

**EMPLOYEE AND STUDENT ASSIGNMENT OF OWNERSHIP
AND NON-DISCLOSURE AGREEMENT**

I, _____ (print name), in consideration of the opportunity to participate in a Utah State University (“USU”) research project and/or employment under the direction of _____ (principle investigator) (“Research Project”) and in consideration of any wages, financial support, training, and/or research experience associated with the Research Project, hereby understand and agree to the following:

1. That as a result of the Research Project, USU presently has developed or may develop intellectual property, which includes: data, formulae, computer software, specifications, processes, designs, inventions, creative works, patents, copyrights, trade secrets, know-how, and/or other technical or product information associated with the Research Project (“Intellectual Property”).
2. That by executing this document, I hereby assign to USU all of my right, title, and interest, if any, to the Intellectual Property, along with all improvements, additions, and/or modifications to the Intellectual Property. I also hereby agree to sign all lawful papers and to perform all other lawful acts that USU may request to make this Assignment fully effective, without further consideration or expense to USU.
3. That my rights, if any, to receive income from the sale or licensing of the Intellectual Property is subject to USU’s Intellectual Property and Creative Works Policy, No. 327, which is herein incorporated by reference in its entirety.
4. That in the process of the Research Project, I have already or may in the future come in contact with or generate certain proprietary and confidential information, which includes: data, formulae, computer software, specifications, processes, designs, inventions, creative works, patent applications, copyrights, trade secrets, know-how, and/or other technical or product information associated with the Research Project; anything marked as or later designated as “confidential” or “proprietary”; and anything that I reasonably should understand to be confidential or proprietary (“Proprietary and Confidential Information”). I understand and agree:
 - (1) that Proprietary and Confidential Information is owned and controlled by USU;
 - (2) not to publish or disclose any Proprietary and Confidential Information to third parties, except as otherwise authorized by USU in writing; and
 - (3) not to make any use of Proprietary and Confidential Information, except in the course of my participation in the Research Project, except as otherwise authorized by USU in writing.

I understand that I shall not be prevented from using or disclosing information that (a) I can demonstrate to USU's satisfaction was previously known to me; (b) is now, or becomes in the

future, public knowledge, other than through acts or omissions of my own; or (c) I lawfully obtain from sources independent of USU.

5. That any receipt by myself of any Proprietary and Confidential Information shall not constitute any type of grant or license to practice any aspect of the Intellectual Property held then or thereafter by USU.

6. That immediately upon termination of my participation in the Research Project, (a) I will return to USU all project notebooks, records, data, programs, memoranda, models, and equipment of any kind in my possession or under my control that pertains to the research; and (b) I will protect and not disclose to third parties or make unauthorized use of Proprietary and Confidential Information, unless otherwise authorized by USU in writing.

7. That this Agreement is to be governed by and construed according to the laws of the State of Utah.

Full Name: _____

Signature: _____

Date: _____

Citizenship: _____

Residence: _____

Post Office Address: _____

Witness and Principle Investigator:

Full Name: _____

Signature: _____

Date: _____