

EMPLOYEE AGREEMENT TO DISCLOSE INVENTIONS

SOUTH DAKOTA SCHOOL OF MINES AND TECHNOLOGY

WHEREAS, I, the undersigned, expect, from time to time, to seek and expect to receive external support for my research activities, and/or expect to participate in research activities for which external support is being sought or has been received by fellow employees; and

WHEREAS, the South Dakota School of Mines and Technology (hereinafter referred to as SCHOOL) desires to and is required to execute, on behalf of its employees, contractual agreements for sponsorship of research; and

WHEREAS, SCHOOL thereby incurs the responsibility of obligations under the terms and conditions of the research award, as well as the terms and conditions of the Board of Regents Policy No. 4:34 Intellectual Property, and SCHOOL's policy on Inventions, Patents, and Intellectual Property, Policy, No. V-C-02; and

WHEREAS, the terms and conditions of research awards made to SCHOOL by federal agencies incorporate a patent rights clause (Code of Federal Regulations, Chapter 37, Part 401) which provides that SCHOOL require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to the patent administrator each invention made under such award;

THEREFORE, in recognition of these responsibilities accepted on my behalf by SCHOOL, I agree to abide by the terms and conditions of the award for the research in which I participate. When these terms and conditions require that SCHOOL submit publications, or the content of other types of public releases of information such as oral presentations, to the sponsor for review, I agree to provide a copy of the planned publication or presentation to SCHOOL's patent administrator in order that SCHOOL can obtain the required clearances and releases to make the information public.

I further agree to disclose promptly to SCHOOL's patent administrator, the nature and details of any inventions or discoveries resulting from sponsored research.

I further agree to be governed by the Board of Regent's Intellectual Property Policy and institutional policy on Inventions, Patents, and Intellectual Property and if applicable, any terms and conditions of the sponsor of the research in which I may participate with regard to publication of information and disposition of rights, title, and interest in any resulting inventions and will cooperate in the preparation of any materials necessary for a patent application.

(Name Typed or Printed)

(Signature)

(Date)