

Employee Intellectual Property Assignment Agreement

For Non-Benefits Eligible Employees and Student Employees

This Intellectual Property Assignment Agreement (the "**Assignment**") is agreed to by the undersigned individual (the "**Undersigned**") on behalf of the University of Utah (the "**University**"), effective as of the date this Assignment is signed by the Undersigned (the "**Effective Date**"). As part of my University employment or appointment, I acknowledge and agree to the following:

Pursuant to this Assignment, I agree to assign, and do hereby assign, to the University all of my rights, title and interests in and to the intellectual property described below that I create, alone or in cooperation with others, under any of the following circumstances:

1. I create the intellectual property in the course and scope of my university employment.
2. I create the intellectual property in connection with University research. University research is any research supported or funded by or through the University; for example, commercially sponsored research and federally funded research ("**University Research**").
3. I create the intellectual property using University resources **other than** property, equipment, facilities, supplies or other resources the University makes available to the general public (for example, library facilities and resources) or that my University department or unit customarily makes available to my colleagues and me; for example, office furnishings, office supplies, computers, communications equipment and administrative support ("**Non-Incidental Use of University Resources**").

Intellectual property I create under any of the three circumstances described above, and assigned under this Assignment, includes only the following types of intellectual property:

- a. Inventions, technological advances, scientific discoveries and improvements, whether or not patentable, including all applications for United States and foreign letters patent and the patents granted on such applications, as well as all derivatives thereof, in each case related to such inventions, technological advances, scientific discoveries and improvements.
- b. Trade secrets. A trade secret is information that (i) has or could have economic value because the information is not generally known, and cannot be easily obtained through proper means, by another person who could obtain economic value from disclosure or use of the information; and (ii) the University maintains as a secret, using methods that are reasonable under the circumstances.
- c. Trademarks and service marks;
- d. The tangible and intangible results of research including, but not limited to, data, lab notebooks, charts, biological materials, cell lines and samples;
- e. Copyrightable works, to the extent they are also patentable under applicable law;
- f. Software. The term "software" means: (i) computer programs which are data comprising a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and (ii) data comprising source code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the computer program to be produced, created, or compiled; and
- g. Know-How. For purposes of this Assignment, know-how means proprietary knowledge or information that, standing alone, might not be patentable, but which is necessary or otherwise useful to practice an invention that is assigned under this Assignment and that is patentable under applicable law including, for example, technical information, processes, procedures, compositions, devices, methods, formulas, protocols, techniques, designs, drawings, specifications and data.

If I create intellectual property under any of the three circumstances described above, I agree to follow the procedures identified by the University pursuant University Policy 7-002, including the procedures for proper disclosure of the any intellectual property to the University's Technology and Venture Commercialization Office ("TVC") and for assisting TVC, as requested, in the preparation and prosecution of patent applications or other measures TVC takes to protect intellectual property assigned under this Assignment.

If I am an enrolled student, as well as a University faculty or staff member, this Assignment will not affect my rights or obligations relating to inventions or other intellectual property I create in my capacity as a student, which rights and obligations will be governed by University policies applicable to students.

If I am a faculty member or an administrative officer, intellectual property assigned under this Assignment will not include inventions or other intellectual property that I create as a result of private consulting services that I have performed in compliance with University policies relating to remunerative consultation by faculty members and administrative officers, unless I create the invention or other intellectual property within the course and scope of my University employment, in the course of University Research or with Non-Incidental Use of University Resources.

I acknowledge that if my employment status at the University changes, the University might require that I execute an alternative version of this Assignment.

If any one or more provisions of this Assignment shall be found to be illegal, invalid or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Assignment a legal, valid and enforceable provision of similar terms to the extent legally possible.