Santa Clara University

Sponsored Projects
Intellectual Property and Confidentiality Agreement

Name ("Researcher"): _____

1. The Researcher is a faculty member, staff member or student of Santa Clara University ("SCU") who is working on a research project ("Project") that has been partially or wholly funded by an agency or department of the United States or another government, foundation or corporation ("Sponsor").

2. In accordance with SCU's patent and copyright policies (Section 3.7.5 and 3.7.6 of the *Faculty Handbook*), a Researcher working on a project that is partially or wholly funded by Sponsor must agree to grant to SCU the assignment of his or her ownership rights in the Project so that SCU may fulfill any obligations to the Sponsor related to the Project.

3. The Researcher hereby irrevocably assigns, transfers, and conveys to SCU all of Researcher's right, title and interest in and to the Project, any information (including, without limitation, business plans and/or business information), technology, know-how, materials, notes, records, designs, ideas, Projects, improvements, devices, developments, discoveries, compositions, trade secrets, processes, methods and/or techniques, whether or not patentable or copyrightable, that are conceived, reduced to practice or made that relate to the Project (collectively, "Work Product").

4. Researcher agrees to sign, execute and acknowledge or cause to be signed, executed and acknowledged without cost, but at the expense of SCU or Sponsor, any and all documents and to perform such acts as may be necessary, useful or convenient for the purposes of perfecting the foregoing assignments and obtaining, enforcing and defending intellectual property rights in any and all countries with respect to Work Product. It is understood and agreed that SCU or Sponsor shall have the sole right, but not the obligation, to prepare, file, prosecute and maintain patent