

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5179438

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JOSEPH MANNION	09/12/2017
RECEIVING PARTY DATA	
Name:	OAK RIDGE ASSOCIATED UNIVERSITIES, INC.
Street Address:	100 ORAU WAY
City:	OAK RIDGE
State/Country:	TENNESSEE
Postal Code:	37830
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16155143
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	864-271-1592
Email:	USDOCKETING@DORITY-MANNING.COM
Correspondent Name:	DORITY & MANNING, P.A.
Address Line 1:	POST OFFICE BOX 1449
Address Line 4:	GREENVILLE, SOUTH CAROLINA 29602-1449
ATTORNEY DOCKET NUMBER:	SRNS-145 (SRS-18-022)
NAME OF SUBMITTER:	ANAND K. PATEL
SIGNATURE:	/anand k. patel/
DATE SIGNED:	10/09/2018
Total Attachments: 3	
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Oak Ridge Associated Universities

**AGREEMENT COVERING NON-PUBLIC INFORMATION,
DATA, AND INTELLECTUAL PROPERTY**

THIS AGREEMENT made between me, whose signature is affixed at the end of this document (also referred to as "Employee"), and Oak Ridge Associated Universities, Inc., a Tennessee not-for-profit corporation (hereinafter called the "Corporation"). The Corporation has developed, uses, or is in the possession of non-public information vital to the success of its business, and in conjunction with work it undertakes with other companies. Generally, Employee may be granted access to, furnished with or become acquainted with this non-public information in order to fulfill job responsibilities. Further, depending on job assignments and responsibilities, Employee may contribute to the non-public information through inventions, discoveries or improvements, or through studies, analyses, proposals, business plans or otherwise. Therefore, it is necessary for the Corporation to protect certain of this non-public information by holding it as proprietary or confidential, or by obtaining statutory protection (patents, trademarks, copyrights) or common law protection (trade secrets).

For the purpose of this Agreement, the following definitions apply:

Intellectual Property: an invention, discovery, improvement, or copyrightable work

Non-public Information: information that is generally held in secret and protected from disclosure which includes (1) personally identifiable information (PII) such as social security account numbers; (2) personal information not rising to the level of PII but that is not generally available to the public, such as the contact information for a research participant; (3) Proprietary Commercial Information; and (4) Proprietary Technical Information.

Proprietary Commercial Information: includes existing and contemplated business, marketing and financial information such as, for example and without limitation, business plans and methods, marketing information, cost estimates, forecasts, financial data, bid and proposal information, customer identification, and sources of supply.

Proprietary Technical Information: includes information such as, for example and without limitation, compositions, formulas, products, processes, methods, systems, designs, specifications, testing or evaluation procedures, machines, manufacturing procedures, production techniques, research and development activities, inventions, discoveries, and improvements.

IN CONSIDERATION of my engagement and/or employment by the Corporation, and the salary, wages or other remuneration paid to me or benefits provided to me during such engagement and/or employment, I do hereby agree as follows:

A. Non-Public Information

1. I will not during or after my employment discuss, disclose or divulge to any other person or entity any Non-public Information of the Corporation, of the Government, or of others unless authorized by the Corporation and necessary to perform my job duties.
2. I will not use Non-public Information for my personal use or advantage.
3. The above restrictions do not apply to
 - a. Information that is in the public domain at the time of receipt or becomes part of the public domain after receipt through no fault of the Employee; and
 - b. Information that is subject to release under applicable law.

B. Intellectual Property:

1. I agree to disclose promptly and fully to the Corporation any Intellectual Property that has been or may be conceived or made by me, solely or jointly with others, during the period of my employment with the Corporation and
 - a. which are along the lines of or relate to the business, work or investigations of the Corporation or of any entity with which the Corporation is affiliated at the time; or
 - b. which result from or arise out of any work that I may do for or on behalf of the Corporation or of others.
2. I agree to make the disclosure referenced in B.1. above whether the Intellectual Property arose at the Corporation or while I was assigned to another entity in the course of my employment with the Corporation.
3. All of the above-referenced Intellectual Property shall be the sole and exclusive property of the Corporation.
4. I hereby assign to the Corporation all of my right, title and interest in the Intellectual Property.
5. In order that public disclosure of inventions, discoveries or improvements will not adversely affect the patent interests of the Corporation or the U.S. Government, I will secure approval from the Corporation for release or disclosure of any information concerning such inventions, discoveries or improvements prior to such release or public disclosure.

C. Execution of Documents:

1. I agree to execute documents for the benefit of the U.S. Government or the Corporation or its assigns, nominees, or successors evidencing the assignment of my right, title or interest to the Corporation of:
 - a. any Intellectual Property described in paragraph B above;
 - b. any patent applications that result;
 - c. all priority rights acquired under the International Convention for Protection of Industrial Property by filing such applications; and
 - d. all patents that may be granted therefore throughout the world.
2. I further agree during and after my employment to sign all lawful papers and otherwise assist without charge in every lawful way the U.S. Government or the Corporation or its assigns, nominees, or successors at its or their request to obtain and sustain such patents for its benefit in any and all countries.

D. Copyrightable Works Produced Under Funding From the United States Government:

If any copyrightable work was created under a contract with the United States, and absent any agreement to the contrary, I or the Corporation will obtain for or grant to the U.S. Government and to its officers, agents, servants, employees and others acting on its behalf, who are acting within the scope of their official duties, a royalty-free, non-exclusive, irrevocable license on behalf of the Government to reproduce, prepare derivative works, and perform and display publicly said copyrightable material.

E. Records and Documents:

1. All drawings, designs, computer software, specifications, technical, scientific, and medical records, data and memoranda of every description relating to or containing Proprietary Commercial Information or Proprietary Technical Information of the Corporation or of the U.S. Government, and which are prepared or created by me during my employment, are deemed to be the property of the Corporation or the U.S. Government.
2. The Corporation or the U.S. Government shall have the right to use and disseminate, and authorize others so to do, any and all of said above materials and information without any claim on my behalf.
3. Upon termination of my employment, I agree to leave all such records, documents and writings, and all copies thereof, with the Corporation.

F. Notice of Rights Under State Statute.

No provision in the Agreement is intended to require assignment of any of my rights in an invention for which no equipment, supplies, facilities, or trade secret information of the Corporation was used, and which was developed entirely on my own time; and (1) which does not relate to the business of the Corporation or to the actual or demonstrably anticipated research or development of the Corporation; or (2) which does not result from any work performed by me for the Corporation.

G. Legally Binding Agreement:

This Agreement shall be binding upon me, my heirs, assigns, executors, or other legal representatives, and shall be binding upon and inure to the benefit of the Corporation, its assigns, nominees, or successors; however, neither this Agreement nor any provision thereof shall be construed to be an employment agreement. I agree that, either during or after my employment, the Corporation may advise others of the existence of the Agreement and the provisions of all or any part thereof.

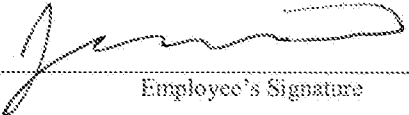
H. Prior Inventions:

Listed and briefly described on the reverse side are all inventions not previously assigned to my previous employers, and which I conceived and made prior to my employment with the Corporation. Such listed inventions are not included under this Agreement. I agree to notify the Corporation promptly in writing if their actual or projected use comes to my attention.

I. Fraud, Waste and Abuse Disclosures:

Nothing in this agreement shall be construed as restricting an employee from lawfully reporting fraud, waste, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

EMPLOYEE


.....
Employee's Signature

Joseph Mannion
.....
Employee's Name (printed or typed)

9/12/17
.....
Date