

FACULTY-STAFF HANDBOOK SECTION 5300 - COPYRIGHTS, MASKWORKS, PATENTS, AND OTHER INTELLECTUAL PROPERTY RIGHTS

PREAMBLE: This section outlines University of Idaho (UI) policies concerning copyrights, maskworks, patents and other intellectual property rights as they arise from university research. In particular, this section discusses the assignment of ownership to such copyrights, maskworks, patents, and other intellectual property rights . This section was part of the 1979 Handbook *but was revised in significant ways 1) in July of 1992 to reflect changes in applicable federal law, 2) in January of 1995 by the addition of subsection C-5 to reflect the change in the Regents' intellectual property and conflict of interest rule (IDAPA 08.01.09.03c), and 3) in 2006 to* [update] *For more information, contact the Research Office (208-885-6651).*

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A. **INTRODUCTION.** The UI encourages the creation of scholarly works as an integral part of its mission. UI participation in the development, marketing, and dissemination of educational materials has as its aim the improvement of the quality, effectiveness, and efficiency of student learning and of faculty and staff development. The UI recognizes its obligation to transfer technology and useful discoveries to society. With respect to all types of intellectual property, the rights and obligations of UI, its employees and students and other third parties shall be governed by this policy. To the extent permitted by this policy, individuals may enter into contracts with UI to address intellectual property, in which case the contract terms shall control, provided that the contract was entered into in a manner consistent with this policy.

A-1. **DEFINITIONS.** For purposes of this Section 5300 and Section 5400, the following terms shall have the following meanings:

- a. “electronic” shall mean relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities.
- b. “written” or “in writing” shall include information created, generated, sent, communicated, received, or stored by electronic means, including without limitation email, telecopy, and facsimile transmissions.

B. **COPYRIGHTS.** UI participation in the development of copyrightable works raises questions concerning the ownership and use of materials in which UI has become an active and intentional partner through substantial investment of resources. This policy is established to clarify the rights of the natural person or persons involved in the creation or development of intellectual property and the UI regarding ownership and use of copyrightable materials in the absence of an Individual Valid Written Contract between the natural person or persons involved in the creation or development of intellectual property and UI. The UI acknowledges the right of faculty and staff members and students to prepare and publish materials that are copyrightable in the name of the natural person or persons involved in the creation or

development of intellectual property and that may generate royalty income for the natural person or persons involved in the creation or development of intellectual property. (In this policy, "the natural person or persons involved in the creation or development of intellectual property" is to be construed broadly as including producers of creative works in the arts and sciences and creators of literary or scholarly writing.)

B-1. Coverage. The types of materials to which this policy applies include:

- a. Study guides, tests, syllabi, bibliographies, texts, books, and articles.
- b. Films, filmstrips, photographs, slides, charts, transparencies, illustrations, and other visual aids.
- c. Programmed instructional materials.
- d. Audio and video recordings.
- e. Simultaneously recorded live audio and video broadcasts.
- f. Dramatic, choreographic, and musical compositions.
- g. Pictorial, graphic, and sculptural works.
- h. Computer software, including computer programs, procedural design documents, program documents, and databases as defined below: *[ed. 7-00]*
 - (1) "Computer program" means a set of instructions that direct a computer to perform a sequence of tasks.
 - (2) "Procedural design document" refers to material that describes the procedural steps involved in the creation of a computer program.
 - (3) "Program document" refers to material created for the purpose of aiding the use, maintenance, or other interaction with a computer program.
 - (5) "Data base" means a collection of data elements grouped together in an accessible format.
- i. Other copyrightable materials, including materials generated in the production of any of the above works.

B-2. Assignment of Ownership. Faculty, staff members, and students retain all rights in the copyrightable materials they create except in the cases of "UI Sponsored Materials" as defined in Subsection B-2-b below, materials covered by a Grant or Contract as discussed in Subsection E below, and materials covered by an Individual Valid Written Contract between the natural person or persons involved in the creation or development of intellectual property and the UI as discussed in Subsection B-5 below. Faculty members, staff members, and students shall cooperate with reasonable requests from UI for the creation of any documents and records needed to vest and memorialize UI's rights, if any.

- a. Retention of Rights. Except as otherwise provided in Subsection B-2-b, the natural person or persons involved in the creation or development of intellectual property retain the rights to: (1) copyrightable works produced while on sabbatical leave; (2) study guides and similar materials; and (3) works prepared as part of the general obligation to produce scholarly or other creative works of the natural person or persons involved in the

creation or development of intellectual property, such as, but not limited to, articles, books, musical compositions, and works of art.

b. **UI Sponsored Materials.** Materials are “UI Sponsored Materials” within the meaning of this policy if the natural person or persons involved in the creation or development of intellectual property (1) was commissioned specifically in writing by UI or one of its distinct units to develop the material as part of his or her employment duties and the writing states that the resulting works would be considered “UI Sponsored.”; (2) received extra pay from UI to prepare the specific materials pursuant to a written agreement providing that the extra pay is consideration for the preparation of the specific materials; (3) received release time from regular duties to produce the specific materials pursuant to a written agreement providing that the release time is consideration for the preparation of the specific materials; or (4) made “substantial use” of UI resources in the creation or development of the specific materials, provided however that the use of UI resources regularly and customarily available to him/her as part of his/her regular employment or as part of his/her regular academic enterprise, shall not be considered “substantial use” of UI resources.

B-3. Registration of Copyrightable Materials. Absent a valid agreement otherwise, UI Sponsored Materials are to be registered in the name of the Regents of the University of Idaho or its assignee. UI or its designee has the right to file registrations of UI Sponsored copyrightable works.

B-4. Royalties and Income.

a. Out of the gross receipts from royalties and other income from sale or rental of UI Sponsored Materials, the UI, college, department, other unit, or UI's designated agent may recover reasonable expenses that it incurred in the development, marketing, or dissemination of the materials.

b. Absent a valid agreement to the contrary, the net proceeds are distributed as follows: 40 percent to the natural person or persons involved in the creation or development of intellectual property; 40 percent to UI or its designated agent; and 20 percent to the college or service unit of the natural person or persons involved in the creation or development of intellectual property . At least half of the share allocated to the college or other unit is given to the department of the natural person or persons involved in the creation or development of intellectual property for use in furtherance of its goals.

c. UI retains a right to royalty-free internal use of any materials designated UI Sponsored under this policy.

B-5. Written Agreements.

a. The provost represents UI in negotiating agreements with the natural person or persons involved in the creation or development of intellectual property pursuant to this policy. The natural person or persons involved in the creation or development of copyrightable material may negotiate with the provost and arrive at a mutually agreeable contract. The provost consults with the dean or departmental administrator of the department of the natural person or persons involved in the creation or development of intellectual property in drafting these agreements. (For purposes of this policy, "dean" includes persons with equivalent administrative capacities.)

b. Individual Valid Written Agreements concerning copyright ownership, use of copyrighted materials, and distribution of royalties and income from copyrightable works which are entered into by one or more the natural person or persons involved in the creation or development of intellectual property and the provost supersede the provisions of this Section 5300. To be valid, such agreements must (1) comply with the terms of any relevant Grants or Contracts as discussed in Subsection E below, (2) comply with the rules of the UI Board of Regents, (3) comply with UI agreements with the Idaho Research Foundation (IRF), and 4) comply with Idaho state and federal law.

B-6. Use of UI Sponsored Materials. Use of UI Sponsored copyrightable materials under this policy is subject to the following conditions:

a. **Internal Use.** Internal use is use by anyone employed by the UI, or attending the UI as a student, while acting within the scope of his or her employ or academic enterprise, or any agent of UI acting within the scope of his or her agency, either directly or through a grant or contract, or by any UI unit. Internal use of UI Sponsored Materials for the same general purpose for which they were developed, and revision of such materials, do not require the prior approval or notification of any of the natural person or persons involved in the creation or development of the intellectual property. However, for as long as any natural person or persons involved in the creation or development of UI Sponsored Materials remains a UI employee or student, UI promises not to take retaliatory action for the sole reason that such natural person or persons, in a professionally appropriate manner, proposed revisions of the material.

b. **External Use.** External use is any use other than that defined in Subsection B-6-a.

above. Licensing or sale of UI Sponsored Materials for external use must be preceded by a valid written agreement between the natural person or persons involved in the creation or development of intellectual property and UI or the UI's designated agent specifying the conditions of use, and including provisions concerning updating or revision of the materials.

