**Special Intellectual Property Agreement Form for Students**

*[****Overview:*** *For use when assigning Intellectual Property to College]*

Set forth below are my rights and responsibilities regarding intellectual property I create as a student at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**General Rule**. Any intellectual property (such as undergraduate theses, inventions, discoveries, creations and new technologies) conceived or first reduced to practice by me as a student at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“College”) as a work product (including homework assignments, laboratory experiments, special and independent study projects) of a “for credit” course (including SUBJ \_\_\_\_\_\_,\_\_\_\_\_\_\_, \_\_\_\_\_\_, \_\_\_\_\_\_, \_\_\_\_\_\_\_, and \_\_\_\_\_\_) will be owned by me. The College does not claim ownership of such intellectual property.

**Special Situations**. Situations may occur in certain courses where students are presented with the opportunity to participate on projects or activities in which the ownership of any resulting intellectual property must be assigned either to the College or to a sponsoring entity (such as a company) as a condition of the student’s participation. Students are never obligated to participate in projects or activities that require the assignment of the student’s intellectual property to the College or to another entity. In these situations students will always be presented with two options: 1) to participate in projects or activities that do not require the student to assign their intellectual property or 2) to participate in projects or activities that require the student to assign their intellectual property.

The student’s grade and/or evaluation of performance in the course will not be affected by the student’s decision to participate or not to participate in projects or activities requiring the assignment of the student’s intellectual property. Students should understand that the assignment of intellectual property is a binding legal agreement and that they have the right to seek independent legal advice at their own expense prior to signing this agreement. Students may obtain free legal consultation through the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Assignment of Rights. I agree as a condition of my participation in

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[identification/description of project/activity requiring the assignment of intellectual property]

in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [course number]

to assign and do hereby assign to the College all rights that I may acquire in inventions, discoveries or rights of patent that are conceived or first actually reduced to practice by me as a result of my participation. I agree to inform the College of any intellectual property that I may develop and to cooperate with the College, at College’s expense, to obtain a patent or patents upon any invention or discovery conceived or first reduced to practice by me. Right to Receive Royalties. I understand that if I assign my intellectual property rights to the College, then \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will manage the intellectual property under current College policy and will share resulting royalties, if any, with me in accordance with College policy as it applies to intellectual property created by College employees. \_\_\_\_\_\_\_\_\_\_\_ shall be solely responsible for patenting and commercialization of the intellectual property, consistent with College policy, as may be amended from time to time, and shall have sole right and responsibility to determine the extent of United States and foreign patent prosecution, maintenance, enforcement and defense relating to the intellectual property. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ is under no obligation to use other than reasonable efforts currently in practice in the future marketing or licensing of the intellectual property.

Cooperation with Patenting Process. I agree to make myself available to patent attorneys, to sign all papers, take all rightful oaths, and perform all acts which may be necessary, desirable or convenient for fulfilling this assignment and for securing and maintaining patents to the intellectual property in any and all countries and for vesting title thereto in \_\_\_\_\_\_\_\_\_\_\_\_\_, its successors, assigns and legal representatives. I understand that my responsibilities under this agreement will continue after completion of the project, activity, course and my association with the University.

This agreement is effective upon the latest date of signature.

**A parent or legal guardian signature is required for students younger than 18 years of age:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

Parent/Legal Guardian Date

**College Student**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Student Name Date

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ACKNOWLEDGED:**

**Course Instructor/Project Supervisor**

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Name Date

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(Printed Name)