

RELEASE AND CONFIDENTIALITY AGREEMENT for Volunteers 16-17 Years of Age

This Agreement is entered into by and between _____, a student of _____ ("INSTITUTION"), individually and through his/her parent or legal guardian ("PARENT/GUARDIAN"), referred to as ("STUDENT"), and the Board of Regents of the University of Oklahoma, Health Sciences Center located at 865 Research Parkway, URP865-450, Oklahoma City, OK 73104-3609, on behalf of _____ ("PRINCIPAL INVESTIGATOR") (together referred to as "UNIVERSITY"). This Agreement is effective on the date when executed by the last party hereto to sign below.

WHEREAS, STUDENT wishes to participate in a Research Education Opportunity with OUHSC Faculty Mentors Program ("PROGRAM"), including those activities and experiences set forth in the Volunteer-Mentor Research Experience Form and incorporated by reference herein; and

WHEREAS, UNIVERSITY and PRINCIPAL INVESTIGATOR possess and will possess certain valuable and confidential information and data ("INFORMATION") during the Research Education Opportunity with Program; and

WHEREAS, such INFORMATION is considered by UNIVERSITY and/or third parties to be confidential and to constitute a valuable asset; and

WHEREAS, UNIVERSITY is willing to disclose or permit access to ("disclose") such INFORMATION to STUDENT during STUDENT's participation in PROGRAM at the UNIVERSITY.

NOW THEREFORE, the parties agree as follows:

1. After execution of this Agreement, UNIVERSITY may disclose to STUDENT certain INFORMATION. As a condition of participation in the PROGRAM, STUDENT shall accept and hold such INFORMATION in confidence. All INFORMATION shall be considered "CONFIDENTIAL," whether communicated orally or in writing.
2. Without prior written consent of UNIVERSITY, STUDENT shall not disclose INFORMATION to any third party, permit any third party to have access to any INFORMATION, or use such INFORMATION for any purpose other than as set forth in this Agreement. Such limitation of disclosure shall pertain to, but not be limited to, disclosure for the purpose of the STUDENT's participation in the PROGRAM at the UNIVERSITY.
3. The confidentiality obligations assumed by STUDENT shall not apply to any INFORMATION that STUDENT can clearly demonstrate falls within any of the following categories:
 - (a) Information which was in the public domain prior to disclosure by the UNIVERSITY or which subsequently comes into the public domain through no fault of STUDENT, in either case as evidenced by documents which were generally published prior to such disclosure; or
 - (b) Information that STUDENT can demonstrate by means of presently existing prior written records to have been already known or within STUDENT'S legitimate possession; or
 - (c) Information received in good faith by STUDENT from a third party that was lawfully in possession of the information and had the unrestricted right to disclose the same; or
 - (d) Information that STUDENT can demonstrate by means of written records to have been independently developed by the STUDENT without the aid, application or use of the INFORMATION person(s) who have not had access to the INFORMATION; or
 - (e) Information that is required to be disclosed by operation of law.STUDENT must inform UNIVERSITY immediately of and prior to any required disclosure so that UNIVERSITY may take necessary steps to protect INFORMATION.

Any developments, creations, know-how, inventions or the like made or conceived by STUDENT during the PROGRAM belong to the UNIVERSITY. UNIVERSITY also shall retain copyright to any publications and copyrightable materials resulting from work by STUDENT under this Agreement. STUDENT is not allowed to publish material related to this PROGRAM experience without UNIVERSITY's prior written approval.

4. UNIVERSITY does not make any representation or warranty regarding the accuracy or completeness of the INFORMATION. PARENT/GUARDIAN and STUDENT agree UNIVERSITY, its officers, agents, and employees shall not have any liability to STUDENT arising from the disclosure of INFORMATION under this Agreement and STUDENT and PARENT/GUARDIAN shall indemnify and hold harmless UNIVERSITY, its officers, agents, and employees from any claims arising from STUDENT's use of INFORMATION.

5. Except as specifically provided in this Agreement, no license or any other right to use or incorporate the INFORMATION is granted to STUDENT. INFORMATION disclosed by UNIVERSITY to STUDENT shall remain UNIVERSITY'S property unless otherwise agreed as provided herein, and any documents furnished to STUDENT by UNIVERSITY or any excerpts, notes or copies made therefrom containing such INFORMATION shall be promptly returned to UNIVERSITY upon termination of STUDENT'S PROGRAM at the UNIVERSITY, or sooner if requested by UNIVERSITY. Neither party shall be entitled to assign its rights hereunder without the express written consent of the other party.

6. PARENT/GUARDIAN and STUDENT acknowledge that STUDENT is taking part in PROGRAM activities of STUDENT'S own free will and own initiative. PROGRAM activities may include laboratory bench research activities and/or clinical research activities.

7. PARENT/GUARDIAN and STUDENT acknowledge that STUDENT is aware that participating in the above described PROGRAM may result in injury, including but not limited to, injury to the body, general health, and well-being. In consideration of the UNIVERSITY'S permitting STUDENT to participate and to engage in all activities related to PROGRAM, STUDENT hereby voluntarily assumes all risks associated with these activities and agrees to waive, release, exonerate, save harmless and indemnify the UNIVERSITY, the Board of Regents, its officers, members, agents, servants and employees from any and all liability, claims, causes of actions or demand of any kind and nature whatsoever which may arise by or in connection with STUDENT'S participation in the above PROGRAM.

8. PARENT/GUARDIAN and STUDENT acknowledge that there are certain risks of physical injury or illness associated with the PROGRAM. Further, PARENT/GUARDIAN and STUDENT recognize and acknowledge the potential risks and dangers involved in such PROGRAM and its related activities including travel and transportation associated with the activity and any related field trips and other PROGRAM activities which may include personal injury, death, and/or property damage. PARENT/GUARDIAN and STUDENT acknowledge and hereby state that STUDENT'S participation in this PROGRAM is entered into as a free and voluntary act and is in no way connected with any course credit or requirements of the UNIVERSITY.

