

**ENGENIUS SOLUTIONS TEAM MEMBER AGREEMENT
(Confidentiality and Intellectual Property Rights)**

Rose-Hulman Institute of Technology, an Indiana institution of higher learning acting through its Engenius Solutions project ("Engenius Solutions") financed through a grant ("Grant"), is engaged in fostering educational opportunities for its students and the advancement of science and engineering through the Web Mall project described in the proposal for the Grant through a multi-stage process of encouraging the creation of and soliciting and screening ideas, protecting intellectual property and forming interdisciplinary teams ("Project Team") to research, design, develop and find markets for potential products and/or services. This agreement ("Agreement") is entered into _____, 200__ by and between Engenius Solutions and _____ ("Team Member"), residing at _____, an individual who is eighteen (18) years of age or older and desires to participate as a part of the Project Team on the following project ("Project"), which is the subject of a Project Application submitted to Engenius Solutions dated, _____, 200__:

(Project description)

Team Member understands and agrees that he/she will gain valuable educational and practical experience in exchange for his/her participation as a part of the Project Team, but that he/she will receive no intellectual property rights in exchange for his/her participation.

Section 1. Definitions

"Invention" means discoveries, concepts, and ideas, whether patentable or not, including, but not limited to, apparatus, processes, methods, compositions of matter, techniques, and formulae, as well as improvements thereto or know-how related thereto, which are or were made, conceived, created, or acquired by Team Member in connection with or relating to the Project.

"Works" means works of authorship fixed in any tangible medium of expression in connection with or relating to the Project, including, but not limited to, notes, specifications, drawings, blueprints, flow charts, memoranda, correspondence, records, notebooks, computer programs, data bases, documentation, reports, charts, and models, regardless of the medium in which they are fixed, and all copies, in whole or in part.

"Confidential Information" means any information, written or oral, whether or not designated as "confidential", which is connected with or relates to the Project, including, but not limited to, information related to concepts, ideas, financial, accounting, computer programs, techniques, proposals, business plans, prototypes, models, samples, products under development, business partners or potential business partners, marketing strategies and the documentation thereof. Confidential Information shall not include:

- (a) information which was already known to Team Member prior to disclosure of the information to Team Member as a part of his /her participation on the Project Team;
- (b) information ascertainable or obtainable from public or published information;
- (c) information received from a third party not known by Team Member to be under an obligation to keep such information confidential;
- (d) information which is or becomes known to the public other than through a breach of this Agreement; and
- (e) information which Engenius Solutions specifically indicates to Team Member in writing is not confidential and need not be treated as Confidential Information pursuant to this Agreement.

Section 2. Confidentiality Obligations

Team Member agrees to use Confidential Information only as necessary to perform tasks he/she is requested to perform as a part of the Project Team and agrees that he/she will not use Confidential Information for any other purposes whatsoever.

Team member agrees that he/she will not disclose, or authorize any third party to disclose, Confidential Information to any person who is not a member of the Project Team, without the prior written consent of Engenius Solutions or its designee.

These confidentiality obligations shall begin on the Effective Date and, unless extended or earlier terminated by written agreement of the parties, shall continue until three (3) years from the termination of the Inventor's Agreement applicable to the Project attached herein as Exhibit A.

Section 3. Ownership of Works

All Works created by Team Member in the course of or resulting from his/her participation as a Team Member under this Agreement shall be and remain exclusively the property of Engenius Solutions or its designee. Each Work created by Team Member is a "work made for hire" under the copyright law and Engenius Solutions or its designee may file application(s) to register copyright in each Work as author and copyright owner. If, for any reason, a Work created by Team Member is excluded from the definition of a "work made for hire" under the copyright law, then Team Member shall and does hereby assign, sell and convey to Engenius Solutions or its designee the entire right, title and interests in and to such Work, including the copyright, Team Member shall execute any documents and provide reasonable assistance as Engenius Solutions deems necessary to secure or aid in securing copyright protection in all Works.

Team Member shall not reproduce, distribute, display publicly or perform publicly, alone or in combination with other persons or entities, any Works or portions of Works without written permission of Engenius Solutions or its designee, Team Member shall not prepare derivative works based upon any Works without written permission of Engenius Solutions or its designee.

Upon termination of this Agreement for any reason or upon request by Engenius Solutions or its designee, Team Member will deliver to Engenius Solutions or its designee all Works and copies of Works in Team Member's possession or control.

