

ASSIGNMENT OF OWNERSHIP
AND NONDISCLOSURE AGREEMENT
(Capstone Program)

The undersigned, in consideration of the opportunity to participate in the Capstone Program at Brigham Young University (hereafter referred to as "BYU"), hereby agrees as follows:

1. I understand that as a result of my work in the Capstone Program, intellectual property in the form of inventions, data, formulae, computer software specifications, products, processes, technologies, patents, copyrights, and other technical and product information ("Intellectual Property") may be developed during the program.
2. I understand that BYU and a Capstone Affiliate or Sponsor ("Partner") have entered into an agreement to work jointly on a Capstone project provided by the Partner. That agreement specifies the party, (hereafter referred to as the "Owner") that will own all intellectual property created as a result of the project.
3. I hereby assign to the Owner all of my rights and ownership interest to such Intellectual Property created as a result of and during my participation in the project. I agree to cooperate with the Owner, its assignee or designee in perfecting rights to such Intellectual Property, for example, by signing any documents that may be necessary to perfect the rights. I also understand that I am not entitled to receive any income from the sale or licensing of this Intellectual Property by the Owner.
4. I understand that in the event the Partner and/or a third party collaborating with Partner discloses to me information that is marked as confidential or proprietary, I will not, without express written consent of Partner or the third party, as the case may be, (1) disclose or publish any part of such information to others for a period of five (5) years from receiving the information; (2) make any use of such information for a five (5) year period except in the course of my participation in the BYU Capstone Program. However, I further understand that I shall not be prevented from disclosing information when I can establish, by competent evidence, that such information:
 - a. Was already known to me at the time of disclosure by Partner or a third party collaborator; or
 - b. Was available to the public or otherwise was part of the public domain at the time of disclosure by Partner or a third party collaborator; or
 - c. Became available to the public or otherwise became part of the public domain after the time of disclosure by Partner or a third party collaborator, but other than through my own acts or omissions in violation of this Agreement; or
 - d. Was lawfully disclosed to me by a party not collaborating with Partner subsequent to the time of disclosure by Partner or a third party collaborator.
5. Immediately upon termination of my participation in the Capstone Program at BYU, I agree to return to BYU all software, records, project notebooks, memoranda, information, data, programs, models and equipment of any nature in my possession or under my control pertaining to the program.

DATED this _____ day of _____, 20_____.

Full Printed Name of Participant: _____

Participant's Signature: _____

Residence: _____

Post Office Address: _____

Witness:

Signature

Printed Name