

VA-WOC APPOINTEE INTELLECTUAL PROPERTY AGREEMENT

This agreement is made between _____ and the Department of Veterans Affairs (VA) in consideration of my without compensation (WOC) appointment by the VA Medical Center at _____, (VAMC) and performing VA-Approved Research (as defined below) utilizing VA resources. This agreement is not intended to be executed by WOC appointees exclusively performing clinical services, attending services, or educational activities at the VAMC.

1. I hold a WOC appointment at the VAMC for the purpose of performing research projects, evaluated and approved by the VA Research and Development Committee (VA-Approved Research), at that VAMC.
2. By signing this agreement, I understand that, except as provided herein, I am adding no employment obligations to the VA beyond those created when I executed the WOC appointment.
3. I have read and understand the VHA Intellectual Property Handbook 1200.18 (Handbook) [available at www.va.gov/resdev], which provides guidance and instruction regarding invention disclosures, patenting and the transfer of new scientific discoveries.
4. Notwithstanding that I am an employee or appointee at _____, I will disclose to VA any invention that I make while acting within my VA-WOC appointment in the performance of VA-Approved Research utilizing VA resources at the VAMC or in VA-approved space.
5. I understand that the VA Office of General Counsel (OGC) will review the invention disclosure and will decide whether VA can and will assert an ownership interest. Every effort will be made to issue a decision within 40 days of receipt of a complete file. OGC will base its decision on whether VA has made a significant contribution to the invention, to include my use of VA facilities, VA equipment, VA materials, VA supplies, and VA personnel, as well as assessment of the potential of the invention.
6. If VA asserts an ownership interest based on my inventive contribution, then, subject to Paragraph 7 below, I agree to assign certain ownership rights I may have in such invention to the VA. I agree to cooperate with VA, when requested, in drafting the patent applications(s) for such invention and will thereafter sign any documents, recognizing VA's ownership, as required by the U.S. Patent and Trademark Office at the time the patent application is filed.
7. VA recognizes that I am employed or appointed at the entity named in paragraph 4 and have obligations to disclose and assign certain invention rights to it. If that entity asserts an ownership interest, VA will cooperate with it to manage the development of the invention as appropriate.
8. If a Cooperative Technology Administration Agreement (CTAA) exists between the VA and the mentioned entity in paragraph 4, this Agreement will be implemented in accordance with the provisions of that CTAA.

Date

Signature

Date ACOS for Research

Approved by VA-OGC September 4, 2001