

UNIVERSITY OF DAYTON

Dayton, Ohio

# Employment Agreement

In consideration of compensation paid to me by the University of Dayton, previously agreed upon, some or all of which may be for employment on projects funded by extramural organizations under contracts and grants, I agree:

1. I will observe and enforce the rules and regulations of the University of Dayton as promulgated by its proper administrative officers.
2. In case I wish to terminate my employment on a sponsored project or with the University of Dayton, under this agreement, I will give advance written notice of not less than two weeks of my intention or resign.
3. I will not engage in consulting work or other technical employment which would involve a conflict of interest or a violation of trust in respect to my work on a sponsored project of with the University of Dayton; and, if my appointment with the University is on a full-time basis, I will not engage in consulting work or other technical employment without the approval of a duly authorized administrative officer.
4. I will not incur obligations or expenses in connection with a sponsored project or with my work with the University of Dayton except through appropriately approved requisitions or authorizations.
5. Except with the approval of a duly authorized administrative official, I will not retain a copy of nor disclose any notes, data, or other information relating to my work on a sponsored project to any person or organization not connected with the project with the understanding, however, that consent to publish will be granted in all cases where the agreement of the University of Dayton with the sponsor of the project grants the University the right to publish. Also, I will hold as confidential and not reveal to anyone not connected with the sponsored project information concerning the business affairs and technical methods and processes of persons, firms, corporations, government departments or agencies related as sponsors to the project. This clause does not prohibit or otherwise restrict me from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
6. In accordance with the Patent and Copyright Policy of the University of Dayton, I will assign to the University of Dayton all my right, title, and interest in any and all discoveries, improvements, inventions, or copyrightable materials and all copyrights, patents, and copyright or patent applications relating thereto, both foreign and domestic, which I, alone or jointly with others, may conceive or produce during the period of my employment with the University pertaining to, or resulting from my employment with the University or my association therewith: from time to time during or after the period of my employment with the University, at the request of the University, to execute and deliver to the University any and all instruments of assignment or transfer which the University may reasonably request to vest in the University the rights herein conveyed; and to assist the University in every proper way in obtaining and enforcing copyrights or patents covering any of said discoveries, improvements, inventions, or copyrightable materials, and to that end to disclose all information and execute and deliver any and all instruments or documents to the University which the University may reasonably request, without cost to me, it being understood that the terms and provisions of this paragraph shall be binding on my executors administrators, and legal representatives, and shall inure to the benefit not only the University but also its successors.
7. In recognition of the fact that the performance of my duties on a project may involve the inclusion of my name, picture, portrait, likeness or voice in the data, reports, or other materials prepared or produced on a project, I agree to permit the University of Dayton and any persons, firms, corporations, government departments or agencies related as sponsors to a project to use, reproduce, publish, and distribute my name, picture, portrait, likeness or voice, or any if them, in any manner and for any purpose other than for public advertising, waiving all right of privacy I may have in connection therewith and agreeing that such use, reproduction, publication, or distribution will not be made the basis of any future claim against the University of Dayton or any persons, firms, corporations, or government departments or agencies related as sponsors to a project.

IN WITNESS WHEREOF: I have executed this agreement, in duplicate, as

Of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

WITNESS: \_\_\_\_\_ Signed \_\_\_\_\_