



SCIENCE AND ENGINEERING PROJECT CENTER EXHIBIT D: STUDENT RELEASE AGREEMENT

Sponsored Project Title: _____

In consideration for the opportunity to participate in the Science and Engineering Project Center Project listed above (the "Sponsored Project"), I enter into this Student Release Agreement (the "Agreement") with Seattle University (hereafter referred to as "SU") and agree to the following terms and conditions:

1. Confidential Information.

1.1 Definition. "Confidential Information" is any and all information disclosed or delivered pursuant to this Agreement whether written or oral and in whatever form, including, but not limited to, any non-public Intellectual Property information or other proprietary, confidential, or competition-sensitive information which may be, but is not required to be, (i) expressly identified with an appropriate legend, marking stamp, or other written or oral identification as proprietary, confidential, or competition-sensitive at the time of the disclosure or delivery, or (ii) if not identified as proprietary, confidential, or competition-sensitive at the time of disclosure or delivery, is expressly identified in a written or other tangible form with an appropriate legend, marking stamp, or other written identification within thirty (30) days of such disclosure or delivery.

1.2 Obligations. I understand that, during this Sponsored Project, the Sponsor may directly or indirectly disclose Confidential Information to me. In the event of such disclosure, I agree to hold the Confidential Information in confidence and will not use the Confidential Information for any purpose other than completing the Sponsored Project. Specifically, I will not disclose or use any of the Confidential Information for any commercial purpose or development of any products or technology and will not use or attempt to practice any invention arising from or disclosed in the Confidential Information, or any part thereof, without the express authorization, in a prior writing, by the owner of the Confidential Information permitting such use or practice.

1.3 Limitations. My confidentiality obligations do not extend to Confidential Information that: (i) is in the public domain or that, after disclosure, becomes part of the public domain through no action or fault of my own; (ii) was received from a third party having the legal right to transmit the information; (iii) is shown by documented record to be developed by a Party to this Agreement, its employees, agents, or independent contractors, independently of the

owner of the Confidential Information; (iv) is generally furnished to others by the Sponsor without restrictions on disclosure; or (v) is required to be disclosed or made available to a third party pursuant to any applicable law, governmental regulation, or decision of any court or tribunal of competent jurisdiction.

2. Conflicts of Interest. During the term of the Sponsored Project, I will make full and prompt disclosure to the Director of the Science and Engineering Project Center at SU of any and all possible conflicts of interest that may arise because of my participation in the Sponsored Project. The provisions set forth in this paragraph are perpetual in nature and will survive the termination of this Agreement.

3. Intellectual Property.

3.1 Definition. "Intellectual Property" is any and all products, inventions, discoveries and improvements developed within the course and scope of a Sponsored Project, including any and all copyrights (including the underlying rights therein), patent rights, trademarks, service marks, trade secrets, confidential information, and all other intellectual property rights.

3.2 Policies. I understand that SU governs the handling of Intellectual Property by its official policies titled Seattle University Patent Policy and Seattle University Copyright Ownership Policy (the "Policies"). The Policies provide that ownership and assignment of Intellectual Property arising pursuant to Sponsored Projects are governed by the terms of the agreement between SU and Sponsor, such as the Project Center Letter of Agreement. By execution of this Agreement, I agree to abide by the terms and conditions of the Policies, as they currently exist, and as they may be amended from time to time. Further, to the extent that the Policies are, or become, inconsistent with the Project Center Letter of Agreement or this Exhibit thereto, I understand that the terms of the Project Center Letter of Agreement shall govern all rights with respect to ownership and assignment of Intellectual Property.

3.3 Prompt Disclosure. I will promptly disclose to SU all potentially patentable inventions or discoveries. Such disclosure will be made to the Office of Research Services and Sponsored Projects ("ORSSP"), or other office designated by SU as responsible for handling inventions.

3.4 Assignment. In order to implement this Agreement, I do hereby assign all my right, title and interest throughout the world in and to the Intellectual Property, including, but not limited to, inventions, discoveries, know-how, patent applications, or patents falling under this Project Center Letter of Agreement or provision B (1) of the Seattle University Patent Policy to SU, and its successors and assigns. I also hereby assign all my right, title and interest, including associated copyrights, in and to copyrightable materials falling under this Project Center Letter of Agreement or as described in the Seattle University Copyright Ownership Policy to SU, and its successors and assigns. This Agreement is binding on myself, my heirs, legal representatives, and assigns.

3.5 Cooperation. I agree, without further compensation, to perform such lawful acts and to execute confirmation of an assignment of rights and other lawful documents, as SU may reasonably request, and to otherwise provide proper assistance on my part to effect Intellectual Property assignments, as provided in section 3.4.

3.6 No conflict. I am currently under no consulting or other obligations to any third person, organization, or corporation with respect to rights in inventions or copyrightable materials which are, or could be reasonably construed to be, in conflict with this Agreement. I will not enter into any agreement creating patent or copyright obligations in conflict with this Agreement or the Policies.

4. Term. This Agreement is effective on the starting date of the Sponsored Project and will terminate on completion of the Sponsored Project. Sections 1. 2., and 3.5. Will survive the termination of this Agreement.

5. Governing Law. The validity, interpretation, construction, and performance of this Agreement is governed by, and interpreted in accordance with, the laws of the State of Washington. The venue of any legal action regarding this Agreement will be in King County in the State of Washington.

6. Severability. The provisions of this Agreement are severable and if any portion is held invalid, illegal, or unenforceable for any reason, the remainder of this Agreement will be effective and binding on the parties.

Name: _____ Signature: _____

Department and Team Number: _____ Date: _____