

3. The Faculty Inventor represents that he is the only inventor of the Invention. The Faculty Inventor further agrees that if other individuals contribute to the Invention, then those additional contributions will be contingent upon the Faculty Inventor obtaining agreements assigning full ownership and control of those additional contributions to the Faculty Inventor without cost to AU. The Faculty Inventor hereby grants to AU and other non-profit and government institutions a perpetual irrevocable, non-exclusive, non-transferable, royalty-free license to practice said Invention internally for educational and research purposes only.

4. Faculty Inventor agrees to indemnify and hold AU and its trustees, directors, officers, employees and affiliates harmless from and against any and all claims, demands, losses or causes of action related in any way to the production, marketing or commercialization of the Invention.

5. Payment checks shall be made payable to "Auburn University" and payments and correspondence sent to:
Director
Office of Technology Transfer
570 Devall Drive
Auburn, AL 36832

6. Faculty Inventor understands that said Invention is being assigned to him for his own personal activities. AU does not have any responsibility to further develop the Invention, and AU shall not be obligated to expend any additional funds, equipment, facilities or other resources. Faculty Inventor agrees not to use any AU funds, equipment, facilities, or other resources to patent, market, license, sell or otherwise commercially develop said Invention after execution of this Agreement without AU's prior written approval and full reimbursement of the costs of such use. The foregoing notwithstanding, Faculty Inventor is free to perform continued research relating to the Invention. The rights of Faculty Inventor and AU in any improvements to the Invention that fall outside that described in Exhibit A or new inventions stemming from this continued research that fall outside that described in Exhibit A will be governed by the terms of the Auburn University Patent Policy.

7. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, AU, ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, AND AFFILIATES MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY OF PATENT RIGHTS CLAIMS, ISSUED OR PENDING, AND THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A REPRESENTATION MADE OR WARRANTY GIVEN BY AU THAT THE PRACTICE BY FACULTY INVENTOR OF THE INVENTION GRANTED HEREUNDER SHALL NOT INFRINGE THE PATENT RIGHTS OF ANY THIRD PARTY. IN NO EVENT SHALL AU, ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES AND AFFILIATES BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGE OR INJURY TO PROPERTY AND LOST PROFITS, REGARDLESS OF WHETHER AU SHALL BE ADVISED, SHALL HAVE OTHER REASON TO KNOW, OR IN FACT SHALL KNOW OF THE POSSIBILITY.

8. This Agreement may not be assigned without the prior written mutual consent of the parties.

9. This Agreement shall be governed by the laws of the State of Alabama.

IN WITNESS WHEREOF, this release and assignment has been duly executed by AU and the Faculty Inventor as of the date set forth below.

FACULTY INVENTOR

AUBURN UNIVERSITY

By: _____
Name : _____

By: _____
Name: John M. Mason
Title: Associate Provost and
Vice President for Research

Date: _____

Date: _____