

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. To the extent I participate in the following types of research: (a) in the Course of Employment or Affiliation with the University, or (b) in the conduct of research in University laboratories as part of a post-baccalaureate or postdoctoral degree or non-degree program, or (c) resulting from work directly related to the student's employment or research responsibilities at the University, or (d) from work performed under a grant or other sponsorship, or faculty-directed research or work, resulting intellectual property/tangible research materials shall be the property of the University.

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:

Faculty Member: _____ College: _____ Department: _____

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 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 I agree not to disclose any unpublished Intellectual Property relating to the Research to any third party without the prior written consent of USA and to only use such Intellectual Property in support of the Research.
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 any Tangible Research Property 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 supercedes 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.

STUDENT Signature

Date

Student J#