

The University of Texas MD Anderson Cancer Center UTHealth
Graduate School of Biomedical Sciences at Houston

Intellectual Property Agreement
(GSBS Student)

This Intellectual Property Agreement (the "Agreement") is executed by the undersigned ("Student") in favor of and for the benefit of The University of Texas M. D. Anderson Cancer Center ("MD Anderson") and The University of Texas Health Science Center at Houston ("UTHealth").

Student is enrolled as a student in The University of Texas Graduate School of Biomedical Sciences ("GSBS"), which is jointly operated by MD Anderson and UTHealth. In conjunction with Student's GSBS program and/or educational activities, Student may work or be trained in the facilities, including research labs, of MD Anderson and UTHealth (whichever of MD Anderson or UTHealth hosts the Student for work or training in its facilities will be deemed to be the "Host Organization" with respect to such work and/or training and the other institution will be the "Non-Host Organization"). In conjunction with such activities, Student may learn of or be exposed to confidential information and may create intellectual property. Additionally, as a result of Student's presence at the Host Organization's facilities, Student may be exposed to research or other activities at the Host Organization that are sponsored by and/or undertaken with or for third parties, including third party research collaborators and/or sponsors, such as other academic institutions, other government agencies, and commercial organizations ("Third-Party Activities"), and the agreements evidencing such Third-Party Activities may impose confidentiality obligations upon the Host Organization with respect to such activities and/or may grant third parties rights in inventions and intellectual property arising from such research or activities. The purpose of this Agreement is to protect such confidential information and to confirm the rights and interests in such intellectual property. Accordingly, in consideration of Student's participation in the GSBS educational activities and the access being granted by MD Anderson and UTHealth to their respective facilities, Student hereby acknowledges, confirms, and agrees as follows:

- 1. Confidentiality.** "Confidential Information" means and includes any and all information that Student creates, obtains or learns of (i) as a result of Student's work or training at the Host Organization and/or presence at the Host Organization's facilities, and/or (ii) that relates to or regards the Third-Party Activities. As between the Host Organization and Student, Confidential Information will belong to the Host Organization. Student will keep confidential and may not disclose to any individual or entity any Confidential Information. In particular, Student will not and may not publish any articles or make any presentations on or including Confidential Information without the prior written consent of the principal investigator of the research to which Confidential Information may relate or from which Confidential Information may be generated, which consent will be in the sole and absolute discretion of such principal investigator. In addition, Student may not use any Confidential Information for any purpose unrelated to Student's work or training at the Host Organization including, in a manner that is prejudicial or contrary to the interests of, or competes with, the Host Organization, the principal investigator of any research to which Confidential Information may relate or from which Confidential Information may be generated, or any third party participant, collaborator, supporter, or sponsor of any such research or activity.
- 2. Intellectual Property.** "Intellectual Property" means any inventions, discoveries, innovations, creations, know-how, works of authorship, technology, scientific or technological developments, research data, information, data, and computer software, regardless of whether subject to protection under patent, trademark, copyright, or other laws. All Intellectual Property made or created by Student will be governed by the *Rules and Regulations* of the Board of Regents of The University of Texas System ("Board") (<http://utsystem.edu/board-of-regents/rules>) and the policies of the Host Organization. In particular, all Intellectual Property made or created by Student in the course of Student's employment at the Host Organization will be owned by the Board on behalf of the Host Organization. Student will report all such Intellectual Property to the Host Organization in accordance with the Host Organization's policies and procedures. Student must assign and does hereby assign any such Intellectual Property to the Board, on behalf of the Host Organization, and will sign any and all documentation that is required to perfect this assignment and confirm the Board's ownership and all documents reasonably necessary for the Board and the Host Organization to protect and commercialize the Intellectual Property. The Intellectual Property created by Student at the Host Organization will be the Confidential Information of the Host Organization (subject to paragraph 1 above) and notwithstanding any employment or funding relationship that Student may have with the Non-Host Organization, will be subject to and governed by the intellectual property policies of the Host Organization. In addition, Student will not assert any rights to or any ownership of or other interest in any invention or intellectual property arising from Third-Party Activities if the assertion of such rights to, ownership of, or other interest in would conflict with any rights, ownership, or other interest granted by the Host Organization to a third party with respect to such Third-Party Activities.

Name of student (please print)

Student's signature

Date

8/5/2017