

Instructions for Completing the OHSU Confidentiality and Intellectual Property Assignment Agreement

1. All OHSU employees, agents (including volunteers), students and others are required to complete and sign an OHSU Confidentiality and Intellectual Property Assignment Agreement.
2. The OHSU employee, agent, student or other should read over the entire agreement, refer to and review any applicable OHSU policies including but not limited to OHSU Policies 01-05-010, 01-05-012, 02-20-005, 03-60-005, and 04-50-001 (OHSU Policy Manual can be found here: <https://o2.ohsu.edu/policies-and-compliance/ohsu-policy-manual/index.cfm>) prior to accepting its terms. The OHSU employee, agent, student or other should then sign, print their name and date under the ACCEPTED AND AGREED line on the 2nd page of the agreement.
3. If the OHSU employee, agent, student or other created and/or registered any material or had any patents filed or issued prior to their employment or service to OHSU, or prior to their participation in any OHSU Programs, then these should be listed on Exhibit A. If no prior material was created, registered or the OHSU employee, agent, student or other had no patents filed or issued prior to their employment or service to OHSU, or prior to their participation in any OHSU Programs, then Exhibit A should not be completed and should be left blank.
4. The OHSU employee, agent, student or other should submit the completed and signed OHSU Confidentiality and Intellectual Property Assignment Agreement (with the fully signed Exhibit A if applicable) to an OHSU Human Resources Specialist at New Employee Orientation, or to their department/hiring manager, OHSU Visitors and Volunteers, or OHSU's Office of the Provost, as may be most appropriate, who will then submit it to the appropriate Human Resources Systems Specialist (<https://o2apps.ohsu.edu/hr/org-contacts/?bw=1>).
5. Once received by OHSU Human Resources, the Confidentiality and Intellectual Property Assignment Agreement will be reviewed and if anything has been indicated on Exhibit A then it will be sent to OHSU Technology Transfer for review and approval. If Exhibit A is denied, the employee, agent, student or other will receive a notice of denial and further instructions.
6. OHSU Human Resources will save a copy of the completed Confidentiality and Intellectual Property Assignment Agreement and a copy will be sent to the OHSU employee, agent, student or other for their records.
7. Any questions in regards to the completion of this agreement can be directed to OHSU HR Records at records@ohsu.edu. Questions related to Exhibit A can be directed to OHSU Technology Transfer at (503) 494-8200 or techmgmt@ohsu.edu.

CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

In consideration of and as a condition of my employment by or service to Oregon Health and Science University, an Oregon public corporation (“OHSU”), or my use of funds, facilities, personnel, equipment, information or other resources administered or controlled by OHSU (“OHSU Resources”), or my participation in any research or other programs which involve the use of OHSU Resources (“OHSU Programs”), I agree to be bound by the policies of OHSU, as now or hereafter constituted, including but not limited to policies concerning confidentiality (see Policies 01-05-010, 01-05-012, 02-20-005, and 03-60-005) and Intellectual Property (see Policy 04-50-001) (OHSU Policy Manual can be found here: <https://o2.ohsu.edu/policies-and-compliance/ohsu-policy-manual/index.cfm>). Accordingly, I agree as follows:

1. **Confidentiality.** To safeguard and not to disclose confidential information of OHSU including: (a) patient information; (b) student information; (c) personnel information; (d) matters of a technical nature; (e) matters of a business nature; and (f) other information of a similar nature which is not generally disclosed by OHSU to the public, referred collectively hereafter as “Confidential Information” or “OHSU Restricted Information.” I further agree that I will not use Confidential Information or OHSU Restricted Information except as may be necessary to perform my duties for OHSU. Upon termination of my employment or engagement as a consultant by OHSU, service to OHSU, participation in OHSU Programs, or otherwise as requested, I will deliver promptly to OHSU all Confidential Information, in whatever form, that may be in my possession or under my control.

