

MESA UNIFIED SCHOOL DISTRICT

COPYRIGHT AND INVENTION ASSIGNMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 200__ by _____.

In consideration of my employment or continued employment by Mesa Unified School District #4 (the "District") and the compensation to be paid to me by the District from time to time, I hereby represent, warrant and agree as follows:

1. I have read and understand the Governing Board Policy (GBQB) and the related Administrative Regulation (GBQB-R) of the District and agree to comply with all of the provisions thereof.
2. I understand and agree that the District shall retain the copyright to any original work of authorship which I may from time to time prepare within the scope of my employment with the District. I agree to place a copyright notice in the following form on all such works:

"Copyright, (insert year), Mesa Unified School District #4"

3. I hereby assign and transfer to the District all right, title and interest in any Inventions (as defined below) which I may from time to time conceive, develop or reduce to practice, either alone or with others, during my employment by the District. I agree to disclose any such Inventions to the District promptly in writing. When requested, and at the District's expense, I agree to assist the District or its designee in efforts to protect any such Inventions, including without limitation by taking any of the following actions:
 - a) making application in the United States and foreign countries for a patent,
 - b) executing documents of assignment to the District or its designee; and
 - c) executing such other documents and rendering such other assistance as the District may reasonably request in order to protect the rights of, or vest title in, the District or its designee with respect to any such Inventions.

Each of my obligations hereunder shall survive the termination of my employment to the extent such obligations relate to Inventions made or conceived by me during my employment. I have prepared and attached to this Agreement a list of all Inventions made or conceived by me prior to my employment with the District which shall be excluded from this Agreement, or if no such list is attached, I hereby represent and warrant that there are no such Inventions.

4. As used in this Agreement, "Inventions" means all inventions, discoveries, concepts and ideas, and the expressions of all concepts and ideas, whether or not patentable or copyrightable, including without limitation articles, processes, methods, formulas, systems and techniques, as well as improvements thereof and know-how related thereto.
5. Notwithstanding any provision hereof to the contrary, this Agreement shall not apply to any Invention which I may develop entirely on my own time and without the use of the District's facilities, materials or equipment.

6. I understand that this Agreement is not a contract of employment and shall not be construed to create any right to be hired by, or to continued to be employed by, the District. All references in this agreement to my employment by the District shall be deemed to refer to my initial or current term of employment and any subsequent renewal thereof.
7. This Agreement constitutes the entire agreement among the parties and supersedes all prior and contemporaneous agreements and understandings of the parties with respect to the subject matter hereof. No supplement, modification or amendment of this Agreement shall be binding and enforceable unless executed in writing by the parties hereto.
8. The invalidity or unenforceability of any particular provision, or any part thereof, of this Agreement shall not affect the other provisions hereof and this Agreement shall be continued in all respects as if such invalid or unenforceable provision were omitted.
9. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective heirs, executors, administrators, personal representatives, successors and permitted assigns of the parties to this Agreement.
10. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Arizona.
11. In the event an action or suit is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to the payment of reasonable attorneys' fees and costs, as determined by the judge of the court.

IN WITNESS WHEREOF, I have executed this Agreement as of the date first written above.

Employee Signature

ACCEPTED AND APPROVED:

Mesa Unified School District #4

By: _____

Title: _____