

University of New Brunswick
Research Project Personnel and Student Acknowledgement Form

Project Title: _____

Principal Investigator: _____

In consideration for assisting with and otherwise being involved with the above noted Research Project (the "Project"), and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, I, the undersigned, acknowledge that the above noted Project is subject to, and that I will be bound by, the following terms and conditions:

1. Confidential Information. Confidential Information means any and all results of the Project and any other confidential or proprietary information in the possession or control of the University of New Brunswick (the "University"), but does not include information which is or becomes generally available to the public through no fault of mine, or information developed by me in preparation for acceptance by the University of a graduate thesis, PhD dissertation, or undergraduate senior report. At all times during and subsequent to the termination of my engagement with the University, I shall keep in confidence and trust the Confidential Information, I shall take all necessary precautions against unauthorized disclosure of the Confidential Information, and I shall not directly or indirectly publish, disclose, allow access to, or transfer the Confidential Information to a third party, nor shall I copy or reproduce the Confidential Information except as may be reasonably required to perform my duties for the University or as may be approved in writing by the Principal Investigator.

Furthermore, I will use my best efforts not to disclose or potentially make available to any person who is not involved in the Project any Confidential Information, whether knowingly or inadvertently, and whether orally or otherwise, and whether through any act or omission of mine. I understand that the PI maintains a list of personnel involved in the Project that I may reference. I will not remove any Confidential Information from the University facility unless it is permitted by the Principal Investigator of the Project. I will also comply fully with any and all security protocols of the Department, University, and/or the Principal Investigator for the protection and security of Confidential Information while involved in the Project.

2. Return of Materials and Equipment. Upon the request of the University, and in any event of termination of my engagement with the University, I shall immediately return to the University all materials, including all copies in whatever form, containing the Confidential Information and all equipment used in association with the Confidential Information, which are in my possession or under my control.

3. Intellectual Property. I acknowledge that I shall make full disclosure to the University, through the Office of Research Services, of any and all results of the Project promptly after the creation of any intellectual property. I shall make such full disclosure in the manner and on any form in use by the University at the appropriate time to document the disclosure and the nature and extent thereof. I confirm assignment of and hereby assign all of my right, title and interest in and to any and all intellectual property rights in the Project and in the results of the Project to the University. Subject to Section 4, I shall retain no right, title, or interest in and to any intellectual property in the results of the Project, and I shall cooperate fully at all times during and subsequent to my engagement with respect to signing further documents, which may include an Assignment Agreement, and doing such acts and other things reasonably requested by the University to confirm transfer of ownership of intellectual property rights so that the University or any party designated by the University may commercialize the intellectual property or seek patent protection or the like covering any and all results of the Project. Subject to Section 4, I hereby agree to waive and do waive the right to assert any moral rights and any other non-assignable rights in and to any and all results of the Project, whether against the University or any party designated by the University.

4. Students. In the event I am a University student and preparing for acceptance by the University a graduate thesis, PhD dissertation, or undergraduate senior report in connection with the Project, I acknowledge that once I have made any and all full disclosure as required by Section 3 of this Agreement: (a) the thesis, PhD dissertation, or report shall not disclose any Confidential Information; (b) copyright in the thesis, PhD dissertation, or report shall vest in me; and (c) I shall not be delayed in presenting, defending, and publishing the graduate thesis, PhD dissertation, or report, except in accordance with the regulations of the University or in other circumstances agreed to by me and the University.

5. No Representations. I acknowledge that neither the University nor any agent or legal counsel of the University has made any promise, representation or warranty, express or implied, relating to the matters provided for in this Agreement and that in signing this Agreement I am relying on no promises, representations or warranties made by the University, its agents or legal counsel.

6. Independent Advice. I have read and understood this Agreement and I have had an opportunity to seek independent advice prior to signing.

Signatures:

Date: _____	Date: _____
Personnel/Student Signature: _____	Witness Signature: _____
Name (Print): _____	Name (Print): _____