

Student Confidentiality and Intellectual Property Assignment Agreement

This Confidentiality and Intellectual Property Assignment Agreement is made on [EFFECTIVE DATE] (the "**Effective Date**") between [Name of Student], a student at the University of Rochester (the "**Student**") and [COMPANY LEGAL NAME], a [CORPORATE JURISDICTION] corporation with its principal place of business at [COMPANY ADDRESS] (the "**Company**").

RECITALS:

The Student for educational credit with the university is to work on a research project directed to _____ (Definition of Project) _____ (the "Project") with the Company.

The parties agree as follows:

1. **Definitions**

- 1.1. This definition is intentionally drafted to protect the nature of the Project as an educational exercise for students. As such, the Company is required to give only that Confidential Information as is clearly marked as such and necessary for the completion of the Project. "**Confidential Information**" means all written information related to the Project marked as confidential, required in order to fulfill the purpose of the Project and disclosed or made available to the Student by the Company, but does not include information that
- (a) is or becomes publicly known through no wrongful act of the recipient,
 - (b) was received in good faith on a non-confidential basis from a source other than the disclosing party or its Representatives,
 - (c) was in the recipient's possession before its disclosure by the disclosing party or its Representatives,
 - (d) was independently developed by the recipient without breach of this agreement, or
 - (e) is explicitly approved for release to a third party by Notice from the disclosing party to the recipient.
- 1.2. "**Intellectual Property**" means all discoveries, designs, developments, improvements, innovations, inventions, works of authorship, information fixed in any tangible medium of expression, trade secrets, know-how, ideas, mask works, trademarks, service marks, trade names and trade dress, and all related intellectual property rights.

2. **Assignment of Inventions.** The Student shall assign, and hereby assigns, to the Company all his/her interest in all Intellectual Property developed by Student, either solely or jointly with others, for the Project.
3. **Retention of Rights.** Nothing in this agreement will grant to Company any license or assignment to past, concurrent or future Intellectual Property of Student outside of the Project.
4. **Disclosure of Inventions.** The Student shall give the Company prompt Notice of any Invention that they make during the term of the Project. Student will provide at least 30

- days Notice prior to any presentation or publication under Section 7.3 (Educational Purposes and Publication) to allow for protection of rights in Intellectual Property.
5. **Term.** This agreement will begin on the Effective Date and end on completion of the Project.
 6. **Intellectual Property Registrations**
 - 6.1. **Assistance with IP Registrations.** The Student shall assist the Company, at the Company's expense, in securing the Company's intellectual property rights in and to the Intellectual Property assigned to Company.
 - 6.2. **Power of Attorney.** If the Company is unable, after reasonable effort, to obtain the Student's signature to secure the Company's intellectual property rights, the Student hereby irrevocably appoints the Company and its duly authorized officers and agents as his or her agent and attorney in fact to act for and on the Student's behalf to sign and file all necessary or appropriate documents and to do all other lawfully permitted acts to enable the Company to fully secure those rights, with the same legal force and effect as if signed by the Student.
 7. **Confidential Information**
 - 7.1. **Confidentiality Obligation.** Confidential Information shall be identified by the Supervisor in charge of the Project and kept so that Students are clear about their confidential obligations with respect to such materials. The Student shall hold all Confidential Information in confidence for a period of 3 years from the first disclosure of any particular Confidential Information.
 - 7.2. **Use for Required Purpose.** The Student shall use the Confidential Information in accordance with the terms of this agreement and solely for the purpose of carrying out the Project.
 - 7.3. **Educational Purposes and Publication.** Company recognizes the educational purposes of the Student participation in the Project. Therefore results of the Project will not be deemed Confidential Information for purposes of education and research publication. Such uses will further include presentations and other activities required as part of classes at the university. Further, Students will be permitted to disclose a general description of the Project and non-quantitative results for purposes of obtaining further educational and employment opportunities.
 8. **Effect of Termination.** Upon termination of this agreement, the Student shall deliver to the Company all property, both originals and copies, belonging to the Company, its successors, or assigns that is under his or her direct or indirect control.
 9. **General**
 - 9.1. **Entire Agreement.** This agreement contains all the terms agreed to by the parties relating to its subject matter. It replaces all previous discussions, understandings, and agreements.
 - 9.2. **Amendment.** This agreement may only be amended by a written document signed by both parties.
 - 9.3. **Assignment.** The Student may not assign this agreement, or any of his or her rights or obligations under this agreement. The Company may assign this

agreement, or any of its rights or obligations under this agreement, at any time and without Notice to the Student.

9.4. **Notices**

- (a) **Form of Notice.** All notices and other communications between the parties must be in writing.
- (b) **Method of Notice.** Notices must be given by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid[, (iv) fax][or (v) electronic mail] to the party's address specified in this agreement, or to the address that a party has notified to be that party's address for the purposes of this section.
- (c) **Receipt of Notice.** A notice given in accordance with this agreement will be effective upon receipt by the party to which it is given or, if mailed, upon the earlier of receipt and the fifth day following mailing.

9.5. **Remedies Cumulative.** The rights and remedies provided to a party under this agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

9.6. **Survival.** Sections 6 (Intellectual Property Registrations), 7 (Confidential Information), and 8 (Effect of Termination), survive the termination of this agreement.

9.7. **Severability.** If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

9.8. **Waiver.** A party's failure or neglect to enforce any of rights under this agreement will not be deemed to be a waiver of that party's rights.

9.9. **Governing Law.** This agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws rules.

9.10. **Counterparts.** This agreement may be signed in any number of counterparts, each of which is an original and all of which taken together constitute one single document.

9.11. **Effective Date.** This agreement is effective as of the date shown at the top of the first page, even if any signatures are made after that date.

This agreement has been signed by the parties.

COMPANY

By: _____

Name:

Title:

Date:

[STUDENT]

Name:

Date: