

UNIVERSITY OF SOUTH ALABAMA

STUDENT RESEARCH PARTICIPATION AGREEMENT

I, _____ ("STUDENT"), acknowledge and agree that the University of South Alabama ("USA") has policies relating to various forms of intellectual property/tangible research materials that I may develop, discover, or produce, while I am participating in one or more of the following types of research:

- (a) Research in the course of employment or affiliation with the University.
- (b) Research conducted in University laboratories as part of a post-baccalaureate or postdoctoral degree or non-degree program.
- (c) Research that is directly related to the student's employment or research responsibilities at the University.
- (d) Research performed under a grant or other sponsorship, or faculty-directed research or work.

Intellectual property and tangible research materials are defined as: (a) inventions, discoveries, know-how, research data, research methods, and/or protocols ("Intellectual Property"); and (b) laboratory notebooks, chemical compounds, biological materials, research tools ("Tangible Research Materials), hereinafter collectively referred to as ("Research Property").

Therefore, consistent with the terms of my participation in the conduct of Research in USA laboratories as part of one of the above-listed types of research ("Research") under the direction of the USA faculty member named below, I agree as follows:

1. I do hereby assign to USA or its designee all my right, title and interest in and to Intellectual Property arising out of the Research. Further, I will do all things necessary and appropriate on my part, at USA's expense, to execute and deliver all documents required to further confirm, prove or complete such assignment.
2. I will cooperate fully with USA or its designee, during and after my affiliation with USA, in the preparation and prosecution of patent applications or other similar protective measures based on Intellectual Property generated during the course of the Research and in the preparation and execution of all documents necessary to obtain, maintain, and enforce protection thereon.
3. I agree not to disclose any unpublished Research Property relating to the Research to any third party without the prior written consent of USA and to only use such Research Property in support of the Research. I agree that my use of Research Property is subject to, and that I will comply with all USA policies, including but not limited to, the Guidance on Research Conducted Remotely.
4. I agree that Faculty Member has the right to publish Intellectual Property arising out of the Research, without restriction due to my involvement in the Research.

5. I agree not to transfer or remove any Tangible Research Materials from USA's premises without the prior written consent of USA.

6. This Agreement embodies the entire understanding between USA and STUDENT with respect to Research Property, and supersedes any previous oral or written agreements. This Agreement may be amended only in a writing mutually agreed upon by both parties and is not assignable. This Agreement is binding upon all parties and governed by Alabama law.

7. This Agreement is made effective as of the first date of my affiliation with the Research or upon signing of this Agreement, whichever occurs first.

Faculty Member: _____

College: _____

Department: _____

Student Signature

Student J #

Date