

**RELEASE AND CONFIDENTIALITY AGREEMENT  
for Students Over 18 Years of Age**

This Agreement is entered into by and between \_\_\_\_\_, a student of \_\_\_\_\_ ("INSTITUTION") 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.

WITNESSETH

WHEREAS, UNIVERSITY and PRINCIPAL INVESTIGATOR possess and will possess certain valuable and confidential information and data ("INFORMATION") during the Research Education Opportunity with OUHSC Faculty Mentors PROGRAM ("PROGRAM"), (SPECIFY ACTIVITY"); 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.

4. 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.
5. STUDENT acknowledges 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.
6. STUDENT acknowledges that STUDENT is aware that participating in the above described PROGRAM/ACTIVITY 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 the 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/Activities.
7. STUDENT acknowledges that there are certain risks of physical injury or illness associated with the ACTIVITY/PROGRAM. Further, STUDENT recognizes and acknowledges 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. STUDENT acknowledges and hereby states that his/her participation in this ACTIVITY/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.
8. STUDENT acknowledges that he/she has read the UNIVERSITY'S rules stated herein or as otherwise advised at the time of the ACTIVITY, 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](http://www.ou.edu/home/misc.html) and understands and agrees to abide by all University and ACTIVITY rules and policies. Failure to comply with the applicable rules or any other rule established by the PROGRAM/ACTIVITY may result in STUDENT'S immediate removal from the PROGRAM/ACTIVITY. STUDENT waives any claim for refund or any other contract right upon removal.
9. STUDENT recognizes 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 ACTIVITY. 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/ACTIVITY.
10. STUDENT understands that the UNIVERSITY, from time to time produces promotional material relating to its PROGRAMS. STUDENT understands that as a participant and/or a spectator at the PROGRAM/ACTIVITY that STUDENT may be included in videotapes or photographs taken during the PROGRAM/ACTIVITY. Therefore, without reservation or limitations, STUDENT hereby assigns, transfers and grants to UNIVERISTY, 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 ACTIVITY/PROGRAM, in advertising and promoting the ACTIVITY/PROGRAM or in advertising and promoting similar future events at no charge.

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

12. STUDENT will immediately report any injuries sustained as a result of the ACTIVITY/PROGRAM and of any inappropriate behavior experienced by STUDENT related to the ACTIVITY/PROGRAM. STUDENT also understands and agrees that should any issues of sexual misconduct, harassment or assault occur, those will immediately be reported those to PROGRAM SUPERIOR as well as the University's Sexual Misconduct Officer, Kathleen Smith at 405-325-2215  
or [www.ou.edu/home/misc.html](http://www.ou.edu/home/misc.html) .

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

14. UNIVERSITY does not make any representation or warranty regarding the accuracy or completeness of the INFORMATION. STUDENT agrees UNIVERSITY, its officers, agents, and employees shall not have any liability to STUDENT arising from the disclosure of INFORMATION under this agreement and STUDENT shall indemnify and hold harmless UNIVERSITY, its officers, agents, and employees from any claims arising from STUDENT'S use of INFORMATION.

15. 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.

16. 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.

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

18. 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.

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

20. 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 STUDENT expressly agrees.

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

22. 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.

AGREED:

BOARD OF REGENTS OF THE  
UNIVERSITY OF OKLAHOMA

\_\_\_\_\_  
STUDENT SIGNATURE      Date

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

READ AND ACKNOWLEDGED

\_\_\_\_\_  
PROGRAM Director      Date

\_\_\_\_\_  
Mentor      Date