



**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.

3. As an employee of UMBI and in accordance with the Policy, I hereby assign to UMBI (or its designee) all right, title and interest to all UMBI Intellectual Property and agree to do all things necessary to effect such assignment and to assist UMBI in the protection of UMBI Intellectual Property. My obligation to assist UMBI in perfecting, obtaining, maintaining, enforcing and defending patents, copyrights or other rights for Inventions in any and all countries shall continue throughout my employment and beyond the termination of my employment. In the event UMBI is unable for any reason whatsoever to secure my signature to any lawful and necessary document required or reasonably desired to apply for any patent, copyright or document required or reasonably desired to apply for or execute any patent, copyright or other applications with respect to such Inventions (including, but not limited to, renewals, extensions, continuations, divisionals or continuations-in-part thereof), I hereby designate and appoint UMBI and its duly authorized officers and agents, as my agents and attorneys-in-fact to act for and on behalf of and instead of me, to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights or other rights thereon with the same legal force and effect as if executed by me.

4. I understand I may be entitled, in accordance with the provisions of the Policy, to receive a share of any royalties, less applicable expenses, received from any commercialization of the Intellectual Property created by me while employed by UMBI. By execution of this acknowledgment, I understand that I am not waiving any right(s) to such potential royalties.

5. I further warrant that I have the full right to convey all title, right, and interest to all UMBI Intellectual Property. I will take all action and execute all documents necessary to perfect the interest assigned and I have not and will not execute any agreement in conflict with this assignment.

I understand that it is my obligation to promptly disclose any previous or concurrent conveyance or assignment of right, title or interest which may be in conflict with this Agreement.

6. I understand that all Inventions and all other business, technical and financial information (including, but not limited to information relating to customers, clients, prospects, vendors, affiliates and employees) that I develop, learn of (either directly or indirectly) or obtain in performance of my duties or activities on behalf of UMBI or while using UMBI information, facilities or other resources, or that is received by or for UMBI in confidence and disclosed to me, constitutes Proprietary Information. During the term of this Agreement and thereafter its termination, I will hold in confidence and not disclose or use any Proprietary Information, except for the sole and exclusive benefit of UMBI and in direct performance of my duties. Without limitation to the generality of the foregoing, I agree and acknowledge that I am prohibited from disclosing or using any Proprietary Information in performance of other duties. Upon termination of this Agreement or at UMBI's request at any other time, I will promptly return to UMBI all materials and copies containing or embodying Proprietary Information.

