

SPONSORED RESEARCH EMPLOYEE REQUIREMENTS

All employees of the University of Dayton who participate sponsored research are required to express explicit agreement to the terms below.

Procurement Integrity

The University of Dayton is required to ensure that all employees are familiar with, and will comply with, the requirements of section (a) of the Office of Federal Procurement Policy Act (41 U.S.C. §423), which prohibits certain activities by universities and their personnel who have any role in the development and submission of proposals to federal agencies and/or negotiations of any contracts which follow. The language of that section is as follows:

Section (a) PROHIBITED CONDUCT BY COMPETING CONTRACTORS. During the conduct of any Federal agency procurement of property or services, no competing contractor or any officer, employee, representative, agent, or consultant of any competing contractor shall knowingly—

(1) make, directly or indirectly, any offer or promise of future employment or business opportunity to, or engage, directly or indirectly, in any discussion of future employment or business opportunity with, any procurement official of such agency, except as provided in subsection (c) of this section;

(2) offer, give, or promise to offer or give, directly or indirectly, any money, gratuity, or other thing of value to any procurement official of such agency; or

(3) solicit or obtain, directly or indirectly, from any officer or employee of such agency, prior to the award of a contract any proprietary or source selection information regarding such procurement.

By signing below, I certify that I am familiar with, and will comply with, the requirements of Section (a) of 41 U.S.C. §423 (Office of Federal Procurement Policy Act). I will report immediately to appropriate University officials any information concerning a violation or possible violation of this Act on any proposal to the Federal Government in which I participated personally and substantially. I also understand that this certification remains in effect for the full term of my employment at the University of Dayton.

Confidentiality Agreement

In consideration of my present or future employment by the University of Dayton and the compensation paid to me, I agree to the terms and conditions below:

I acknowledge that, as an employee of the University of Dayton, I will have access to confidential information belonging to University of Dayton or third parties to whom the University of Dayton has a duty of confidentiality. I agree that any improper taking, disclosure or use of this confidential information would cause University of Dayton substantial loss, damage and irreparable harm. I agree that I shall at all times continue to hold confidential all proprietary, privileged, private, or otherwise protected information (whether or not it is labeled or otherwise noted as such), including any tangible evidence, record or representation thereof, whether prepared, conceived or developed by an employee, student, or volunteer of the University of Dayton (including myself) or received by University of Dayton from a third party that is maintained in confidence by University of Dayton (collectively, the "Confidential Information").

During my employment relationship with University of Dayton, I shall continue to use and disclose Confidential Information only to the extent necessary to perform my duties as an employee of the University of Dayton and for the sole benefit of University of Dayton, and, in any event, shall not disclose any Confidential Information to any person or entity outside University of Dayton except as authorized pursuant to a written confidentiality agreement supplied by University of Dayton or with the prior written direction and permission of an authorized officer of University of Dayton. After the termination of my employment relationship with University of Dayton, I shall not disclose to any person or entity, or make use of, any Confidential Information without the prior written consent of an authorized officer of University of Dayton. This provision shall not apply to any Confidential Information that University of Dayton has voluntarily disclosed to the public or has otherwise legally entered the public domain.

I understand that University of Dayton has from time to time in its possession information that is claimed by others to be proprietary and that University of Dayton has agreed to keep confidential. I agree that all this information shall be Confidential Information for purposes of this Agreement.

I understand that nothing in this Agreement shall prohibit or otherwise restrict me from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative at a Federal department or agency authorized to receive such information.

Additionally, I agree that all originals and all copies of all files, memoranda, notes, programs, codes, and other materials and writings containing, representing, evidencing, recording, or constituting any Confidential Information, however and whenever produced (whether by myself or others), whether developed before or after the date of this Agreement, shall be the sole property of University of Dayton and shall be returned to University of Dayton upon the termination of my employment.

Intellectual Property Agreement

In consideration of:

- My present or future employment at the University of Dayton (UD);
- My participation in research at UD; and/or
- Opportunities to share in royalties and other inventor/author rights outlined in the Intellectual Property Policy and Procedures document, :
 - A. Assign to UD all rights to all inventions, copyrightable materials, computer software, semiconductor mask works, tangible research property, and trademarks (i.e. Intellectual Property) conceived, invented, authored, or reduced to practice by me, either solely or with others, which:
 - 1) Result from the significant use of UD funds or facilities as “significant use” is defined in Paragraph 3.3.1.1. in the Intellectual Property Policy and Procedures document,
 - 2) Result from a work-for-hire funded by UD as defined in Paragraph 3.3.1.2 of the Intellectual Property Policy and Procedures document, or
 - 3) Are developed in the course of or pursuant to a sponsored research or other agreement in which I am a participant, as defined in Paragraph 3.3.1.3 of the Intellectual Property Policy and Procedures document,
 - B. Agree to promptly disclose all inventions and copyrightable materials covered under Section A of this agreement and to execute all necessary papers and otherwise provide proper assistance, at UD’s expense, during and subsequent to the period of my UD affiliation, to enable UD to obtain, maintain, or endorse for itself or its nominees, patents, copyrights, or other legal protection for such Intellectual Property;
 - C. Agree to make and maintain for UD adequate and current written records of all such UD Intellectual Property;
 - D. Agree to deliver promptly to UD when I leave UD for whatever reason, and at any other time that UD may request, copies of all written records referred to in Paragraph C above, as well as all related memoranda, notes, records, schedules, plans, or other documents made by, compiled by, delivered to, or manufactured, used, developed, or investigated by UD which will at all times be the property of UD; and
 - E. Agree to not disclose to UD or use in my work at UD (unless otherwise agreed in writing with UD) any proprietary information of any of my prior employers or of any third party including, without limitation, any trade secrets or confidential information with respect to the business, work, or investigations of such prior employer of other third party,

This agreement replaces all previous agreements relating in whole or in part to the same or similar matters which I may have entered into with UD. It may not be modified or terminated, in whole or in part, except in writing signed by an authorized representative of UD. Discharge of my undertakings in this Agreement will be an obligation of my executors, administrators, or other legal representatives or assignees. I represent that I have no agreements with or obligations to others in conflict with the foregoing.

A detailed discussion of UD’s policy related to intellectual property is outlined in the Intellectual Property Policy and Procedures, available at <https://udayton.edu/policies/>.



Handbooks and Policies

The Office of Human Resources employee handbooks, University of Dayton policies as well as Research policies are found on the University of Dayton website and can be accessed by the following links respectively: https://udayton.edu/hr/employee_resources/handbooks.php; <https://udayton.edu/policies/>; <https://udayton.edu/policies/research/index.php>

I understand that the University and Research policies apply to me and I agree to follow them throughout my employment.

Printed Name

Signature

Date