

VOLUNTEER RESEARCHER AGREEMENT

In consideration for being allowed by NC State to participate in research located in the lab or property located at _____ (hereinafter “research activities”) the undersigned volunteer researcher (“Volunteer”) hereby agrees as follows:

Liability, Release, and Indemnification. Volunteer will be supervised by faculty and staff from NC State. There is a safety plan, safety instructions, as well as other safety training which Volunteer agrees to review or take prior to beginning the research activities.

Volunteer’s participation in the research activities is for their own personal benefit. Volunteer acknowledges that they have voluntarily elected to participate in the research activities, and desires to do so at their own risk. Volunteer further agrees to assume responsibility for all damages, losses, and personal injury to others that is partially or completely due to their fault. Furthermore, Volunteer will be responsible for the proper care of all equipment and property used by or entrusted to them.

Volunteer acknowledges that there are potential risks of injury and even death from participating in the research activities. Volunteer agrees to assume responsibility for all risks to themselves and their property, and agrees to indemnify and hold harmless NC State, its trustees, officers, employees, and agents from any and all negligence, claims, damages, costs (including attorney’s fees), and liability arising from or related to the Volunteer’s research activities at the university. Volunteer further agrees to accept and assume for themselves, their assigns, executors, and heirs any and all such risks and losses that may occur.

Intellectual Property. As a volunteer, Volunteer hereby assigns to NC State all right, title, and interest for any and all inventions, including work product, data, results, drawings, specifications, or any other tangible or intangible materials used or developed as a result of their participation in the research activities. Works of authorship and contributions to works of authorship subject to copyright including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of Volunteer’s participation in the research activities are hereby agreed to be “works made for hire” within the meaning of NC State’s Copyright Regulation (REG 01.25.03) and 17 U.S.C. 201. If NC State is not able to obtain copyright ownership under the statutory provisions for “work made for hire,” then Volunteer hereby assigns to NC State the copyright in such works and contributions. (the above inventions and works of authorship collectively referred to as “Intellectual Property” herein)

Volunteer understands that NC State may be obligated to transfer ownership of Intellectual Property developed pursuant to the research activities to a third-party sponsoring or cooperating on the project. Volunteer agrees to execute any documents necessary to transfer ownership to NC State or to any person or entity to which NC State directs Volunteer to transfer ownership.

Volunteer agrees to comply with NC State’s Patent and Tangible Research Policy (POL 10.00.01) and Copyright Regulation and will promptly disclose any Intellectual Property to NC State’s Office of Technology Commercialization and New Ventures (“OTCNV”). Volunteer agrees and understands that they have no rights of ownership, now or in the future, in or to any Intellectual Property, used, developed, or created as a result of the research activities.

Publication. Notwithstanding paragraph above, Volunteer understands that if they are the author of a work of academic authorship, such as an article for publication in a scholarly or professional journal, or the creator of a new design that incorporates the Intellectual Property, Volunteer acknowledges that they must seek permission from OTCNV to publish the work or to disclose their design work to a prospective employer.

Volunteer understands that NC State will assist them in working with the sponsoring third-party to prepare a non-proprietary version of the publication or design that can be published or disclosed to prospective employers to demonstrate Volunteer's expertise, but that NC State must comply with the terms of its contract with the sponsor which could require a delay in publication/disclosure in order to file for Intellectual Property protection. Volunteer acknowledges that they may be required to remove any confidential information from the publication or disclosure.

Confidentiality. Volunteer understands that, in connection with the research activities, they may have access to the confidential information of the sponsoring third-party and/or NC State, including but not limited to technical, experimental and business information, such as research plans, tools, technologies, materials and research results (collectively "Confidential Information"). Volunteer agrees that they will use the Confidential Information solely in the performance of their assigned duties within the scope of the research activities.

Volunteer must maintain the confidentiality of the Confidential Information in accordance with the obligations of any research agreement entered into between NC State and the third-party. Volunteer agrees to protect the confidentiality and security of the information, and keep the information in confidence and not share, copy, discuss or otherwise disclose in any format (e.g. verbal, written, paper, electronic, digital or video) the confidential information with any unauthorized person, group or department, inside or outside of the university, without the express written consent of NC State. These obligations shall continue for three (3) years from the date of disclosure of Confidential Information.

If Volunteer is unsure about the confidentiality of any record or information or their ability to legally disclose information, Volunteer agrees to ask their supervisor (who in turn may consult with the Office of General Counsel) before disclosing any information. Volunteer understands that any breach of confidentiality may subject them to disciplinary action, and possibly dismissal from the research activities.

This agreement is given freely in exchange for the valuable learning experience. Volunteer acknowledges that they have read and agree to the terms of this Agreement, and understands that this agreement is given in consideration for their participation in research activities.

Volunteer Signature: _____ Date: _____
[printed name]

Parent/Guardian Signature: _____ Date: _____
(if under 18 years old)