

## Attachment B

### Participation Agreement

#### \_\_\_\_\_ Project Participation and Assignment Agreement

As a condition of my participation in the course, \_\_\_\_\_, I agree to observe all class rules, institutional policies and procedures applicable to such participation. I further agree to make every reasonable effort, commensurate with the responsibilities assigned to or assumed by me in connection with my participation in this class, to perform the obligations and requirements associated with the class. In connection with my participation in the class, I specifically understand and agree, to the best of my knowledge and abilities, to the following:

1. This project is not related to any other sponsored project agreement, a thesis or dissertation in which I am a principal and does not compromise obligations to any other constituent of the institution including other students or faculty.
2. I will make complete and systematic notes and records relating to the project, including full and accurate descriptions of all experiments, observations, data, results, discoveries, inventions, designs, models, works of authorship (including computer software), mask works and the like; maintain and preserve such notes and records and models, samples, databases, software, etc.; make them available for inspection and use at the request of NC State or a unit or agent thereof; and, upon request, deliver them to NC State or a unit or agent thereof at the conclusion of my participation in the class;
3. I will not engage in activities that may constitute or result in infringement of any patent, copyright, right of privacy or other legal right obtained during my participation in class;
4. I will observe institutional restrictions regarding publicity and use of NC State's identity and/or marks.
5. For a period of three (3) years from the date of disclosure, I will maintain confidential proprietary information and data derived there from supplied by Sponsor, by NC State, or by my colleagues participating in the Project, when identified in writing as being proprietary, in confidence and will not disclose such information to others without the prior written consent of Sponsor or NC State.
6. I agree to submit disclosures of discoveries, inventions, designs, works of authorship (including computer software), mask works and any other intellectual property resulting from my participation in the above-named class which may be legally protectable promptly to the NC State Office of Technology Transfer. I also understand that, under North Carolina law and NC State's Policy on Patents and Copyrights, intellectual property created by me through the use of NC State research funding, facilities and/or

equipment during my participation in the Project is owned by NC State and/or the Sponsor.

7. I further understand that should NC State receive revenues from the licensing of any NC State intellectual property of which I am an inventor or creator under NC State's Policy on Patents and Copyrights, I will be treated as an NC State employee and receive a portion of such revenues according to NC State's Policy on Patents and Copyrights.
8. In consideration for being allowed to participate in this Project, I hereby assign to the University, or to the Sponsor if directed to do so by the University, any and all rights and title that I may personally have in such discoveries, inventions, designs, works of authorship, items and in any patents, copyrights, mask work protection, etc. covering the same. I agree to fully cooperate with NC State University's Office of Technology Transfer in preserving and perfecting these legal rights by affixing appropriate copyright notices, executing necessary documents and otherwise, including refraining from premature public disclosure which might jeopardize such legal rights.
9. To the extent relevant, I will provide the Sponsor with a copy of relevant materials I may use in future demonstrations of my talents and marketability (such as a portfolio) to prospective employers.
10. This agreement shall be governed by the laws of the State of North Carolina.

I have read this Agreement, understood its contents, and executed it of my own free will.

Student:

\_\_\_\_\_ Date: \_\_\_\_\_

Printed name: \_\_\_\_\_

For Graduate Students – Major Advisor or Committee Chair:

\_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Course Instructor of Record:

\_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Course Identification: \_\_\_\_\_