Except as listed in Exhibit A attached to this Agreement, Team Member will not assert against Engenius Solutions or its designee any rights under any Works, as having been made, created, or acquired by Team Member prior to the Effective Date of this Agreement and not covered by this Agreement.

Engenius Solutions shall have no obligation to seek, secure or maintain any intellectual property rights in Invention or Works or to distribute or commercialize any Invention or Works.

Section 4. Ownership of Inventions

All Inventions made or conceived by Team Member, either solely or jointly with others, in the course of or resulting from his/her participation as a Team Member under this Agreement, shall become and remain the exclusive property of Engenius Solutions or its designee, whether patentable or not, Team Member agrees to, without royalty or any other consideration:

- (a) inform Engenius Solutions promptly and fully of such Inventions by written reports V setting forth in detail the procedures employed and the results achieved;
- (b) assign to Engenius Solutions or its designee all of Team Member's rights, title, and interests, if any, in and to such Inventions, any applications for United States and foreign Letters Patent, any United States and foreign Letters Patent, and any renewals thereof granted upon such Inventions:
- (c) assist Engenius Solutions or its designee to obtain such United States and foreign Letters Patent for such Inventions as Engenius Solutions or its designee may elect; and
- (d) execute, acknowledge, and deliver to Engenius Solutions or its designee at Engenius Solutions' or its designee's expense such written documents and instruments, and do such other acts as may be necessary in the opinion of Engenius Solutions or its designee, to obtain and maintain United States and foreign Letters Patent upon such Inventions and to vest the entire rights and title in and to confirm the complete ownership by Engenius Solutions or its designee of such Inventions, patent applications, and patents.

Except as listed in Exhibit A attached to this Agreement, Team Member will not assert against Engenius Solutions or its designee any rights under any .Inventions or improvements to Inventions or know-how related to Inventions, as having been made, created, or acquired by Team Member prior to the Effective Date of this Agreement and not covered by this Agreement.

Engenius Solutions shall have no obligation to seek, secure or maintain any intellectual property rights in Invention or Works or to distribute or commercialize any Invention or Works.

Section 5. Other Terms

This Agreement is effective on the date indicated above ("Effective Date"). Either party may terminate this Agreement by giving the other party two (2) weeks written notice. Termination of this Agreement shall not relieve Team Member of his /her Confidentiality, Ownership of Works and Ownership of Inventions obligations under Sections I through 4 of this Agreement.

Nothing in this Agreement shall be construed to place the parties in the relationship of employer and employee, partners, joint ventures or principal and agent. Neither party is authorized to assume or undertake any obligation of any kind, express or implied, on behalf of the other party.

Nothing in this Agreement shall require Engenius Solutions to pursue any patent or copyright with respect to any invention or work whatsoever, nor to pursue the legal protection of any intellectual property rights and filing of any patent application or the registration of any copyright or pursuing the protection of any intellectual property right shall remain in the sole discretion of Engenius Solutions.

This Agreement may not be modified except by written instrument signed by both parties. No failure or delay by Engenius Solutions in exercising any right under this Agreement shall operate as a waiver of that or any other right, nor shall any single or partial exercise of any right operate as a waiver of that or any other right under this Agreement. This Agreement shall be governed and construed in accordance with the laws of the State of Indiana, without regard to its conflicts of laws principles. This Agreement shall inure to the benefit of and be binding upon the parties and their successors and assigns. Any and all actions arising under this Agreement shall be filed and maintained only in a state or federal court of competent jurisdiction sitting in the State of Indiana. The parties hereby stipulate to exclusive jurisdiction and venue of such courts and expressly waive the right to select an alternate jurisdiction and venue. This Agreement contains the entire agreement or the parties, and supersedes all prior and contemporaneous agreements, whether written or oral, of the parties with respect to its subject matter.

Team Member

Rose-Hulman Institute of Technology
acting through Engenius Solutions

Signature

By: _____
Signature

Printed

Printed

(To be signed by Project Team Members
who are not the Inventor

Date

EXHIBIT A
Team Member Disclosure
Description of Prior Inventions, Improvements or Works

Team Member

Rose-Hulman Institute of Technology
acting through Engenius Solutions

Signature

By: _____
Signature

Printed

Printed

Date