B-7. Protection.

a. Allegations of unauthorized use or copyright infringement of UI Sponsored Materials should be made to the Intellectual Property Committee for investigation. The committee will recommend appropriate action to the provost.

b. If such action is initiated by UI alone or in concert with the natural person or persons involved in the creation or development of intellectual property, the costs are borne by UI or UI's agent. Proceeds from the action in excess of costs are shared as provided in Subsection B-4-b.

c. If the natural person or persons involved in the creation or development of the allegedly infringed material desires to institute a suit and UI decides not to act, UI will cooperate either by assigning to the natural person or persons involved in the creation or development of intellectual property such rights as are necessary for the natural person or persons involved in the creation or development of intellectual property to pursue redress or by some other reasonable method acceptable to UI.. The costs of the suit will be born by the natural person or persons involved in the creation or development of intellectual

property desiring to sue, who will also obtain any monetary relief obtained from the alleged infringer due to the prosecution of the suit.

B-8. Liability. When either UI or the natural person or persons involved in the creation or development of materials copyrighted by UI or its assignee is alleged to have violated personal or property rights, UI or its designated agent assumes responsibility for the defense against such allegation and the satisfaction of any judgment rendered against UI or the natural person or persons involved in the creation or development of intellectual property except insofar as liability of governmental entities is limited by Idaho Code 6-903 as currently written or later amended.

B-9. Waiver. Any person involved in the development of copyrightable materials governed by Section 5300 B waives any claim that otherwise legal use of the material by UI, its agents, employees, distinct units, or IRF creates legal liability by UI, its agents, employees, distinct units, or IRF on any theory of indirect liability for allegedly infringing actions of third parties.

C. PROTECTABLE DISCOVERIES. “Protectable Discoveries,” for purposes of this Section 5300 is defined to include anything which might be protected by utility patent, plant patent, design patent, plant protection certificate, maskwork, or trade secret. All Protectable Discoveries made by UI employees at any of its facilities in the course of programs carried on by UI or made by persons in the course of working on such programs or projects under contracts or agreements with UI belong to UI. The natural person or persons involved in the creation or development of such Protectable Discoveries shall assign to UI all such (1) Protectable Discoveries, (2) applications for legal protection of such Protectable Discoveries, and (3) utility patents, plant patents, design patents, and plant protection certificates resulting from such Protectable Discoveries. Absent an Individual Valid Written Contract to the contrary, any Protectable Discoveries made by UI employees or such other person or persons identified above with the use of facilities (other than library resources, normal office use, incidental use of the UI internet network consistent with UI internet use policy, and other facilities for which the person has paid use fees) owned by UI or made available to it for project or research purposes are deemed to have been made in the course of working on a research program or project of UI.

C-1. Ownership By Other Than UI. A Protectable Discovery made by a person wholly on his or her own time outside of his or her duties at UI and without the use of UI facilities (other than library resources, normal office use, incidental use of the UI internet network consistent with UI internet use policy, and other facilities for which the person has paid use fees) belongs to that person, even though it falls within the field of competence relating to the person's UI position. This provision also allows any Protectable Discovery made by a person in the course of private consulting services carried out by the person in conformance with the UI's policy on professional consulting and additional workload [see [3260](#)] to be assigned to the consulting sponsor.

C-2. IRF and UI Processes. UI and the Idaho Research Foundation (IRF) agree that all Protectable Discoveries made by persons in the course of working on a UI research program or project must be submitted to IRF for acceptance. If a Protectable Discovery is accepted by IRF for development, management, marketing, licensing, or assignment in any manner for the purposes of this policy, UI must cause such property to be conveyed, assigned, or transferred to IRF. IRF has full power to manage such rights and to enter into contracts and licensing concerning such rights, including the right to join in agreements with other nonprofit intellectual

property-management entities. *[rev. 7-97]*

a. Upon submission of intellectual property to IRF, IRF must make a formal written decision to pursue commercialization for that property within three months or return the rights to UI. If IRF does not file for protection of the intellectual property within eighteen months of the date the disclosure was submitted, the rights are returned to UI. If IRF submits a provisional patent application for intellectual property protection, a "full" and non-provisional patent application must be submitted within nine months of the date of the submission of the provisional patent or the rights to the property are returned to UI. The property may remain with IRF for a second eighteen-month period if both UI and IRF agree. *[add. 7-97; ed. 7-98]*

