

EMPLOYEE AND STUDENT ASSIGNMENT OF OWNERSHIP AND NON-DISCLOSURE AGREEMENT

The undersigned employee or student, in consideration of the opportunity to receive wages or financial support and/or training from and/or to participate in research activities at Brigham Young University ("BYU"), hereby understands and agrees as follows:

1. That BYU presently has developed or may, as a result of research in which I wish to participate, develop intellectual property in the form of data, formulae, computer software specifications, processes, patents, copyrights, or other technical or product information.

2. That as a condition to my participation in the research activities of BYU, I will be required to relinquish and assign to BYU all of my rights and ownership interests, if any, to any and all intellectual property presently developed by BYU or to be developed in the research activities.

3. That by executing this document I hereby assign all of my rights and ownership interests of any kind or description to the intellectual property as described in this document and to all additions and/or modifications to this intellectual property to BYU. I also understand that my rights, if any, to receive income from the sale or licensing of this intellectual property by BYU is determined by the BYU Intellectual Property Policy, which is incorporated by reference into this Agreement.

4. That in the process of the research activities I may come in contact with or generate certain information, which may consist of data, formulae, computer software specifications, processes, patent applications, copyrights, and other technical or product information which is proprietary or confidential in nature. I understand and agree (1) such information is proprietary and owned by BYU; (2) not to publish or disclose any part of such information to others except as authorized in this Agreement; and (3) not to make any use of such information except in the course of my participation in BYU research activities. Further, I understand that anything marked as "confidential" or "proprietary," which is disclosed to me or later designated as "confidential" or "proprietary," or anything I reasonably should understand as being confidential or proprietary, shall not be disclosed by me to anyone other than to those designated in writing by BYU, and shall not be used by me directly or indirectly, for any use other than a use specifically authorized in writing by BYU. However, I understand that I shall not be prevented from using or disclosing information which:

- (a) I can demonstrate to BYU's satisfaction by written records 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 BYU.

5. That any receipt by myself of any BYU proprietary or confidential information, data or ideas shall not constitute any type of grant or license to practice any aspect of a trade secret or patent right held then or thereafter by BYU.

6. That I will protect and not disclose any BYU proprietary or confidential information, data and ideas, unless authorized by BYU corporate officers in writing, at any time after my association with BYU terminates.

7. That immediately upon termination of my participation in research activities with BYU, I will return to BYU all project notebooks, records, data, programs, memoranda, models and equipment of any nature in my possession or under my control pertaining to the research.

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

DATED this _____ day of _____, 20____.

Full Name: _____

Signature: _____

Citizenship: _____

Residence: _____

Post Office Address: _____

Witness:

Signature

Printed Name