



STUDENT PARTICIPATION AGREEMENT
(For Use with Sponsored Course Projects – Assignment of Intellectual Property to Clemson University)

I, _____ [Student Name], hereby agree to assume the role of a Participant in the project (the “Project”) described as:

_____ [Describe Project/Activity. Include Course Number.] and agree to the terms and conditions listed below:

1. Rights and Obligations. As a Participant, I agree to perform research and related tasks in furtherance of the goals of the Project, as directed by the Project Supervisor or Course Instructor, _____ [Project Supervisor/Course Instructor Name]. I understand that in order to participate in the Project, I must sign this Participation Agreement. If I choose not to sign this Participation Agreement, I cannot participate in the Project. For courses required for graduation, if I choose not to sign this Participation Agreement, the Project Supervisor/Course Instructor will provide an alternate project that does not require this Participation Agreement.
2. Term. Unless otherwise agreed in writing, this Agreement shall begin on the date of my signature below and shall terminate upon completion or termination of the Project. I understand and agree that I am free to terminate my participation in the Project at any time. Paragraphs 4, 5, and 6 of this Agreement shall survive termination.
3. Consideration. I understand and agree that the education and knowledge that I receive during my participation in the Project shall be deemed as full and complete consideration for the work I perform thereunder. Further, I do not expect, nor will I at any time expect or demand, any other consideration for the work I perform as it relates to the Project, including, without limitation, fees, royalties, dividends, or any other monetary consideration, unless I am a Creator, as defined in the Clemson University Intellectual Property Policy (the “Policy”), of Clemson University owned intellectual property and, in that event, I will receive a Creator’s share of any revenue received by Clemson University in accordance with the Policy.
4. Ownership. As a Participant, I hereby assign and agree to assign to Clemson University any and all intellectual property, work product, data, results, drawings, specifications, or any other tangible or intangible materials used or developed as a result of the Project. I understand that Clemson University may be obligated to transfer ownership of or license rights to intellectual property developed pursuant to this Project to a third party sponsoring or cooperating in the Project. I agree to execute any documents necessary to transfer ownership to Clemson University or to any person or entity to which Clemson University directs me to transfer ownership, and further to execute any other documents that may be necessary for Clemson University to protect any assigned intellectual property.

I agree to comply with the Policy and will disclose any intellectual property that I may create pursuant to this Project to Clemson University, or its designee, in accordance with the Policy. I understand and agree that I have no rights of ownership, now or in the future, in or to any intellectual property, work product, data, results, drawings, specifications, or any other tangible or intangible materials used or developed as a result of the Project.

5. Publication. Notwithstanding paragraph 4 above, I understand that if I am the author of a thesis or dissertation or other work of academic authorship, such as an article for publication in a scholarly or professional journal, that incorporates intellectual property, work product, data, research, or other tangible or intangible materials used or developed as a result of the Project, I will be entitled to publish the dissertation or other work of authorship but will be required to comply with any delays and any restrictions on the disclosure of confidential information as required by the agreement(s) between Clemson University and any third party sponsoring or cooperating in the Project. I understand that any such publication may preclude protection of any intellectual property contained therein.

6. Complete Agreement. This Agreement embodies the complete agreement and understanding governing my participation in the Project. I understand and agree that if a third party sponsors or cooperates in the Project, Clemson University and the third party may enter into a Non-Disclosure Agreement in order to exchange confidential information for performance of the Project. As a Participant in the Project covered by this Non-Disclosure Agreement or any other agreements between Clemson University and the third party, I understand and agree that I will be required to acknowledge the terms and conditions of such agreement(s) and to comply with all terms and conditions governing the Project.

7. Governing Law. This Agreement shall be governed by the laws of the State of South Carolina.

I HAVE CAREFULLY READ THIS STUDENT PARTICIPATION AGREEMENT AND HAVE HAD SUFFICIENT TIME TO SEEK EXPLANATION OF THE PROVISIONS CONTAINED ABOVE. AFTER CAREFUL CONSIDERATION, I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT.

By Participant:

Participant's Permanent Address:

Signature

Date

Email: _____

Phone: _____

I am a parent or legal guardian of the student who is younger than 18 years of age. By signing below, I agree to the terms and conditions of the agreement on behalf of the student.

Parent/Legal Guardian

Date

Acknowledged by:
Project Supervisor/Course Instructor

Signature

Printed Name

Date