

## EXHIBIT A

### **Employee Acknowledgment and Agreement [Employee Services Agreement between the University of Kansas Center for Research, Inc., and the University of Kansas]**

The undersigned, as a condition to providing services to the University of Kansas Center for Research, Inc. ("KUCR"), under that certain Employee Services Agreement (the "Agreement") between KUCR and the University of Kansas (the "University"), a copy of which is available at HR/EO or online at [https://documents.ku.edu/policies/Human\\_Resources/EmployeeServicesAgreement\\_KU\\_KUCR.pdf](https://documents.ku.edu/policies/Human_Resources/EmployeeServicesAgreement_KU_KUCR.pdf) hereby agrees as follows:

(a) To comply with all applicable laws and regulations of the State of Kansas and the regulations, policies and procedures of KUCR and the University of Kansas, and to comply with and perform all training, review, and other requirements of the KUCR and the University of Kansas.

(b) That through employment with the University and by virtue of the Agreement, Employee owes a duty of loyalty to KUCR and to the University of Kansas.

(c) That Employee will not, at any time, directly or indirectly, divulge to any person, firm, organization or corporation, except to KUCR and the University, and their respective officers, directors, employees, representatives or agents or as otherwise reasonably required in connection with the performance of Employee's duties on behalf of KUCR, any Confidential Information (as defined below) acquired by Employee in performing services for or on behalf of KUCR. "Confidential Information" shall mean any business plans, strategies or other information belonging to KUCR or relating to KUCR's affairs, including without limitation all trade secrets, unpublished proprietary and other information of KUCR, whether or not invented, discovered, developed, originated or created by Employee, for KUCR business or purposes or any present or proposed services or programs of KUCR, and any and all records, data and information of KUCR, including, supplier information, price lists, financial data, program development, and marketing plans or strategies. Confidential Information does not, however, include any information that has entered or enters the public domain through no fault of Employee.

(d) That Employee will make no use whatsoever, directly or indirectly, of Confidential Information obtained in the course of Employee's assignment to KUCR, except use in the performance of Employee's assignment to KUCR and only as reasonably required in connection therewith.

(e) That upon KUCR's request at any time and for any reasonable reason whatsoever, Employee will deliver to KUCR any materials (including all copies thereof) in Employee's possession that contain or relate, directly or indirectly, to Confidential Information obtained in the course of Employee's assignment to KUCR.

(f) That all inventions, developments or improvements made by Employee in the scope of Employee's performance of services for KUCR, either alone or in conjunction with others, at any time or at any place during the term of Employee's performance of services for KUCR, whether or not reduced to writing or practice during such term, which relate to the business in which KUCR is engaged or in which KUCR intends to engage, shall be subject to the Board of Regents and University policies on Intellectual Property and to any existing agreement between the University and the Employee.

(g) That all copyrightable work by Employee created in the scope of Employee's performance of services for KUCR is intended to be "work made for hire" as that term is defined in Section 101 of the Copyright Act of 1976, as amended and shall be the property of the University.

Each of the capitalized terms appearing above, unless otherwise defined herein, shall have the same meaning as provided in the Agreement.

\_\_\_\_\_  
Printed Name \_\_\_\_\_

Date: \_\_\_\_\_