

**OLD DOMINION UNIVERSITY /
OLD DOMINION UNIVERSITY RESEARCH FOUNDATION**

**AGREEMENT CONCERNING DEVELOPMENT OF TECHNOLOGY
AND DISTRIBUTION OF NET REVENUES**

ODU Tech. ID #	ODURF No:
Name of Technology:	
Reference: Old Dominion University Policy on Intellectual Property as revised	
<p>1. Old Dominion University and Old Dominion University Research Foundation (ODU/ODURF) and Inventors desire that the above Technology be licensed by ODU/ODURF to industry in order that the applications and uses of the Technology be made widely available for public use and benefit. Inventors therefore assign to ODU any right, title, and interest he or she may have in the Technology and any such rights in Technology to any other person or entity.</p>	
<p>2. ODU/ODURF shall take such actions as it believes appropriate to make the Technology available for public use and benefit, but shall not be liable for any failure to generate income thereby.</p>	
<p>3. Inventors agree to cooperate with ODU/ODURF to secure and protect ODU/ODURF's interest in Technology, including executing invention disclosure, patent application, and/or patent assignment and other documents, giving testimony, and providing pertinent information; providing such cooperation, such expenses shall be paid by ODU/ODURF.</p>	
<p>4. In consideration of the foregoing, "Net Revenues" will be distributed to Inventors/Researchers as follows:</p> <p style="padding-left: 40px;">Subject to restrictions arising from overriding obligations of ODU/ODURF pursuant to gifts, grants, contracts, or other agreements with outside organizations, ODU/ODURF agrees, following said assignment of inventions/patent rights, to pay annually to the named Inventors/Researchers, or to the Inventors/Researchers' heirs, successors, or assigns, 50% of the "Net Revenues" (as defined in the Policy on Intellectual Property in the Faculty Handbook) received by ODU/ODURF less such other costs, taxes, or reimbursements as may be necessary or required by law.</p>	
<p>5. ODU/ODURF each agrees to pay Inventors/Researchers their share, as calculated in Articles 4 and 6, of "Net Revenues". In the event of any litigation, actual or imminent, or any other action to protect patent rights, ODU/ODURF may withhold distribution and impound "Net Revenues" until resolution of the matter.</p>	
<p>6. When there are two or more Inventors, each Inventor shall share equally in the Inventors' share, unless all the Inventors have agreed in writing to a different distribution as presented here:</p>	

AGREED AND ACCEPTED: (sign below) ODU Tech ID# _____

Name of Technology _____

INVENTOR/RESEARCHER 1	INVENTOR/RESEARCHER 2	INVENTOR/RESEARCHER 3
1. Share in % = Name : _____ Signature: _____	2. Share in % = Name: _____ Signature: _____	3. Share in % = Name : _____ Signature: _____
Date:	Date:	Date:
SSN:	SSN:	SSN:
Address (Residence):	Address (Residence):	Address (Residence):
INVENTOR/RESEARCHER 4	INVENTOR/RESEARCHER 5	INVENTOR/RESEARCHER 6
4. Share in % = Name _____ Signature: _____	5. Share in % = Name _____ Signature: _____	6. Share in % = Name _____ Signature: _____
Date:	Date:	Date:
SSN:	SSN:	SSN:
Address (Residence):	Address (Residence):	Address (Residence):

REVIEWED BY:

Director of Intellectual Property:

Date: