

STUDENT INTELLECTUAL PROPERTY AGREEMENT

In order that the University of South Alabama ("USA") may fulfill its mission as an educational institution legal and its contractual obligations to sponsors of research, and in consideration of my participation in *faculty-directed* research projects at USA as a student, research assistant or intern, I ("STUDENT") agree:

1. I do hereby assign to USA or its designee all my right, title and interest in and to all inventions, patents, copyrights, software, or other discoveries ("INTELLECTUAL PROPERTY") that arise from my participation in (*insert description of specific research project*) ("PROJECT") as directed and supervised by (*insert faculty name, title and department*) ("FACULTY MEMBER"). 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 protective measures on INTELLECTUAL PROPERTY and in the preparation and execution of all documents necessary to obtain, maintain, and enforce protection on INTELLECTUAL PROPERTY.
3. I acknowledge that during the course of my participation in the PROJECT, certain information, data, or results from the PROJECT may be provided to me or developed which may be considered confidential by USA or the FACULTY MEMBER ("CONFIDENTIAL INFORMATION"). Any such CONFIDENTIAL INFORMATION will be clearly identified as such. I shall maintain confidentiality of such information unless I receive written permission to disclose it. CONFIDENTIAL INFORMATION shall not include information:
 - a. that is or becomes generally available to the public through no fault of STUDENT; or
 - b. was already in the lawful possession of another entity at the time of its disclosure by STUDENT; or
 - c. is received by STUDENT in good faith from a third party who discloses such information on a non-confidential basis and is not bound by any obligation of secrecy or confidential relationship to USA; or
 - d. is independently developed by the STUDENT outside of the scope of the PROJECT.
4. USA and its employees have the right, without restriction due to any involvement of STUDENT in this PROJECT, to publish in academic publications any information developed in the course of the PROJECT.
5. This Agreement embodies the entire understanding between USA and STUDENT with respect to PROJECT INTELLECTUAL PROPERTY, and supercedes any previous oral or written agreements. It may be amended only in writing and is not assignable. This Agreement is binding upon all parties and governed by Alabama law.
6. This Agreement is made effective as of the first date of my affiliation with the PROJECT or upon signing of this Agreement, whichever occurs first.

Student Name (Type or Print)

Student Signature and Date
