

# Intellectual Property Rights Agreement

Name (print or type): \_\_\_\_\_

Social Security No: \_\_\_\_\_

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, I agree:
  - A. To disclose promptly and 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. 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. To make and maintain for UD adequate and current written records of all such UD Intellectual Property;
  - D. 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. Not to 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 or 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:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature (include first name in full)

\_\_\_\_\_  
Date

Note: A detailed discussion of UD's policy related to intellectual property is outlined in the Intellectual Property Policy and Procedures document references above. This document is available upon request from the Technology Partnership Office.