



Originally Issued: March 7, 2017

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## ASSIGNMENT OF OWNERSHIP AND NON-DISCLOSURE AGREEMENT

The undersigned, in consideration of the opportunity to participate in  
at Athens State University (hereafter referred to as "ATSU"), hereby agrees as follows:

1. I understand that as a result of my work in \_\_\_\_\_ intellectual property may be developed in forms, including but not limited to, inventions, data, formulae, computer software specifications, products, processes, technologies, patents, copyrights, and other technical and product information ("Intellectual Property").
2. I understand that ATSU and Sponsor Name ("Partner") have entered into an agreement to work jointly on a project provided by the Partner (the "Project"). That agreement specifies the party (hereafter referred to as the "Owner") will own all intellectual property created as a result of the Project.
3. I hereby agree, as a condition of my participation in the Project, to assign to the Owner any and all of my rights and ownership interest that I may acquire in Intellectual Property created and/or developed as a result of and during my participation in the Project. I agree to inform ATSU, the Partner and the Owner of any Intellectual Property that may be developed as a result of the Project, and to maintain and provide any and all documentation concerning the development of such Intellectual Property relating to the Project. I agree to cooperate with the Owner, its assignee(s) and/or designee(s), to sign all documents, and to perform all acts that may be necessary to fulfill this assignment. I understand that my obligations as set forth under this agreement do not expire and will continue after completion of the Project and my association with ATSU. I also understand that I am not entitled to receive any compensation of any kind from the sale or licensing of any Intellectual Property developed in the Project.
4. I understand that information that I receive or have access to in connection with the Project may be proprietary and/or confidential, and that in the event the Partner and/or a third party collaborating with Partner discloses to me information that is marked as confidential or proprietary, I will not, without express written consent of the Partner or the third party collaborator, as the case may be, (1) disclose, communicate, or divulge to any person or publish, publicize, or give comment to any print, broadcast or electronic medium, including but not limited to newspapers, magazines, radio, television, social media, or the Internet, any part of such information for a period of five (5) years from the date I received the information; or (2) make any use of such information for a five (5) year period except in the course of my participation in the \_\_\_\_\_ However, I further understand that I shall not be prevented from disclosing information when I can establish, by competent evidence, that such information:
  - a. Was already in my possession or known to me at the time of receipt; or
  - b. Was available to the public or otherwise was part of the public domain at the time of disclosure;or

- c. Became available to the public or otherwise became part of the public domain after the time of disclosure, but other than through my own acts or omissions in violation of this Agreement; or
  - d. Was lawfully disclosed to me by a third party not under a confidentiality obligation to the Partner.
5. Immediately upon termination of my participation in **Enter Course # and Course Title** at ATSU, I agree to return to ATSU all software, records, project notebooks, memoranda, information, data, programs, models, equipment, and any other materials of any nature in my possession or under my control pertaining to **Enter Course # and Course Title** and/or the Project.
6. I understand that the assignment of intellectual property is a binding legal agreement and that I have the right to seek independent legal advice at my own expense prior to signing this agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Full Printed Name of Participant: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Witness:

\_\_\_\_\_  
Signature

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