

## **Intellectual Property Agreement Form for Students**

**For Use When Assigning Intellectual Property to Sponsor**

**Undergraduate Level Coursework ONLY**

As an NDSU student, over eighteen years of age\*, I enter into this agreement freely for my participation in an undergraduate course.

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

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

Project Title (the "Project"): \_\_\_\_\_

Project Sponsor (the "Company") \_\_\_\_\_

**GENERAL RULE:** I understand that NDSU policy 190 would normally control how the ownership of intellectual property that I create as a student at NDSU is determined.

However I also understand that under certain circumstances, opportunities are presented to students to participate in an undergraduate level course that requires the participating students to assign any and all copyright and other intellectual property rights to a company in exchange for the opportunity to work directly with that company on a real world problem.

This particular course offers the Project (as described above) which requires students to transfer their intellectual property to Sponsor.

I understand that I am not required to assign my rights in order to fulfill the requirements of this course and have been offered alternative projects for completion of course requirements.

I understand that my grade and/or evaluation of performance in the course will not be affected by my decision to participate or not to participate in projects or activities requiring the assignment of the my intellectual property.

I understand that the assignment of intellectual property form is a binding legal agreement and I was advised that I have the right to seek independent legal advice prior to signing the agreement.

I have reviewed the Project and in exchange for such opportunity to participate in the performance of the Project and other rights as set forth herein, I agree to inform Company of any intellectual property that I develop in the performance of the Project (the "Work").

I agree that all Work shall be the property of Company and all right, title and interest in the Work shall vest in Company and shall be deemed to be a work made for hire. To the extent that title to the Work may not, by operation of law, vest in Company or the work may not be

considered work made for hire, all right, title and interest in the Work is hereby irrevocably assigned to Company by me. The Work shall belong exclusively to Company, with Company having the right to obtain and hold in its own name, patents, copyrights and or other protections as may be appropriate to the subject matter.

I will cooperate with Company, at Company's expenses, to obtain any legal protection Company desires to obtain on the Work.

I understand that by assigning my intellectual property rights to Company that I will remain an inventor or author/creator (as applicable), however Company will manage the intellectual property and can develop or dispose of such intellectual property as Company sees fit. I understand that I will not receive any financial benefit from the intellectual property unless agreed to with Company in a separate agreement.

I understand that the Company needs to be apprised of the Project's progress, and as a result, NDSU may share information about my participation in the Project with Company. I consent to permitting NDSU to discuss my participation in the Project with the Company.

I understand that I am permitted to disclose and discuss the general nature of the Project in resumes, job interviews, advanced degree applications and the like so long as I do not disclose any Company proprietary information.

I have read and understand the terms of this agreement and voluntarily enter into such.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014.

Student signature: \_\_\_\_\_

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

Date of Birth\*: \_\_\_\_\_

Permanent Address: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

WITNESSED BY:

Faculty/Student Advisor: \_\_\_\_\_

Print name: \_\_\_\_\_

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

\*NOTICE: Any student that is under the age of 18 at the time this *Intellectual Property Agreement Form for Students* is submitted must also have a parent/guardian accept the contract terms and conditions by completing this page of the assignment contract.

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As the parent/guardian of the above-noted student, I assert that I have read, understand and hereby agree to the terms and conditions of this *Intellectual Property Agreement Form for Students* which will effectively assign all rights that the student or I may acquire by the student's participation in the Project.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014.

Minor Student Name: \_\_\_\_\_

Parent/Guardian signature: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

WITNESSED BY:

\_\_\_\_\_

Print name: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTE:** Attach Project Description to this Form

\_\_\_\_\_ For Internal Use Only \_\_\_\_\_

The original signature document shall be provided to the Sponsor of the project. A copy must be maintained by individual Dept/College in which this project originated.

Location: \_\_\_\_\_

Copies shall be provided to Student and Parent/Guardian.