

Exhibit A

Student Disclosure Agreement

This agreement is between the University, an institution of higher education located at _____, Company, a corporation with its principle place of business at _____ and Student, a graduate student in the _____ Department at the University.

Whereas, in order to govern the relationships among the University, its faculty and staff, and Company and to avoid or manage any conflicts of interest that may arise by virtue of these relationships, the University and Company entered into a Memorandum of Understanding executed on _____; and

Whereas, the Student desires to accept an employment position with Company and also proposes to enroll in courses at University.

Now, therefore, the parties agree as follows:

The following conditions shall apply to the employment of the student by Company during the period beginning _____ and ending _____.

1. The student is free to accept or reject an offer of employment by Company and may terminate this employment at any time.
2. The manner in which the student performs his/her duties while an employee of Company and the voluntary or involuntary termination of his/her employment shall bear no relation to his/her status as a student of the University or the evaluation of his/her academic performance.
3. Employment with Company will not affect consideration of the student for a subsequent appointment as a graduate assistant or for other University financial support.
4. Employment with Company will not contribute to progress towards a degree.
5. University employees shall not be involved in any way in the supervision of the student or the evaluation of his/her performance while he/she is acting as an employee of Company.
6. There will be no overlap between work performed by the student in his/her capacity as an employee of Company and the work he/she performs at the University on research projects sponsored by Company.
7. The student will receive monetary compensation for his/her work at Company. The student shall not be compensated through the issuance of shares of stock or stock options.

8. Company agrees that it does not intend, by virtue of the employment of the student, to acquire intellectual property rights that would otherwise be owned by the University.
9. Company shall disclose to the University the terms of employment and the nature of the work to be performed by the student. This disclosure will assure that work performed by the student will not continue, derive or carry forward work performed previously at the University as sponsored research.
10. A copy of this agreement shall be provided to the CHAIR of the _____ Department, who shall advise the student concerning any issues that may arise in connection with his/her Company

Student

Date

Professor

Date

Company

Date

Chair

Date

Chair, Graduate Studies Committee

Date