

**Special Intellectual Property Agreement Form for Students and Sponsors
(For Use When Assigning Intellectual Property to Company Sponsor)**

Set forth below are the following: my rights and responsibilities regarding intellectual property I create as a student at The Pennsylvania State University (“University”) and the applicable terms and conditions governing the use of my intellectual property by sponsoring entities.

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 The Pennsylvania State University as a work product (including homework assignments, laboratory experiments, special and independent study projects) of a “*for credit*” course (including SUBJ 294, 494, 594, 296, 496, and 596) will be owned by me. The University does not claim ownership of such intellectual property.

However, intellectual property conceived or first reduced to practice in graduate research (e.g., SUBJ 600 or 610) or graduate thesis preparation (e.g., SUBJ 601, 611) credit courses will be owned by the University, and will be subject to University policies and procedures governing intellectual property and patents.

Special Situations. Situations may occur in certain courses where students participate on projects or activities and develop research results including: data, analysis, hardware and/or software (“Research Results”), in which the ownership of any associated intellectual property (“Intellectual Property”) must be 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 Research Results, including all Intellectual Property, if any, to a sponsoring 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 Research Results, including all Intellectual Property Rights, if any.

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 Division of Student Affairs.

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

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

In _____ to assign and do hereby assign to _____ (hereinafter referred to as “Sponsor”)
[course number] [company name]

All rights that I may acquire in inventions, discoveries or rights of Intellectual Property that are conceived or first actually reduced to practice by me as a result of my participation. I agree to inform Sponsor of any Intellectual Property that I may develop and to cooperate with the Sponsor, at Sponsor’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 to Sponsor, then Sponsor will manage the Intellectual Property and shall be solely responsible for patenting and commercialization of the Intellectual Property. Sponsor 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.

I understand that if I assign my Intellectual Property to Sponsor, then I will not receive any financial benefit or licensing or patenting assistance from the University for that 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 Sponsor, its successors, assigns and legal representatives. I understand that my responsibilities under this agreement will continue after completion of the project, activity and course.

Student Retention of Rights.

Unless otherwise assigned, student participants shall retain the right to all Research Results under the law regarding rights to and ownership of Intellectual Property. Research Results provided to the Sponsor shall be used solely for its own internal review and analysis. Prior to any commercial use or subsequent transfer of any Research Results, the Sponsor must obtain the appropriate rights from the respective owners. For more information concerning the individual rights holders, please contact Maggie Slattery, Director of The Learning Factory.

Sponsoring Entity Release of Liability. SPONSOR ACKNOWLEDGES AND AGREES THAT THE RESEARCH RESULTS, INCLUDING ALL INTELLECTUAL PROPERTY, ARE PROVIDED "AS IS" AND ARE NOT SUBJECT TO PEER REVIEW OR INDEPENDENT VERIFICATION OF RESULTS. THE UNIVERSITY AND ITS STUDENT(S) 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, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY.

Sponsor hereby agrees to indemnify and hold harmless the University and its trustees, directors, officers, employees, students, and affiliates, from any and all claims, proceedings, demands, actions, damages, and liabilities of any kind whatsoever, including legal expenses and attorney's fees, claims, in law or equity, that Sponsor shall or may have against the University and its students arising out of or relating to Sponsor's use of the Research Results in whatever manner or form.

This agreement is effective upon the latest date of signature.

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Sponsor

Sponsor Signature: _____

Printed Name: _____

Title: _____

Date: _____

ACKNOWLEDGED:

Course Instructor/Project Supervisor

Name Date

(Printed Name)

Student

Student Name Date

(Printed Name)

Student Name Date

(Printed Name)

Student Name Date

(Printed Name)

Student Name Date

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