



EXHIBIT B
SPECIAL INTELLECTUAL PROPERTY ASSIGNMENT
AND CONFIDENTIALITY AGREEMENT
for Students Enrolled in Course # Projects

1.0 General Representations

I am a student at the University of Illinois at Urbana-Champaign, an academic unit under the Board of Trustees of the University of Illinois (“Illinois”), enrolled in the for-credit course (“Course”) for the term under the direction of (“Faculty”) in the Gies College of Business’ Action Learning Program. I make the following representations:

1.1 I understand that a company (“Company”) has agreed to provide me an opportunity to participate in a Course project designed to give me experience in solving real-world product and market development problems (“Project”), as further described in the associated Project Proposal signed between the Company and Gies College of Business for this semester.

1.2 I am not an employee of Company, and I understand that I do not become an employee of Company by participating in the Project or by signing this agreement.

1.3 My participation in the Project is for academic credit and is of considerable value to me in furthering my education, training, and research goals.

1.4 I represent that I am at least 18 years of age and that I am voluntarily signing this agreement with full understanding of its contents. I understand that this is a legal document that is binding on me, my heirs, and my representatives.

1.5 I represent that I will not plagiarize or knowingly infringe on the rights of third parties, including but not limited to those of my fellow students and my instructors, in my performance of the Project.

1.6 I represent that I will not use Illinois-owned intellectual property including inventions, software, or copyrightable materials in the development of Project.

1.7 In consideration for the opportunity to participate in the Project, I agree to the following.

2.0 Intellectual Property Assignment

2.1 I will attempt to address the issues presented in the Project and will provide Company with a final written report summarizing the Project (“Results”). I understand that the Results and any original works of authorship that I create solely or jointly with other students, faculty advisor, and/or teaching assistants in the course of performing the Project, including business and technical information or software that I develop in performance of the Project (“Copyrightable Materials”), are the property of Company.

2.2 By signing this agreement, I agree to promptly notify Company of any potentially patentable inventions and discoveries that I conceive of or reduce to practice as a result of my participation in the Project (“Inventions”).

2.3 I will transfer and assign to Company all rights and interests that I may have, if any, in the Inventions and Copyrightable Materials and acknowledge that Illinois reserves the right to use the Inventions and Copyrightable Materials for internal educational purposes.

2.4 I understand that Company may later patent and commercialize the Inventions and Copyrightable Materials and that I will not be entitled to receive any financial benefit, including royalties, from Company or Illinois in connection with the Inventions or with my participation in the Project.

2.5 I will cooperate with Illinois and Company and their agents to complete and sign any other documents that may be reasonably required in order to accomplish the purposes of this agreement. I understand that I will be included as an inventor in any resulting patent sought by the company, and I understand that my responsibilities to cooperate in the patenting process under this agreement will continue after completion of the course and possibly after my association with Illinois.

3.0 Confidential Information

3.1 I understand that, in order for me to participate in the Project, Company may want or need to provide me access to information that Company has identified and marked as proprietary and confidential (“Confidential Information”). I understand and acknowledge that Confidential Information may include Company’s pre-existing intellectual property.

3.2 Unless Company provides me prior written authorization to the contrary, I will keep all Confidential Information secret for three years from the date I received it ("Confidentiality Period"). I agree to not transfer or disclose Confidential Information to any third party, including but not limited to any disclosure in the form of abstracts, manuscripts, presentations, publications, posters, posting on websites, or use in a job interview. I also promise not to use the Confidential Information for any purpose other than this Project.

3.3 I understand that Confidential Information does not include information that: (a) is in the public domain prior to Company's disclosure to me; (b) becomes public knowledge through no action of mine; (c) is properly obtained by me from a third party not under a confidentiality obligation to Company; (d) the Company releases or expressly authorizes me, in writing, to release; or (e) I am required by law to disclose.

3.4 If at any time during the Confidentiality Period I want to disclose to prospective employers, whether in writing or by oral presentation, any information associated with the Project, including portions of the Results, I will submit a draft of my proposed disclosure to Company's designated representative for review at least 30 days prior to the intended disclosure. If Company notifies me in writing no later than seven calendar days after receiving the draft that the draft contains a potentially patentable disclosure or Confidential Information, I will cooperate with Company to protect the identified information from unwanted or improper disclosure.

3.5 I understand that Company may require me to delay my disclosure for no longer than two months in order to file for patent protection and that Company may require me to delete Confidential Information before I can proceed with any disclosure.

4.0 Legal Effect and Liability

4.1 I understand that the assignment of intellectual property is a binding legal agreement and that I have the right to seek independent legal advice at my own expense prior to signing this agreement. I acknowledge that I have been given the opportunity to seek legal counsel prior to executing this agreement.

4.2 I understand that any breach of this agreement or misuse of Company's Confidential Information or intellectual property, is outside the scope of the Course, the Project, and the extent of my activities as a student or agent at Illinois. Such a breach means I will not be covered by Illinois' self-insurance policy and will be solely responsible for my actions, providing any legal defense, and any damages caused by such breach or misuse.

This agreement is effective on the date of last signature below.

STUDENT

Signature

Date: _____

Printed Name: _____