b. The IRF shall submit semi-annual reports, as long as it owns the property, to both the inventor/the natural person or persons involved in the creation or development of intellectual property of and UI on 1) the status of the application until such time that protection is granted, 2) the marketing activities for the property being serviced, and 3) an accounting for funds received from the property. In the event that IRF has been unsuccessful in transferring a property or filing a patent application within three years after its first acceptance, IRF must notify UI in writing and the property shall be transferred to UI. *[add. 7-97]*

c. If IRF determines not to pursue commercialization of a Protectable Discovery that it has accepted it shall re-convey, assign, and transfer the Protectable Discovery back to the University. The University may elect to pursue commercialization of the Protectable Discovery or, subject to controlling federal law, including but not limited 37 CFR 401 "Bayh-Dole"), reconvey, assign and transfer the Protectable Discovery to the person involved in the creation of the intellectual property.

C-3. Proceeds. IRF will make provision to share the net proceeds, management, and licensing of any Protectable Discovery assigned to IRF as follows:

a. Legal and development expenses incurred by IRF constitute a lien on the net proceeds until paid.

b. Absent a valid written agreement to the contrary, the net proceeds in excess of such expenses shall be distributed as follows: 40 percent to the natural person or persons involved in the creation or development of intellectual property; 40 percent to IRF for tax-exempt purposes; and 20 percent to the college or service unit of the natural person or persons involved in the creation or development of intellectual property. At least half of the share allocated to the college or other unit is given to the department of the natural person or persons involved in the creation or development of intellectual property for use in furthering its goals.

C-4. Ownership Questions. Questions as to the ownership of any Protectable Discovery or division of proceeds between persons involved in development of such discoveries and departments are referred in the first instance to the Intellectual Property Committee. The disputes will be decided in accordance with Section 5300(D).

C-5. Provost Reports. As required by rule promulgated by the Regents (IDAPA 08.01.09.03c), the provost shall report two weeks in advance of the state board meeting on patent, copyright, and technology transfer activities that have occurred at the institution since

the prior meeting of the Regents. With respect to patents, that report will also indicate whether employees of the institution or of its research foundation have a financial interest in the company to which the intellectual property was transferred. Terms of any license or technology transfer contract will be made available in confidence upon request for inspection by the Regents.

D. DISPUTE RESOLUTION. From time to time, disputes will inevitably occur concerning ownership of the intellectual property (copyrights, and Protectable Discoveries) contemplated in this Section 5300. Resolution of such disputes shall be achieved by the following procedure:

D-1. Intellectual Property Committee. The Intellectual Property Committee (IP Committee) shall be an Ad Hoc Committee formed when necessary by appointments made by the Provost, in consultation with the Chair of Faculty Council and the President of the Graduate and Professional Student Association (GPSA). Normally the IP Committee shall be composed of five faculty members and two graduate students. The Provost shall appoint the chair from among the faculty members. In the event the GPSA shall fail to appoint one or more student members, the IP Committee may nonetheless be formed by the Provost and conduct business without the GPSA student representatives.

D-2. Recommendation by the Intellectual Property Committee. The IP Committee considers, investigates, and makes recommendations toward resolution of disputes concerning (1) ownership of copyrightable materials and Protectable Discoveries, and (2) allegations of unauthorized use or copyright infringement of UI Sponsored Materials. It reviews all relevant evidence submitted to it before making its recommendation to the provost. The IP Committee's recommendation is to be made no later than 60 days after receiving the matter for consideration. The IP Committee's recommendation is determined by a majority of all its members voting by secret ballot at a meeting at which over one-half its appointed members are present. No member may participate in any matter in which his or her ownership rights are being determined.

D-3. Decision by the Provost. After receiving the recommendation of the IP Committee, the provost makes a decision concerning ownership or infringement. The provost's decision is made no later than 30 days after receiving the IP Committee's recommendation. That decision is transmitted in writing to the natural person or persons involved in the creation or development of the copyrightable material, or Protectable Discovery and to his or her departmental administrator and dean.

D-4. Appeal of the Decision of the Provost. The decision of the Provost may be appealed to the President of the University. Further appeals shall be made as from any other decision of an administrative body under the laws of the State of Idaho in effect from time to time.

