

**ADDENDUM TO MEMORANDUM OF UNDERSTANDING
BETWEEN**

**AND
UNIVERSITY OF SOUTH ALABAMA**

In recognition of the mutual benefits derived from scholarly interaction, University of South Alabama, in Mobile, Alabama, United States of America, and _____ have agreed to establish student exchange arrangements. This Addendum is made a part of the Memorandum of Understanding (the "MOU") signed between both institutions on _____, 20____.

The parties anticipate engaging in collaborative and/or research activities as part of the exchange program, and therefore agree to add the following provisions to the MOU:

Sample Exchanges	All materials exchanged under the MOU shall be clearly identified by the providing party and shall remain the property of the providing party. The receiving party agrees to: (i) <u>not</u> transfer such materials to third parties (without prior written consent of providing party); (ii) use the materials only for the agreed upon purpose; and (iii) not use in humans.
Methods developed & Shared	Any unpublished research and/or business methods shared between the parties shall remain confidential (unless otherwise agreed in writing by the parties or required by law). Any research and/or business methods developed jointly by the parties shall be owned equally, with each party having the right to practice such methods/techniques for non-commercial, research, and/or academic purposes.
Collaborative Research	Unless otherwise agreed, each party shall provide their own funding for any research collaboration work contemplated under this MOU, <u>and</u> each party agrees to perform such work in accordance with all applicable academic standards, laws, and regulations.
Intellectual Property	Rights, title, and interest in and to inventions, discoveries, and/or creations (whether patentable, copyrightable, or otherwise) arising out of the MOU (" Intellectual Property ") and developed solely by a party's faculty, staff, or students shall vest solely with that party and will be subject exclusively to that party's intellectual property policies. Otherwise, the parties shall jointly own Intellectual Property and agree to share any revenues resulting from commercialization of such Intellectual Property commensurate with each parties' relative contribution thereof.
Data Sharing	Each party under the MOU will have an unrestricted free right to use the report and any data, results, and information arising out of the MOU (the " Results ") with the acknowledgement that parties will use such Results in a manner consistent with this MOU and preserving the patentability of any Intellectual Property developed hereunder. All Results of the MOU shall represent good faith interpretations of accurately reported data.
Publication	The parties acknowledge each other's strong institutional policies favoring the retention of publication rights and dependence upon publication as an

	essential means of intellectual exchange. Given the collaborative nature of this MOU, it is anticipated that the parties will publish Results in a joint publication.
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It is understood by the parties that all terms and conditions of the existing Agreement will remain unchanged except for the specified terms and conditions as stated in this Addendum. The terms of this Addendum supersede any conflicting terms in the Agreement.

IN WITNESS WHEREOF, the parties have signed this Amendment in their official capacities as of the day and year listed below.

Institution: _____ University of South Alabama
By: _____
Name: _____ G. Scott Weldon
Title: _____ VP, Finance & Administration
Date: _____ Date: _____

University of South Alabama

Dr. Richard Carter
Associate Vice President, Global Engagement
Date: _____