

**Section E**

**Intellectual Property Rights Agreement  
for Staff and Part-Time Faculty**

BUTLER UNIVERSITY  
INTELLECTUAL PROPERTY RIGHTS AGREEMENT  
FOR STAFF AND PART-TIME FACULTY

**Butler University (the "University") and the Staff Member signing below hereby agree as follows:**

1. PROPRIETARY INFORMATION. I, the Staff Member, agree that the University is and will at all times remain the exclusive owner of certain proprietary information (hereinafter "Proprietary Information"). Proprietary Information means all materials and information (whether written or not) including work product I create in rendering services to the University and information relating to the products, processes, services, research and other business aspects of the University or its students and which is not generally known and/or which provides the University with a competitive advantage. The Proprietary Information does not include prior inventions, discoveries, or improvements I made or any rights in those trade secrets, patents or copyrights I acquired prior to my engagement with the University that are listed on the reverse side of this page.

2. NON-DISCLOSURE OF PROPRIETARY INFORMATION. During and after my engagement with the University, I agree not to disclose any of the Proprietary Information to others and not to use any of the Proprietary Information for any purpose, except for performing work assigned to me by the University. I also agree to abide by the University's policies protecting the University's Proprietary Information and the University's Intellectual Property, which policies may be amended by the University from time to time.

3. COVENANT AGAINST SOLICITING EMPLOYEES. I agree that during the course of my engagement by the University and for a period of six (6) months thereafter, not to employ, solicit for employment, or advise or recommend to any employee of the University or any person known by me to be a prospective employee of the University, that the employee or prospective employee be employed by any person, firm, association, syndicate, company, corporation or other entity other than by the University.

4. PATENT RIGHTS AND COPYRIGHT. I agree to fully and promptly disclose in writing to the University all ideas, inventions, discoveries, processes and improvements (whether or not patentable) conceived or first reduced to practice by me, alone or with others, prior to termination of my engagement with the University (the "Inventions"). I also agree that the Inventions are the property of the University and that I will, during the term of this Agreement and thereafter, execute all papers and do all things deemed necessary by the University to insure that the University obtains full title to such Inventions.

All written, graphic, or recorded material generated in connection with my work for the University are owned by the University and shall be subject to inspection by the University and shall be delivered to the University or otherwise disposed of by me only as directed by the University. Upon termination of engagement, I will provide to the University all copies of such material and the University will have the exclusive right to copyright such material.

Unless otherwise stated in the Intellectual Property Policy (See Section 6), I agree that if any work or any portion thereof created while employed by the University, including any work related to the University or any of the University's research programs, whether or not such work was created at the direction of the University, is copyrightable, it shall be deemed to be a "work made for hire", as such term is defined in the Copyright Laws of the United States. If, for any reason, any such copyrightable work created by me is excluded from the definition of a "work made for hire", I hereby assign and convey to the University the entire right, title and interest in and to such work including work created prior to the date of execution of this Agreement, including the copyright therein and any copyright renewal thereof. I shall cooperate with the University or its designees and execute documents of assignment, declarations and other documents which may be prepared by the University and take other necessary actions as reasonably directed by the University, to effect the foregoing or to perfect or enforce any proprietary rights resulting from or related to this Agreement. Such cooperation and execution shall be performed without additional compensation to me; provided, however, the University shall reimburse me for reasonable out-of-pocket expenses incurred at the specific request of the University.

5. CONFIDENTIAL INFORMATION OF OTHERS. I represent that I do not have in my possession any confidential information, documents belonging to others, or information subject to any obligation of confidence, and that I will not use, disclose or induce the use of any such confidential information or documents during the course of my engagement. I represent that I have executed no prior non-competition, non-disclosure, or confidentiality agreements, except as identified on the reverse side of this page.

6. INTELLECTUAL PROPERTY POLICY. The University generally owns all copyright, trademark, service mark, patent, trade secret, and know-how rights created or developed by the employees and students of the University. Each employee (other than full-time faculty) is required to sign the University's Intellectual Property Rights Agreement prior to employment or upon request by the University. I agree to abide by the University's Intellectual Property Policy, as may be amended from time to time by the University, and also agree to cooperate with the University as set forth in the Intellectual Property Policy and in this Agreement. In accordance with the Intellectual Property Policy, the University may share with me proceeds resulting from intellectual property created, in whole or in part, by me.

This Agreement covers Staff Member's entire engagement with the University, even if signed subsequent to the first date of engagement.

**IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date written.**

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Staff Member's Signature

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Date

\_\_\_\_\_

for Butler University

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Date