E. SPECIAL ARRANGEMENTS FOR FEDERAL, STATE, AND PRIVATE GRANTS. Nothing in this policy shall prevent UI from accepting research grants from, and conducting research for, agencies of the United States upon terms and conditions under applicable provisions of federal law or regulations that require a different disposition of rights in any form of intellectual property. Moreover, nothing herein shall prevent cooperative arrangements with other agencies of the state of Idaho for research. Where receipt of a grant in support of research from any nonprofit agency or group may be dependent upon acceptance of terms and conditions of the established intellectual property policy of the grantor that differ from those stated herein, UI may specifically authorize acceptance of such grant upon such terms and conditions. UI may

also specifically authorize contractual arrangements with an industrial sponsor for different disposition of rights in any form of intellectual property resulting from its sponsored research.

F. **RECORD-KEEPING.** See Section 5500 for record-keeping procedures that are recommended in order to safeguard the property rights of UI or the faculty member in research and potentially patentable results.

FACULTY-STAFF HANDBOOK SECTION 5400 - EMPLOYMENT AGREEMENT
CONCERNING INTELLECTUAL PROPERTY

PREAMBLE: UI uses the following form of employment agreement concerning intellectual property. This section was added to the Handbook in June of 1988 and revised in July of 1992 and given a substantial but temporary revision in April 2003 and given a second temporary revision in April 2005. **And [need to update]** For further information, contact the Technology Transfer Office (208-885-4630) or the Office of the Faculty Secretary (208-885-6151).

ADDITIONAL NOTICE: The UI uses the Memorandum of Understanding form of agreement concerning intellectual property with non-employee students and visitors participating in UI research activities. This allows the non-employee student to participate in the UI's intellectual property income distribution program (FSH 5300) while protecting the interests of the faculty, staff, student, and UI. This section was added to the Handbook in May 2003. For further information, contact the Research Office (208-885-6651).

Employment Agreement Regarding Intellectual Property
Between
The University of Idaho and _____

As an employee of the UI of Idaho (UI), I acknowledge that I am subject to the policies and rules of the Regents of the University of Idaho (Regents) published at the Idaho State Board of Education's website <http://www.idahoboardofed.org/policies/index.asp> and to the policies and procedures of the UI as published in the UI Faculty-Staff Handbook, and the UI Administrative Procedures Manual.

Pursuant to those policies, I hereby agree to the following:

A. With regard to Protectable Discoveries (which include discoveries potentially protectable as a utility patent, plant patent, design patent, plant variety protection certificate, maskwork, and trade secret):

A-1. I understand that under UI policy FSH 5300, the UI owns all Protectable Discoveries made by UI employees at any of its facilities in the course of projects or research programs carried on by UI or made by persons in the course of working on such programs or projects under contracts or agreements with UI. I will exercise my best efforts in notifying the UI Research Office of potentially Protectable Discoveries conceived or first reduced to practice in whole or in part in the course of my UI responsibilities. If in doubt about the protectability of a discovery, I will confer with the UI's Research Office.

A-2. I will exercise my best effort in notifying the UI Research Office of potentially Protectable Discoveries conceived or first reduced to practice in whole or in part through the use of UI resources when that use is more than incidental (FSH 5300). Again, if in doubt as to what is incidental use I will confer with the UI's Research Office.

A-3. I agree to collaborate with the UI in the assignment of rights, title and interests in

such Protectable Discoveries, as required by the policies of the Regents and the UI, .

A-4. I will exercise my best efforts in providing relevant documentation and participate in actions to complete the assignment of rights, title and interests in such Protectable Discoveries.

A-5. I will refrain from actions which jeopardize UI's potential rights, including any action which might create a statutory bar preventing grant of patent on an otherwise patentable invention. I recognize that publication, public use, sale or offering for sale of such Protectable Discovery may create a statutory bar. When in doubt, I will consult with the UI's research office.

B. I acknowledge that some of the copyrightable materials that I create may be the property of the UI as explained in FSH 5300 B. I acknowledge that I have read these provisions and agree to them. I will cooperate with reasonable requirements of the UI to promptly assign or confirm in writing any possible right I might otherwise have in any copyrightable work when such right belongs to UI according to FSH 5300 B.

C. I agree to inform all students and visiting scholars wishing to participate in my UI research programs, about the UI "Memorandum of Understanding Regarding Research Participation and [UI Intellectual Property Rights](#)" available from the [Technology Transfer Office](#) and about [FSH 2300](#) - Article II.2 Student Code of Conduct. I will not allow any student or visiting scholar to participate in my UI research program who has not signed a copy of the "Memorandum of Understanding Regarding Research Participation and UI Intellectual Property Rights" or an alternative document negotiated between the Research Office and the individual.

D. Attached to this agreement are 1. a Disclosure of Invention Work in Progress, and 2. a Disclosure of Prior Contracts (together the "Disclosures"). The Disclosures set forth inventions and/or work with prior employers or firms with which I currently consult that may be Protectable Discoveries. The work referenced in the Disclosures is excluded specifically from UI ownership claims so long as no UI facilities (other than library resources, normal office use, incidental use of the UI internet network consistent with UI internet use policy, and other facilities for which the person has paid use fees) are used in further development of the works referenced in the Disclosures.

E. I acknowledge that I am under no consulting or other obligation to any third person, organization or corporation that is in conflict with this Intellectual Property Agreement with respect to rights to Protectable Discoveries or copyrightable materials. **[NOTE - Any individual who believes that s/he cannot comply with this provision must contact the University Research Office and Idaho Research Foundation]**

Signature Title

Printed Name Date

**Memorandum of Understanding
Regarding Research Participation
And
UI Intellectual Property Rights**

This memorandum of understanding is entered into by _____, a student at the University of Idaho (“participant”), _____, a professor/researcher at the University of Idaho (“faculty”), and the Regents of the University of Idaho (“Regents”).

The participant is involved in research activities or enrolled in _____, which may involve working on research or design projects. These activities or projects may or may not result in the development of intellectual property in which the University of Idaho (“UI”) and/or a sponsor may have a proprietary interest.

Therefore, it is important that the participant, faculty, and the UI have a full understanding of the participants rights and obligations regarding these proprietary interests, and intellectual property. This memorandum sets forth the understanding of the parties.

- a. The participant acknowledges receipt of copies of the relevant intellectual property policies of the Regents and the UI.

- b. The participant agrees to promptly disclose any discoveries s/he makes that may be protectable under any intellectual property theory, including patent and copyright.

- c. The participant has the right to submit any thesis, dissertation, or other academic product based upon or resulting from his/her work as part of the fulfillment of the requirements for obtaining an undergraduate, masters, or doctoral degree from the UI resulting from collaboration with the UI provided that such submission is done in a manner that does not create a statutory bar to the later grant of patent rights in an otherwise Protectable Discovery.

- d. In exchange for the opportunity to participate in these projects and the right to receive royalties, the participant agrees to assign his/her right, title, and interest in any research or other project outcome, including intellectual property rights, derived from the participant’s work in this class or research activities to the UI. This assignment vests rights in the UI as provided for in the UI’s intellectual property policies and is subject to the participant’s right to share in royalties in the same manner as employees of the UI.

Participant _____ Date _____

Supervising Faculty _____ Date _____

DISCLOSURE OF INVENTION WORK IN PROGRESS

This disclosure is made this ___ day of _____, 20 __, as part of that Employment Agreement Regarding Intellectual Property between The University of Idaho (UI) and _____, a student or employee of UI (the "Inventor"), dated this ___ day of _____, 20 __. This Disclosure lists all inventions and developments of the Inventor made prior to employment by, or matriculation as a student at, UI. The UI acknowledges that the inventions and developments listed below constitute the property of the Inventor or the party with whom the Inventor has contracted. A brief description of each invention is provided.

<u>INVENTION</u>	<u>DATES OF WORK</u>	<u>RIGHTS OWNED BY</u>
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DISCLOSURE OF PRIOR CONTRACTS

This disclosure is made this ___ day of _____, 20___, as part of that Employment Agreement Regarding Intellectual Property between The University of Idaho (UI) and _____, a student or employee of UI (the “Inventor”), dated this ___ day of _____, 20 __. This Disclosure lists all contractual obligations of the Inventor entered into prior to employment by, or matriculation at, UI. The UI acknowledges that prior contracts that remain in effect may be honored by the Inventor. A brief description of each contract is provided below. The types of contracts listed below include, but are not limited to, employment, non-disclosure, non-compete, and fiduciary obligations.

COMPANY OR PERSON

TYPE OF CONTRACT

RELEVANT TERMS