



UMBI
UNIVERSITY OF MARYLAND
BIOTECHNOLOGY INSTITUTE

Signatory _____
(Please print name)

UMBI Unit _____

Intellectual Property Assignment and Confidential Information Agreement

This Agreement is made by me and the University of Maryland Biotechnology Institute (hereinafter "UMBI"), in partial consideration for my part-time or full-time employment by UMBI, including any unpaid appointment as a UMBI faculty member, any wages, salary or other forms of compensation to be paid or rendered to me by UMBI during any period of such employment, and/or my utilization of UMBI information, facilities or other resources.

Pursuant to the University System of Maryland Policy on Patents (IV- 3.00) and Policy on Copyright (IV- 3.10) both approved by the Board of Regents on May 31, 1990, and the University System of Maryland Policy on Intellectual Property (IV - 3.20) effective July 1, 2002 and the UMBI policies on Patents (IV- 3.00(A)), Copyright (IV- 3.10(A)), and Intellectual Property (IV - 3.20(A)) (all available at <http://www.umbi.umd.edu/pandp/borsec4.html>), hereinafter "Policy", I understand and agree to the following:

1. UMBI, in addition to the other rights established in the Policy, owns all right, title, and interest (including patent rights, copyrights, trade secret rights, mask work rights, trademark rights, and *sui generis* database rights, as well as all intellectual property rights of any sort throughout the world) in and to and relating to any and all Inventions (as defined below), whether or not patentable, which I may conceive, develop, make, produce or reduce to practice, in whole or in part, as a result of my employment or other activities on behalf of UMBI or as a result of utilization of UMBI information, facilities or other resources (hereinafter "UMBI Intellectual Property"). I further understand that in some instances, a third party may obtain rights to such intellectual property in accordance with the Policy.

2. I agree to promptly disclose all inventions, improvements, formulae, ideas, processes, techniques, experimental and clinical tests or procedures, trade secrets, know-how, and data (collectively referred to herein as "Inventions") conceived, developed, made or reduced to practice by me, in whole or in part, whenever such Inventions result, in whole or in part, from my employment with UMBI or other activities on behalf of UMBI, or occur as a result of my utilization of UMBI information, facilities or other resources.

I further agree to maintain accurate and complete laboratory notebooks and/or to create other written documentation as is necessary and appropriate to document the creation of any UMBI Intellectual Property.

Exceptions: For purposes of this Agreement, Proprietary Information will not include information that I can document:

- 1) Is or has become information readily available in the public domain;
- 2) Is information disclosed to me without restriction by a third party, who has an independent right to such information without any duty of confidentiality (ie. third party may legally disclose such information);
- 3) Is information I can establish, by competent proof, was in my possession at the time of its disclosure to me, without an obligation of confidentiality;
- 4) Is information approved for release by written authorization; or
- 5) Is information required to be disclosed by law.

I have read the University System of Maryland and UMBI policies on Patents (IV- 3.00 and 3.00(A)), Copyright (IV- 3.10 and 3.10(A)) and Intellectual Property (IV – 3.20 and 3.20(A)) and have carefully considered the terms of these policies and of this assignment and agreement prior to signing below. If I have any questions relating to this agreement or my obligations under this agreement, I understand that it is my responsibility to obtain answers or assistance prior to signing this agreement.

Employee Signature

Date

For minors under the age of 18:

PARENT/GUARDIAN: (Print Name) _____

PARENT/GUARDIAN Signature and Date _____

Address _____

City, State, Zip Code _____

Witness required*

WITNESS: (Printed Name) _____

WITNESS Signature and Date _____

Address _____

City, State, Zip Code _____

*A witness is required for all employees. Minors under the age of 18 will require a witness for the parent/guardian signature.