2. **Assignment of Intellectual Property.** That all my rights, title and interest to any discovery, invention, patent, copyrightable work, copyright, trademark, service mark, trade secret, process, method, technique, procedure, machine, apparatus, instrumentation, circuit, device, system, data, formula, formulation, composition of matter, chemical, article of manufacture, software, computer program, programming code, database, compilation of information, educational and professional materials, media, know-how, design, model, technological development, biological material, tangible property, strain, variety, culture of any organism, or portion, modification, translation, or extension of these items, and any mark used in connection with these items, whether or not patentable or copyrightable, as well another newly-discovered or newly-applied information or concepts, that relate to or are useful on the actual or anticipated business of OHSU, or that result from a derivative from work assigned to me or work performed by me on behalf of OHSU, or that was developed in whole or in part on any OHSU time or using any OHSU Resources, or result from any OHSU Program, belongs exclusively to OHSU. **This Agreement operates as an actual assignment of all those rights to OHSU.** This assignment does not apply to and OHSU shall not claim any interest in intellectual property created or registered, copyrighted, or patent filed or issued prior to my employment or service to OHSU, or prior to my participation in OHSU Programs, and which intellectual property is listed on Exhibit A of this Agreement and approved in writing by OHSU Technology Transfer for exclusion from this assignment.

In order for any intellectual property to be approved by OHSU for exclusion, I agree that it must be declared on Exhibit A and forwarded to OHSU Technology Transfer for review and approval, and OHSU, in its sole discretion, must approve such exclusion (evidenced by OHSU's signature on Exhibit A), which will then be made a part of the record accompanying this Confidentiality and Intellectual Property Assignment Agreement.

3. **Work Made for Hire.** That all creative work, including but not limited to patentable works, computer programs or models, prepared or originated by me for OHSU or on OHSU time or within the scope of my employment by OHSU or service to OHSU, or from the use of OHSU Resources or from my participation in OHSU Programs, which may be subject to protection under federal copyright law, constitutes work made for hire, all rights to which are owned by OHSU. In any event, **I assign and agree to assign** to OHSU all rights, title, and interest, now existing or arising in the future, whether by way of copyright, trade secret, or otherwise, in all such work, whether or not subject to protection by copyright laws.

4. **Royalty Sharing.** That OHSU acknowledges that I and any co-inventors or coauthors may be entitled to receive a percentage of net licensing income, if any, received by OHSU from licensing or selling intellectual property rights assigned under paragraphs 2 and 3 above under applicable provisions of OHSU policies.

5. **Equitable Relief.** That violation of the covenants in this Agreement will cause irreparable injury to OHSU and that any remedy at law will be inadequate. Therefore, OHSU shall be entitled to, in addition to any other rights or remedies it may have at law or in equity, injunctive relief.

6. **Continuation of Obligations.** That my obligations and the restrictions under this Agreement shall continue indefinitely after termination of my relationship with OHSU.

7. **Entire Agreement; Amendment; Signature.** That this is the entire Agreement with OHSU with respect to its subject matter. This Agreement may be modified, amended or terminated only by an agreement in writing executed by OHSU and me. An electronic signature and a signature transmitted by facsimile or portable document format (PDF) shall be deemed valid as an original signature. This Agreement shall not be denied legal effect, validity, or enforceability solely because an electronic record or electronic signature may have been used in its execution. Similarly, any photocopy or facsimile of this executed Agreement shall have the same legal force as any copy bearing an original signature.

8. **Successors and Assigns; Venue.** That this Agreement shall be binding upon my heirs, executors, administrator or other legal representatives and is for the benefit of OHSU, its successors and assigns. I irrevocably consent and submit to the exclusive and personal jurisdiction of the United States District Court of Oregon or, if such court does not have jurisdiction over such matter, the applicable state court in Multnomah County, Oregon.

ACCEPTED AND AGREED:

Signature

Printed Name

Date

EXHIBIT A

(LEAVE BLANK AND DO NOT SIGN IF NO INTELLECTUAL PROPERTY IS TO BE EXCLUDED)

The Confidentiality and Intellectual Property Assignment Agreement to which this Exhibit A is attached does not apply to the following material which was created or registered or patents filed or issued prior to my employment or service to OHSU, or my participation in OHSU Programs. Information should include the name of the material, type of material, date of material's creation, affiliation at the time of creation, and whether you plan to continue developing the material at OHSU.

1. _____
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10. _____

SUBMITTED BY:

Signature: _____

Printed Name: _____

Date: _____

APPROVED BY OHSU TECHNOLOGY TRANSFER FOR EXCLUSION PURSUANT TO SECTION 2:

OREGON HEALTH & SCIENCE UNIVERSITY

Signature:

Printed Name:

Date: