

Employment Agreement Regarding Intellectual Property
Between
The University of Idaho and _____

As an employee of the University of Idaho (the university), I acknowledge that I am subject to the policies and rules of the Regents of the University of Idaho (Regents) published at the Idaho State Board of Education's website <http://www.boardofed.idaho.gov/policies/index.asp> and to the policies and procedures of the university as published in the university's *Faculty-Staff Handbook* and *Administrative Procedures Manual*.

Pursuant to those policies, I hereby agree to the following:

A. With regard to protectable discoveries (which include discoveries potentially protectable as a utility patent, plant patent, design patent, plant variety protection certificate, maskwork, and trade secret):

A-1. I understand that under UI policy FSH 5300, the university owns all protectable discoveries made by UI employees at any of its facilities in the course of projects or research programs carried on by UI or made by persons in the course of working on such programs or projects under contracts or agreements with UI. I will exercise my best effort in notifying the university's Research Office of potentially protectable discoveries conceived or first reduced to practice in whole or in part in the course of my university responsibilities. If in doubt about the protectability of a discovery, I will confer with the university's Research Office.

A-2. I will exercise my best effort in notifying the university's Research Office of potentially protectable discoveries conceived or first reduced to practice in whole or in part through the use of university resources when that use is more than incidental (FSH 5300). Again, if in doubt as to what is incidental use I will confer with the university's Research Office.

A-3. I agree to collaborate with the university in the assignment of rights, title and interests in such protectable discoveries, as required by the policies of the Regents and the university.

A-4. I will exercise my best efforts in providing relevant documentation and participate in actions to complete the assignment of rights, title and interests in such protectable discoveries.

A-5. I will refrain from actions which jeopardize the university's potential rights, including any action which might create a statutory bar preventing grant of patent on an otherwise patentable invention. I recognize that publication, public use, sale or offering for sale of such protectable discovery may create a statutory bar. When in doubt, I will consult with the university's Research Office.

B. I acknowledge that some of the copyrightable materials that I create may be the property of the university as explained in FSH 5300 B. I acknowledge that I have read these provisions and agree to them. I will cooperate with reasonable requirements of the university to promptly assign or confirm in writing any possible right I might otherwise have in any copyrightable work when such right belongs to the university according to FSH 5300 B.

C. I agree to inform all students and visiting scholars wishing to participate in my university research programs, about the university “Memorandum of Understanding Regarding Research Participation and the University Intellectual Property Rights” available from the Technology Transfer Office and about the FSH 2300 - Article II.2 Student Code of Conduct. I will not allow any student or visiting scholar to participate in my university research program who has not signed a copy of the “Memorandum of Understanding Regarding Research Participation and the University Intellectual Property Rights” or an alternative document negotiated between the university’s Research Office and the individual.

D. Attached to this agreement are 1. a Disclosure of Invention Work in Progress, and 2. a Disclosure of Prior Contracts (together the “Disclosures”). The Disclosures set forth inventions and/or work with prior employers or firms with which I currently consult that may be protectable discoveries. The work referenced in the Disclosures is excluded specifically from the university’s ownership claims so long as no university facilities (other than library resources, normal office use, incidental use of the university’s internet network consistent with university’s internet use policy, and other facilities for which the person has paid use fees) are used in further development of the works referenced in the Disclosures

E. I acknowledge that I am under no consulting or other obligation to any third person, organization or corporation that is in conflict with this Intellectual Property Agreement with respect to rights to protectable discoveries or copyrightable materials. **[NOTE - Any individual who believes that s/he cannot comply with this provision must contact the University Research Office and Idaho Research Foundation]**

Signature

Title

Printed Name

Date

**Memorandum of Understanding
Regarding Research Participation
And
University Intellectual Property Rights**

This memorandum of understanding is entered into by _____, a student at the University of Idaho ("participant"), _____, a professor/researcher at University of Idaho ("faculty"), and the Regents of the University of Idaho ("Regents").

The participant is involved in research activities or enrolled in _____, which may involve working on research or design projects. These activities or projects may or may not result in the development of intellectual property in which the University of Idaho ("UI") and/or a sponsor may have a proprietary interest.

Therefore, it is important that the participant, faculty, and the UI have a full understanding of the participant's rights and obligations regarding these proprietary interests, and intellectual property. This memorandum sets forth the understanding of the parties.

a. The participant acknowledges receipt of copies of the relevant intellectual property policies of the Regents and the UI.

b. The participant agrees to promptly disclose any discoveries he/she makes that may be protectable under any intellectual property theory, including patent and copyright.

c. The participant has the right to submit any thesis, dissertation, or other academic product based upon or resulting from his/her work as part of the fulfillment of the requirements for obtaining an undergraduate, masters, or doctoral degree from the UI resulting from collaboration with the UI provided that such submission is done in a manner that does not create a statutory bar to the later grant of patent rights in an otherwise protectable discovery.

d. In exchange for the opportunity to participate in these projects and the right to receive royalties, the participant agrees to assign his/her right, title, and interest in any research or other project outcome, including intellectual property rights, derived from the participant's work in this class or research activities to the UI. This assignment vests rights in the UI as provided for in the UI's intellectual property policies and is subject to the participant's right to share in royalties in the same manner as employees of the UI.

Participant _____ Date _____

Supervising Faculty _____ Date _____

DISCLOSURE OF INVENTION WORK IN PROGRESS

This disclosure is made this ____ day of _____, 20__, as part of that Employment Agreement Regarding Intellectual Property between The University of Idaho (UI) and _____, a student or employee of UI (the "Inventor"), dated this ____ day of _____, 20 __. This Disclosure lists all inventions and developments of the Inventor made prior to employment by, or matriculation as a student at, UI. Subject to UI legal review and verification by UI's Technology Transfer Officer, the UI acknowledges that the inventions and developments listed below constitute the property of the Inventor or the party with whom the Inventor has contracted. A brief description of each invention is provided.

INVENTION

DATES OF WORK RIGHTS OWNED BY

DISCLOSURE OF PRIOR CONTRACTS

This disclosure is made this ____ day of _____, 20__, as part of that Employment Agreement Regarding Intellectual Property between The University of Idaho (UI) and _____, a student or employee of UI (the "Inventor"), dated this ____ day of _____, 20 __. This Disclosure lists all contractual obligations of the Inventor entered into prior to employment by, or matriculation at, UI. Subject to UI legal review and verification by UI's Technology Transfer Officer, the UI acknowledges that prior contracts that remain in effect may be honored by the Inventor. A brief description of each contract is provided below. The types of contracts listed below include, but are not limited to, employment, non-disclosure, non-compete, and fiduciary obligations.

COMPANY OR PERSON

TYPE OF CONTRACT

RELEVANT TERMS