

SEATTLE UNIVERSITY
Software Engineering Program

Software Development Project

Student Agreement for Assignment of Property Rights, Conflict of Interest, and Treatment of Proprietary Information

I, _____
(student name -- Please type or print)

am a graduate student in the Software Engineering Program at Seattle University (the "Program") and want to participate in a software engineering project offered through the Program. In consideration of the opportunity to participate in the Software Engineering Project entitled "_____" (the "PROJECT"), which I agree provides valuable experience and training, I agree to the following obligations:

1. I release, transfer and assign to Seattle University any and all rights, including, but not limited to, patent, copyright, trade secret, and any other intellectual property rights, in any material that I may create or that may be attributed to me in connection with my participation in the PROJECT.

2. I will make full and prompt disclosure to the Director of the Software Engineering Program at Seattle University of any and all possible conflicts of interest that may arise because of my participation in the PROJECT; I will abstain from any activities that might create a conflict of interest; I will respect the intellectual property rights (including copyright and trade-secrets) of all parties in all data and software used in the PROJECT; and will hold harmless and fully indemnify Seattle University and its staff and students from any liability, damages, or other harm arising from any failure of mine to meet these obligations.

3. I will not disclose any information identified as confidential, proprietary or otherwise limited as to distribution ("Proprietary Information") to any person unless (i) the disclosure is necessary in connection with the PROJECT, (ii) the disclosure has been expressly authorized by the owner of the Proprietary Information, and (iii) the person to whom the information is to be disclosed has signed a confidentiality agreement approved by Seattle University. The obligations of confidentiality under this paragraph do not extend to information that:

a) Becomes publicly available without fault on my part and without the fault of any person, firm, or corporation having apparent authority to act for me;

b) Is rightfully obtained by me from a third party without restrictions as to disclosure;

c) Is shown by written record to have been developed by me, or my employees, agents, or independent contractors, independently of the owner of the Proprietary Information;

d) Is shown by written record to have been known or available to me without restriction as to disclosure at the time I received it; or

e) Is generally furnished to others by its owner without restrictions as to disclosure.

(Student's signature)

(Street Address)

(City, State, Zip Code)