

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“Agreement”), dated as of the ___ day of _____, 2011, is by and between Midwestern University, a Illinois not for profit corporation (the “University”), and _____ (“Assignor”).

RECITALS

WHEREAS, the University is an educational and research institution which provides facilities and assistance to its employed faculty, staff and students to enable them to carry out research of interest to University and Faculty and Assignor is an employed faculty or staff member or student of University and has and will engage in research in the area of _____ (the “Research”) during Assignor’s employment by University.

WHEREAS, in the course of the Research, Assignor has and may create Intellectual Property, as defined below, and has agreed pursuant to the Patent Policy Statement in the University’s Faculty Handbook, to assign such Intellectual Property to the University.

NOW, THEREFORE, in consideration of the mutual understandings, covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, IT IS AGREED AS FOLLOWS:

ARTICLE 1

ASSIGNMENT OF INVENTIONS, TRADE SECRETS AND OTHER WORKS

1.1 Assignment Of Intellectual Property. During such time that Assignor has been or is employed or otherwise engaged by the University (the “Period of Engagement”), Assignor agrees that any and all inventions, discoveries, designs, original works of authorship, mask works, developments, concepts, know-how, improvements or trade secrets, whether or not patentable or registrable under patent, copyright or similar laws, which (a) Assignor may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice and which relate to the Research, or (b) which result from Assignor’s use of University’s materials, equipment, facilities, or confidential information (all such material in (a) and (b) above, collectively referred to as “Intellectual Property”), shall be the sole and exclusive property of University throughout the world. Assignor further agrees that: (1) to the extent any Intellectual Property is copyrightable, such Intellectual Property shall be considered a “work(s) made for hire” as that term is defined by United States Copyright Law, and (2) to the extent any Intellectual Property is not a work for hire or is subject to patent protection, Assignor hereby assigns to the University, or its designee, all of Assignor’s right, title and interest to such Intellectual Property throughout the world.

1.2 Prior Obligations. Assignor represents that Assignor’s performance of all terms of this Agreement has not breached and will not breach any prior agreement assigning or to assign or to keep in confidence proprietary information, knowledge or data acquired by Assignor prior to the commencement of the Period of Engagement, and Assignor agrees that the Research

will not use any inventions, confidential or non-public proprietary information or material belonging to any previous client, employer or any other party without express permission of such party.

1.3 Maintenance And Return Of University Records. Assignor agrees to keep and maintain adequate and current written records of all Intellectual Property made by Assignor (solely or jointly with others) relating to the Research during the Period of Engagement. The records may be in the form of data, notes, reports, proposals, lists, correspondence, specifications, sketches, drawings, devices, blueprints, laboratory notebooks, materials, flow charts, equipment, other documents or property, or reproductions of any of the aforementioned items which are related in any way to Intellectual Property and which were developed by Assignor during the Period of Engagement or which otherwise belong to the University, its successors or assigns (all such material, collectively "University Records").

1.4 Assistance With Patent And Copyright Rights. Assignor agrees to assist the University, or its designee, at the University's expense, to secure the University's rights in the Intellectual Property and any copyrights, patents, trademarks, mask work rights, moral rights, or other intellectual property rights relating thereto in any and all countries, including the disclosure to the University of all pertinent information and data with respect thereto, the execution of all documents which the University shall deem necessary in order to apply for, obtain, maintain and transfer such rights and in order to assign and convey to the University, its successors, assigns and nominees the sole and exclusive rights, title and interest in and to such Intellectual Property, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. Assignor further agrees that this obligation shall continue after the termination of this Agreement until the expiration of the last such intellectual property right to expire in any country of the world. Assignor hereby assigns to the University any and all claims, of any nature whatsoever, which Assignor now or hereafter has for infringement of any and all Intellectual Property assigned to the University.

1.5 General Know-How And Work History. Nothing in this Agreement shall be deemed to prevent Assignor's post-employment use of Assignor's general knowledge and skills acquired or enhanced during the Period of Engagement or to prohibit Assignor from seeking other employment after the Period of Engagement or disclosing Assignor's general work history, experience or duties, so long as such use, employment, or disclosure does not violate the provisions of this Agreement.

ARTICLE 2

OTHER COVENANTS

2.1 Other Agreements; Survival. Assignor has not entered into and will not enter into any agreement (whether oral or written) in conflict with this Agreement. Assignor's representations, warranties, and obligations contained in this Agreement shall survive after the Period of Engagement.

2.2 Change In Employment Status. The covenants contained in this Agreement shall remain in force in the event that Assignor's employment status changes within the University or

changes from being employed by the University to being employed or engaged by an existing or future subsidiary, affiliate, or successor of the University or being on temporary leave from University. In the event of such a change, the subsidiary, affiliate, or successor shall have the same rights and the same protections, without further documentation or agreement, as enjoyed by the University under this Agreement.

2.3 Injunctive Relief; Breach. Assignor acknowledges that failure to carry out any material obligation under this Agreement, or a breach of any provision herein, will constitute immediate and irreparable damage to the University, which cannot be fully and adequately compensated in money damages and which will warrant preliminary and other equitable relief.

ARTICLE 3

MISCELLANEOUS

3.1 Notices. All notices, consents and other exchanges of written material required or implied under this Agreement shall be in writing and personally delivered or sent by email, facsimile, overnight courier or certified mail and shall be sent in the case of the University, attention: President, or to Assignor's residence on record with the University in the case of Assignor, which Assignor shall update the University in writing from time to time.

3.2 Waiver Of Breach; Remedies. No waiver shall be valid unless made in a writing signed by an authorized officer of the University. A waiver by the University of a breach of any provision of this Agreement by Assignor shall not operate or be construed as a waiver or estoppel of any subsequent breach by Assignor.

3.3 Entire Agreement. This Agreement sets forth the entire and final agreement and understanding of the parties and contains all of the agreements made between the parties with respect to the subject matter hereof. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof.

3.4 Severability. If any provision of this Agreement is held invalid, illegal or unenforceable, (a) the validity, legality and enforceability of the remaining provisions of this Agreement will not be affected or impaired in any way.

3.5 Recitals. The recitals to this Agreement are incorporated herein as an integral part hereof and shall be considered as substantive and not precatory language.

3.6 Governing Law; Jurisdiction And Venue; Waiver Of Jury Trial. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without reference to its conflict of laws provisions or rules of construction concerning the draftsman hereof. ASSIGNOR AGREES AND CONSENTS TO SUBMIT TO PERSONAL JURISDICTION WHERE THE RESEARCH IS CONDUCTED, NAMELY IN THE STATES OF EITHER ILLINOIS OR ARIZONA.

3.7 Assignment. This Agreement may not be assigned or delegated by Assignor without the prior written consent of the University, and any such purported assignment or

delegation without such written consent shall be void. The University may assign all or any of its rights or obligations hereunder by providing notice to Assignor.

3.8 Amendment. The parties may not amend this Agreement, except by written agreement of the parties that identifies itself as an amendment to this Agreement.

3.9 Employment Status. NOTHING IN THIS AGREEMENT SHALL ACT TO MODIFY THE UNIVERSITY'S POLICY ON EMPLOYMENT OR ANY OTHER POLICY OF THE UNIVERSITY.

3.10 Assignor Acknowledgment On Consulting Legal Counsel And Fairness. Assignor acknowledges that Assignor has had the opportunity to consult legal counsel in regard to this Agreement, that Assignor has read and understands this Agreement, and that Assignor has entered into it freely and voluntarily and based on Assignor's own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ASSIGNOR

MIDWESTERN UNIVERSITY

Name: _____

By: _____

Title: _____