

Loma Linda University

Patent Agreement

The purpose of this agreement is to set forth the conditions of your employment by Loma Linda University (hereinafter referred to as LLU), with respect to disclosure and use of proprietary information of LLU and your rights to ideas, inventions and confidential information derived by you during your employment by LLU, during your research work at LLU or any work under the affiliation agreement at LLU or any Loma Linda properties or entities. For the purpose of this agreement, proprietary information consists of trade secrets, designs, methods, programs, plans and any other data or information, whether in documentary form or not, and whether identified as proprietary or not, which is not freely and widely known or distributed outside LLU, to the general public as well as to competitors.

You have been employed or you are here under an affiliation agreement, to contribute to the advancement of LLU and as such will have access to its proprietary information, and will on occasion generate proprietary information. The nature of the proprietary information is such that its disclosure to, or use by unauthorized parties may be very damaging to LLU. It is for these reasons that you are asked to enter into this agreement.

I FULLY UNDERSTAND THE ABOVE; I HEREBY AGREE TO NOT DISCLOSE ANY PROPRIETARY INFORMATION OF LLU TO ANY PARTY OTHER THAN TO LLU AND TO EMPLOYEES OF LLU WHO NEED SUCH INFORMATION IN THE COURSE OF THEIR WORK FOR LLU. I AGREE TO REFRAIN FROM USING OR DISCLOSING ANY PROPRIETARY INFORMATION OF LLU FOR MY OWN ACCOUNT OR FOR THE ACCOUNT OF ANY PERSON OTHER THAN LLU.

I HEREBY ASSIGN ANY AND ALL PATENT AND ANY PROPRIETARY RIGHTS I MAY HAVE TO ANY INVENTION, DISCOVERY, PROCESS, IDEA, OR CONFIDENTIAL INFORMATION, WHETHER OR NOT PATENTABLE, MADE OR CONCEIVED BY ME ALONE OR IN CONJUNCTION WITH OTHERS, WHICH: 1) IS MADE WITH THE EQUIPMENT, SUPPLIES, FACILITIES, CONFIDENTIAL INFORMATION, OR TIME OF LLU OR ANY OF ITS PROPERTIES OR ENTITIES, INCLUDING ACTUAL OR ANTICIPATED RESEARCH AND DEVELOPMENT, OR 2) IF SUGGESTED BY OR RESULTS FROM WORK PERFORMED BY ME FOR OR ON BEHALF OF LLU OR ANY OF ITS PROPERTIES OR ENTITIES.

NAME (PRINT)

SIGNATURE

DATE

NOTICE!

Signing this agreement does not waive any rights you have under Section 2870 of the California Labor Code Article 3.5, which states:

ANY PROVISION IN AN EMPLOYMENT AGREEMENT WHICH PROVIDES THAT AN EMPLOYEE SHALL ASSIGN OR OFFER TO ASSIGN ANY OF HIS OR HER RIGHTS IN AN INVENTION TO HIS OR HER EMPLOYER SHALL NOT APPLY TO AN INVENTION FOR WHICH NO EQUIPMENT, SUPPLIES, FACILITY, OR TRADE SECRET INFORMATION OF THE EMPLOYER WAS USED AND WHICH WAS DEVELOPED ENTIRELY ON THE EMPLOYEE'S OWN TIME AND (A) WHICH DOES NOT RELATE (1) TO THE BUSINESS OF THE EMPLOYER OR (2) TO THE EMPLOYER'S ACTUAL OR DEMONSTRABLY ANTICIPATED RESEARCH OR DEVELOPMENT, OR (B) WHICH DOES NOT RESULT FROM ANY WORK PERFORMED BY THE EMPLOYEE FOR THE EMPLOYER. ANY PROVISION WHICH PURPORTS TO APPLY SUCH AN INVENTION IS TO THAT EXTENT AGAINST THE PUBLIC POLICY OF THIS STATE AND IT IS TO THAT EXTENT VOID AND UNENFORCEABLE.