, the INVENTOR’S heirs, successors or assigns, a royalty share of the net proceeds received by the UNIVERSITY for each patent or other intellectual property assigned to the UNIVERSITY, as provided in University Regulation 10.07.050 or the applicable Collective Bargaining Agreement and as described below:

<table>
<thead>
<tr>
<th>Total Net Royalty Per Invention ($)</th>
<th>Inventor’s Share (%)</th>
<th>University Share (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>First $10,000</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>&gt;$10,000</td>
<td>50%</td>
<td>50%</td>
</tr>
</tbody>
</table>

The parties agree that "net proceeds" are the gross receipts derived from trademarks, copyrights, materials, inventions, discoveries and/or intellectual properties, including but not limited to, rents, royalties, dividends, earnings, gains and sale proceeds, less all costs, expenses and losses paid or incurred by the UNIVERSITY and the unit member in
connection therewith. Such costs include but are not limited to all direct costs and expenses, apportioned indirect costs and expenses, costs and expenses of obtaining, securing and protecting patents, copyrights and trademarks, marketing costs, and all attorney’s fees. Gross receipts do not include tuition and fees and research funding received by the University of Alaska Fairbanks.

INVENTOR agrees that if there is one inventor, he or she is entitled to the entire Inventor’s Share shown above, but if there is more than one, Inventors must determine and split the Inventor’s share amongst themselves, as agreed to in writing, without regard to claims on inventorship, or patentability of claims, or other intellectual property protection.

**Modifications, Waiver and Unenforceability.** The parties may modify this Assignment only in writing signed by the parties. The failure of either party to insist on strict performance of any provision of this Assignment shall not constitute a waiver by that party of any provision, right, power, breach or subsequent breach of the same or any other provision of the Assignment. If any provision of this Assignment or any application of a provision is determined to be invalid or unenforceable, the remainder of this Assignment and any other application of the provision shall not be affected.

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**Email Address**

**Mailing Address**

**Phone Number**

**Name of Direct Supervisor**

**Inventor’s Signature**

**Date**

Form Date: 5/9/2014  University of Alaska Fairbanks 3 of 2