

5. Unless otherwise agreed in writing with Tufts:

- (a.) I will not disclose to Tufts or use in my work at Tufts any proprietary information of any of my prior employers or of any third party without having explicit permission to do so from such prior employer or third party, such information to include, without limitation, any trade secrets or confidential information with respect to the business, work or investigations of such prior employer or other third party; and
- (b.) The assignment set forth in Paragraph 1 above shall be deemed to include any ideas, writings, or Intellectual Property of my own which are incorporated into research, work product or other activity included in Paragraph 1 above. Inventions previously conceived, even though a patent application has been filed or a patent issued, are subject to this Agreement if they are actually first reduced to practice under the circumstances included in Paragraph 1 above).

6. I will at all times comply with Tufts policies and procedures as detailed on the Tufts University website (www.tufts.edu/about/policies), as they may be changed or updated from time to time, including the IP Policy (<http://techtransfer.tufts.edu/resources/tufts-policies/intellectual-property-policies/>).

This Agreement replaces all previous agreements relating in whole or in part to the same or similar matters that I may have entered into with Tufts. It may not be modified or terminated, in whole or in part, except in writing signed by an authorized representative of Tufts. Discharge of my undertakings in this Agreement will be an obligation of my executors, administrators, or other legal representatives or assignees.

Furthermore, I represent that, except as identified on pages attached hereto: (i) I have not executed any agreements with or incurred any obligations to others in conflict with the foregoing; and (ii) I will not, while bound by this Agreement, enter into any other agreements, or otherwise incur any obligations, that conflict with the foregoing.

I am at least 18 years of age.

Witness' Signature

Your Signature (include full first name)

Witness' Printed Name

Return to: Tufts Office for Technology Transfer and Industry Collaboration, 136 Harrison Ave., Boston, MA 02111