9. PARENT/GUARDIAN and STUDENT acknowledge that they have read the UNIVERSITY'S rules stated herein or as otherwise advised at the time of PROGRAM, and as published on the University's websites, <http://ouhsc.edu/provost/FacultyHandbook.asp>, <http://staffhandbook.ou.edu/Default.aspx>, <http://www.admissions.ouhsc.edu/handbook/StudentHandbook.pdf> and www.ou.edu/home/misc.html and understand and agree that STUDENT shall abide by all University and PROGRAM rules and policies. Failure to comply with the applicable rules or any other rule established by the PROGRAM may result in STUDENT'S immediate removal from the PROGRAM. If STUDENT will be working with or near research animals, PARENT/GUARDIAN and STUDENT acknowledge that STUDENT must comply with all animal research policies and practices, specifically including the Institutional Animal Care and Use Committee's Policy 122.

10. PARENT/GUARDIAN and STUDENT recognize that UNIVERSITY does not assume responsibility or liability for - including costs and attorney's fees – any accident or injury or damage resulting from any aspect of participating in the PROGRAM. The UNIVERSITY is not liable for any special, incidental, or consequential damages arising out of or in connection with any aspect of participation in the PROGRAM.

11. PARENT/GUARDIAN and STUDENT understand that the UNIVERSITY, from time to time produces promotional material relating to its programs. PARENT/GUARDIAN and STUDENT understand that as a participant and/or a spectator at the PROGRAM that STUDENT may be included in videotapes or photographs taken during the PROGRAM. Therefore, without reservation or limitations, PARENT/GUARDIAN and STUDENT hereby assign, transfer and grant to UNIVERSITY, its successors, assignees, licensees, sponsors, any television networks, and all other commercial exhibitors the exclusive right to photograph and/or videotape the STUDENT and to utilize such videotapes and photographs and STUDENT'S name, face likeness, voice and appearance as a part of the PROGRAM, in advertising and promoting the PROGRAM or in advertising and promoting similar future events at no charge.

12. PARENT/GUARDIAN certifies that the above and foregoing matter has been fully explained and STUDENT, and PARENT/GUARDIAN, do hereby release all liability, indemnify and covenant not to sue as set forth in the body of the RELEASE above. Further, PARENT/GUARDIAN and STUDENT do hereby give consent and authorize said PROGRAM, UNIVERSITY and its agents, representatives and employees to secure emergency medical treatment for said STUDENT while said STUDENT is in attendance at said PROGRAM at UNIVERSITY and PARENT/GUARDIAN is responsible for any and all costs associated with the transportation and treatment.

13. PARENT/GUARDIAN will immediately report any injuries sustained by STUDENT as a result of the PROGRAM and of any inappropriate behavior experienced by STUDENT related to the PROGRAM. PARENT/GUARDIAN and STUDENT also understands and agrees that should any issues of sexual misconduct, harassment or assault occur, those will immediately be reported those to Department/Program Director _____ as well as the University's Sexual Misconduct Officer, Kathleen Smith at 405-325-2215 or www.ou.edu/home/misc.html

14. PARENT/GUARDIAN and STUDENT certify that if STUDENT has any special medical considerations, including food or other allergies, those have been communicated in writing to the PROGRAM supervisor. The terms hereof shall serve as release and assumption of risk by STUDENT and PARENT/GUARDIAN for STUDENT, STUDENT'S heirs, estate, executor, administrator, assignees and all members of STUDENT'S family.

15. This Agreement contains the entire understanding between the parties with respect to the matters contemplated herein and supersedes all previous written and oral negotiations, commitments, and understandings. This Agreement cannot be altered or otherwise amended except pursuant to an instrument in writing signed by each of the parties and making reference to this Agreement. This Agreement shall inure to the benefit of and be binding upon the parties and their agents, successors and permitted assigns.

16. A valid waiver of any term or condition of this Agreement must be in writing.

17. If any court of competent jurisdiction holds any part of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall remain in effect.

18. A facsimile or electronic signature by either party to this Agreement shall be sufficient to indicate acceptance of its terms and obligations.

19. This Agreement shall be governed by the laws of the state of Oklahoma, without giving force and effect to its choice of law provisions. Any legal action in connection with this agreement shall be filed in a court of competent jurisdiction in the State of Oklahoma, to which jurisdiction and venue PARENT/GUARDIAN and STUDENT expressly agrees.

20. The undersigned represent that they are authorized to execute this Agreement and legally bind their respective parties.

21. STUDENT shall comply with the PROGRAM requirements and the policies of the UNIVERSITY at all times during the PROGRAM and be responsible for his/her own negligent and intentional acts and omissions.

As the STUDENT is a minor, this Agreement is signed by PARENT/GUARDIAN who, by signing below, accepts the terms of this Agreement for and on behalf of the STUDENT and him/herself and agrees to require STUDENT to comply with these terms. PARENT/GUARDIAN understands he/she is giving up substantial rights that they and/or the STUDENT would otherwise have to recover damages for any loss occasioned by UNIVERSITY's fault, and signs this RELEASE voluntarily and without inducement.

AGREED:

STUDENT's PARENT/LEGAL
GUARDIAN

BOARD OF REGENTS OF THE
UNIVERSITY OF OKLAHOMA

Date

Lisa C. Asch, MS, MPH, CRA Date
Associate Director
Office of Research Administration

READ AND ACKNOWLEDGED

READ AND ACKNOWLEDGED

MINOR STUDENT Date

Program Director Date

Mentor Date