

## Agreement to Assign and Maintain Confidentiality of Intellectual Property

I understand that the University of Alaska (hereinafter referred to as "University") has and will continue to enter into contracts and grants with government agencies, industrial corporations, and foundations for the performance of research, training and development activities, and that these sponsors impose and set forth certain obligations and requirements with respect to rights in patents, inventions, copyrightable materials, computer software, and other rights, defined below as "Intellectual Property."

In consideration of my continued employment by University or as a non-employee student, post-doctoral associate, visitor, consultant, etc., the availability to me of opportunities to perform research including, but not limited to, sponsored research and/or to utilize University resources, I agree:

1. That all inventions, copyrightable materials, computer software, semiconductor mask works, tangible research property, biological materials, trade secrets, know-how, show-how and trademarks (hereinafter referred to as "Intellectual Property") conceived, invented, authored, or reduced to practice by me in the course of my employment, with the use of University resources, or as a result of a work-for-hire shall belong to the University, and be subject to the provisions of the University Policy on Inventions, Patents, Copyrights, Trademarks and Other Intellectual Properties dated February 21, 1992, and as amended from time to time; a copy of which may be found in my or most any University Department business office, and which upon request will be provided to me prior to my execution of this Agreement or at any subsequent time I make such a request of such office or the Technology Transfer Office.
2. To disclose promptly in writing through the Technology Transfer Office any such Intellectual Property, to assign all rights to such Intellectual Property to University or its designee for this purpose, or such other agency as the University may direct, to execute all necessary papers, and to cooperate fully (at no out-of-pocket cost to myself) with the University or such designee to enable the University to obtain, maintain, or enforce for itself or its designee, patents, copyrights, or other legal protection for such Intellectual Property.
3. That Intellectual Property is secret, confidential and otherwise a valuable commercial asset of the University or other parties and that disclosure of the Intellectual Property to unauthorized persons could destroy the value of same; and I agree to protect Intellectual Property and associated scientific knowledge, processes, formulae, products, operations, customer requirements, data, plans and techniques, either previously developed by the University or parties other than the University, which may come into my possession or which I may develop, from further disclosure using at least the same practices and procedures as I would with my own proprietary, confidential, or patentable information.
4. To make and maintain for University adequate and current written records of all Intellectual Property developed by me, and to deliver to University upon request, all written records referred to in this paragraph and paragraph 3 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 University, which will at all times be the property of University, either owned outright or under agreement between the University and one or more other parties.
5. That I understand and accept the provisions of the University's Regulation on royalty income-sharing dated November 1, 1995, and as amended from time to time.
6. That I am now under no obligation to any person, organization or corporation with respect to any rights in Intellectual Property which are, or could reasonably be construed to be, in conflict with this Agreement, nor will I enter into an agreement which would create a conflict with this Agreement.
7. That I understand that as an employee, student, post-doctoral associate, visitor, consultant, etc. this Agreement is part of the terms of my employment and/or terms for my opportunity to perform research and/or utilize University resources, covers the entire term of my employment, student status, post-doctoral appointment or work, visit, consultancy, etc., and that obligations imposed by this Agreement in regard to my activities shall continue after termination of my employment, student status, post-doctoral appointment or work, visit, consultancy, etc..

This Agreement replaces all previous agreements relating to the same or similar matters which I may have entered into with University and may not be modified or terminated, in whole or in part, except in writing signed by the Director of Intellectual Properties and Licensing or another representative of University specifically authorized by the University President. Discharge of my undertakings in this Agreement will be an obligation of my executors, administrators or other legal representatives or assignees.

Signed: \_\_\_\_\_  
(To include first name in full)

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Position Title or non-employee status  
(student, post-doctoral associate, visitor, consultant, etc.): \_\_\_\_\_

**WITNESSED BY:**

Signed: \_\_\_\_\_  
Witness

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

(Form date: 11/10/95)

**For more information** about this form or a copy of University Policies/Regulations Intellectual Properties/Technology Transfer Statewide Office of Academic Affairs.  
(907) 474-6302 fax 474-7570