Acknowledgement of Publication and Intellectual Property Rights Restrictions and Other Non-standard Terms in a Sponsored Research Agreement

**Project Title:**

**Project Sponsor:**

**Proposal Number:**

**Project Term:**

**Principal Investigator(s):**

**Publication Restrictions:**

**Intellectual Property Issues:**

**Termination Issue:**

**Payment Issue:**

**Governing Law Issue:**

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The undersigned acknowledge that the sponsor of the referenced project has imposed specific restrictions on the University’s customary and usual rights in a sponsored research agreement.

University Intellectual Property Policy states that it is the University’s right and policy to retain ownership of all legal rights in products of University research for the above described research effort. Per the request of the principal investigator along with the concurrence the department and college, USC agrees to relinquish some or all rights in intellectual property to the Sponsor as described in the terms and conditions of the attached agreement. By signing below, IPO, the Principal Investigator, the Department Chair and the College Dean agree to this assignment of rights and will advise any USC employee or student involved in the project of this requirement. It is understood that such assignment will most probably eliminate any possibility of licensing revenues and royalty distributions from inventions or technology created by USC personnel in the course of the sponsored research. By Federal Law (37 CFR 401), if there is any federal grant funding of this project, these rights can not be relinquished.

The Department of \_\_\_\_\_\_\_\_\_\_\_\_\_ and the College of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ acknowledge that they may be a party to reimbursement of any additional expenses imposed on USC as a result of the request that USC agree to the above terms that vary from those normally accepted in sponsored research agreements.

It is understood that this agreement does not establish a precedent for future agreements with this principal investigator, this sponsor, or with the academic units involved in this decision. The PI agrees to abide by these restrictions and further affirms that no USC student shall be impeded in his/her progress to graduation by the publication restrictions in this project.

If there are students involved in this project, they must also sign this form under their own volition and without any coercion.

Principal Investigator \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Student \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Student \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Department Chair \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dean/Institute Dir. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IP Office \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_