INTELLECTUAL PROPERTY ASSIGNMENT AND CONFIDENTIALITY AGREEMENT

I have contributed, or may be contributing, to the development of ______________________ (“Project”) within the __________________ department of the University of Michigan.

I agree as a condition of my participation in Project, and in consideration for the use of University of Michigan resources related to Project, and/or for other consideration, including, but not limited to, supervision during my work on Project, to assign, and hereby assign, to the Regents of the University of Michigan (“University”) all rights, including patent rights and copyrights, in inventions or materials of which I conceive or reduce to practice through my work on Project (“Inventions”). I agree to inform University of any Inventions that I may develop and to cooperate with the University, at University’s expense, to obtain intellectual property protection (including copyright(s), patent(s), trademark(s), trade secret(s), or any other means of protecting Materials) relating to any Inventions.

The University and I agree that I will be treated as an employee-inventor of the University, under official University policy, including revenue sharing policies, as they may be amended from time-to-time. [Notwithstanding anything herein or included in any University policy or other document to the contrary, I agree I shall receive no compensation for this assignment and no share of any royalty or other payments, whether from the use, distribution, assignment, license, or otherwise resulting from the Inventions.]

Except as may otherwise be provided herein, University agrees that I will have the same rights and protections concerning inventions that University provides to its employee-inventors under University policy. University will manage the intellectual property and will be solely responsible for deciding what form of protection, if any, to pursue and the extent of the commercialization of the intellectual property, if any. I acknowledge that my obligations and responsibilities under this agreement, including those of confidentiality, will continue indefinitely.

I agree that the University may possess, and consider to be proprietary and confidential, certain information, drawings, data, software, documentation, business plans and know-how relating to the Project (“Confidential Information”). The University may wish to disclose such Confidential Information to me for the sole purpose of my working on the Project (“Purpose”), subject to the following:

1. University has the sole discretion to determine what Confidential Information to be provided to me.

2. I will treat as confidential all Confidential Information which is or has been made available, directly or indirectly, to me, and not disclose it to any other person except as permitted by this agreement. I will treat the Confidential Information with no less than the same degree of care that I would treat important confidential information of my own. I will use Confidential Information only to the extent necessary for the aforesaid Purpose.

3. My non-disclosure obligations under this Agreement do not apply to Confidential Information that: (a) at the time of the disclosure to me is generally available to the public or thereafter becomes generally available to the public other than through my own act or omission; or (b) I can show by written records to have been in my possession prior to the time of the disclosure to me, and was not acquired, directly or indirectly, from University; or (c) I am required by law or court order to disclose.

4. If University at any time requests me to do so, I will return all materials, drawings, data, memoranda, and written or electronic information in my possession relating to such Confidential Information, including copies thereof, to University.

5. Nothing contained in this Agreement shall be construed to grant to me any rights in respect of such Confidential Information other than for the Purpose.

This agreement constitutes the entire agreement between the University and me concerning the subject matter hereof.

The Regents of the University of Michigan

By: ________________________________

Student: ___________________________________

Printed Name: ___________________________

Printed Name: ___________________________

Title: ________________________________

Date: ________________________________

Date: ________________________________

A parent or legal guardian is required for students younger than 18 years of age:

Parent/Legal Guardian: ___________________________

Date: ________________________________