



EMPLOYEE PROPRIETARY INFORMATION AND INTELLECTUAL PROPERTY AGREEMENT

EMPLOYEE (PRINT FULL NAME) _____

DIVISION/DIRECTORATE _____

THIS AGREEMENT made between me, the above-named person, and UT-Battelle, LLC, a Tennessee limited liability company, hereinafter referred to as "UT-Battelle," WITNESSETH:

UT-Battelle has developed and uses technical and non-technical information vital to the success of UT-Battelle's business. Generally, UT-Battelle employees become acquainted with this information and, depending on job assignments and responsibilities, may contribute to it either through inventions, discoveries, improvements, or through studies, analyses, proposals, business plans or otherwise. Therefore, it is necessary for UT-Battelle to protect certain of this technical and non-technical information generated by its employees by holding it as proprietary and confidential, or by obtaining statutory protection (patents, trademarks, copyrights) or common law protection (trade secrets) or both.

In consideration of and as part of the terms of my employment by UT-Battelle and the salary or wages paid me during such employment, it is hereby agreed:

1. PROPRIETARY INFORMATION

- a. I shall not, except as authorized by UT-Battelle, at any time during or after my employment directly or indirectly disclose to any other person or entity any proprietary technical or non-technical information of UT-Battelle or of others (collectively referred to hereinafter as "Proprietary Information"), which has come into UT-Battelle or my possession in the course of my employment with UT-Battelle; nor shall I use any such Proprietary Information for my personal use or advantage or make it available to others. Technical information includes existing and contemplated technical information such as, for example, compositions, formulas, products, processes, methods, systems, designs, specifications, testing or evaluation procedures, machines, manufacturing procedures, production techniques, research and development activities, inventions, discoveries, and improvements. Non-technical information includes existing and contemplated business, marketing and financial information such as, for example, business plans and methods, marketing information, cost estimates, forecasts, financial data, bid and proposal information, customer identification, and sources of supply.
- b. All information, both technical and non-technical, regarding UT-Battelle businesses in whatever form, including but not limited to text, drawings, or computer software programs, is presumed to be proprietary and confidential until it becomes public information lawfully and without breach of confidential obligation

2. ASSIGNMENT OF RIGHTS IN INTELLECTUAL PROPERTY

- a. I agree to disclose promptly and fully to UT-Battelle all intellectual property that has been or may be conceived, made, authored or created by me solely or jointly with others during the period of my employment with UT-Battelle and to protect such intellectual property from any unauthorized disclosure, use, transfer, sale, or offer for sale, pending a determination by UT-Battelle of its ownership interest in the intellectual property. Such intellectual property shall be disclosed to UT-Battelle for a rights determination regardless of the time, location or circumstances of discovery, authorship or creation and shall include, without limitation, inventions and discoveries, whether patentable or not, written or other works subject to copyrights, trademarks, mask works and the like.
- b. I further hereby assign all rights in such intellectual property to UT-Battelle which, in UT-Battelle's sole and final judgment: (a) is along the lines of or related to the business, work or investigations of UT-Battelle or of any entity with which it is affiliated at the time of such conception, reduction to practice, authorship or creation of such intellectual property or (b) results from or arises out of any duties performed by me or assigned to me or information to which I am given access, by, for, or on behalf of UT-Battelle. All of such intellectual property determined by UT-Battelle to be within (a) or (b) above shall be the sole and exclusive property of UT-Battelle and I hereby assign to UT-Battelle all of my rights, title and interest therein.

3. EXECUTION OF DOCUMENTS

I also agree to execute assignments to UT-Battelle or its assigns, nominees, or successors of all my right, title, or interest in and to: (a) any and all intellectual property as described in paragraph 2 above; (b) any and all applications or registrations therefore; (c) all priority rights acquired under any International Conventions for Protection of Intellectual or Industrial Property by filing such applications and registrations; and (d) all Intellectual or Industrial Property granted therefore and any extensions, continuations or reissues thereof throughout the world. I further agree during and after my employment to sign all lawful papers and otherwise to fully cooperate and assist without charge and in every lawful way UT-Battelle and its assigns, nominees, or successors at its or their request to obtain and sustain such intellectual property for its or their benefit in any and all countries.

4. RECORDS AND DOCUMENTS

All records, documents, and other writings including text, drawings or computer software programs relating to or containing Proprietary Information as defined above, and which are prepared or created by me or which may come into my possession during my employment, are deemed to be the property of UT-Battelle. Upon termination of my employment, I agree to leave all such records, documents, and writings and all copies thereof with UT-Battelle.

5. LEGALLY BINDING AGREEMENT

This Agreement shall be binding upon me, my heirs, administrators, assigns, executors, or other legal representatives and shall be binding upon and inure to the benefit of UT-Battelle, its assigns, nominees, or successors. However, neither this Agreement nor any provision thereof shall be construed to be an employment agreement. I agree that either during or after my employment UT-Battelle may advise others of the existence of the Agreement and the provisions of all or any part thereof.

6. PRIOR INTELLECTUAL PROPERTY

Listed and briefly described below are all intellectual properties not previously assigned to my former employers or others and which I conceived, made, authored or created prior to my employment with UT-Battelle. Such listed intellectual properties are not included under or subject to this Agreement. I agree to notify UT-Battelle promptly in writing if their actual or projected use comes to my attention.

UT-BATTELLE, LLC

EMPLOYEE

BY _____ SIGNATURE _____

TITLE _____ DATE _____

LIST OF PRIOR INTELLECTUAL PROPERTY

Listed below are intellectual properties referenced in Paragraph 6, and which are not subject to this Agreement:

Item and brief description:

Item and brief description:

Item and brief description:

Item and brief description:

(Attach additional sheets, if necessary)