



Office of Research Initiatives
Santa Clara University
500 El Camino Real
Santa Clara, CA 95053
(408) 551-1817 phone
(408) 551-1873 fax

Sponsored Projects Intellectual Property and Confidentiality Agreement

Name (“Researcher”): _____

1. The Researcher is a faculty member, staff member or student of Santa Clara University (“SCU”) who is working on a research project (“Project”) that has been partially or wholly funded by an agency or department of the United States or another government, foundation or corporation (“Sponsor”).

2. In accordance with SCU’s patent and copyright policies (Section 3.7.5 and 3.7.6 of the *Faculty Handbook*), a Researcher working on a project that is partially or wholly funded by Sponsor must agree to grant to SCU the assignment of his or her ownership rights in the Project so that SCU may fulfill any obligations to the Sponsor related to the Project.

3. The Researcher hereby irrevocably assigns, transfers, and conveys to SCU all of Researcher’s right, title and interest in and to the Project, any information (including, without limitation, business plans and/or business information), technology, know-how, materials, notes, records, designs, ideas, Projects, improvements, devices, developments, discoveries, compositions, trade secrets, processes, methods and/or techniques, whether or not patentable or copyrightable, that are conceived, reduced to practice or made that relate to the Project (collectively, “Work Product”).

4. Researcher agrees to sign, execute and acknowledge or cause to be signed, executed and acknowledged without cost, but at the expense of SCU or Sponsor, any and all documents and to perform such acts as may be necessary, useful or convenient for the purposes of perfecting the foregoing assignments and obtaining, enforcing and defending intellectual property rights in any and all countries with respect to Work Product. It is understood and agreed that SCU or Sponsor shall have the sole right, but not the obligation, to prepare, file, prosecute and maintain patent applications and patents worldwide with respect to the Work Product.

5. Researcher represents and warrants to SCU that Researcher has all rights necessary to effect the assignment granted herein, Researcher has not or will not grant any licenses or other rights to the Work Product to any Sponsor, and to Researcher’s knowledge, Researcher will not incorporate into the Project any intellectual property of any other party except for intellectual property from other participants in the Project who have executed an agreement that contains provisions the same or similar to the provisions contained herein (“Project Participants”).

6. The Project may involve the disclosure of information, either in writing, orally or by inspection of tangible objects, that shall be considered the confidential information either of SCU or of Sponsor (“Confidential Information”). Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; or (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party

through no action or inaction of the receiving party. The Confidential Information may not be disclosed except for circumstances in which (a) it is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure; or (b) it is necessary for the purposes of legal or financial due diligence in connection with an investment, merger, or acquisition, provided that it is only disclosed to each party's legal counsel, accountants, or professional advisors, without the prior written consent of the other party.

The Researcher may not disclose Confidential Information to any person other than a Project Participant unless Researcher has received prior written permission from SCU. Researcher shall take reasonable measures to protect the Confidential Information and avoid any disclosure and unintended use of the Confidential Information. All documents and other tangible objects containing or representing Confidential Information and all copies thereof which have been provided to Researcher shall be returned to the Sponsor upon completion of Researcher's participation in the Project. The obligations of each receiving party hereunder shall survive until such time as all Confidential Information of the other party disclosed hereunder becomes publicly known and made generally available through no action or inaction of the receiving party.

7. This Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreement, either written or oral. This Agreement shall be governed by the laws of the State of California, without regard to its conflicts of law provisions. Both parties hereby consent to the exclusive jurisdiction and venue of the state and federal courts located in Santa Clara, California. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and if no feasible interpretation will save such provision, it shall be severed from this Agreement, and the remaining provisions remain in full force and effect. The failure of either party to enforce any provision of this Agreement or an express waiver shall in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of either party to enforce such provision thereafter.

This Agreement is binding on me, my estate, heirs and assigns.

Researcher

Signed: _____

Date: _____

Acknowledged: SCU

Signed: _____

Date: _____