



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

Set forth below are my rights and responsibilities regarding intellectual property I create as a student at The Oregon Institute of Technology.

General Rule.

Intellectual property conceived or first reduced to practice by a student at Oregon Institute of Technology ("University") as a work product of a "for credit" course will normally be owned by the student. The University does not normally claim ownership of such intellectual property. This includes senior projects, theses, course projects and assignments, and special and independent study projects, conducted without the use of extensive or extraordinary university resources. Note, however, that if extensive university resources are used by the student, the Board might reserve ownership rights to the IP.

Special Situations.

The above treatment of IP ownership applies as long as the student is not an employee of the university, in which case they abide by the same IP guidelines as faculty and employees. Undergraduate students, graduate students, and assistants who receive monetary support from OIT are required to assign their intellectual property rights that specifically relate to those projects for which the students receive financial support.

Additionally, situations may occur in certain courses where students are presented with the opportunity to participate in projects or activities in which the ownership of any resulting intellectual property must be assigned 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 an outside entity. In these situations students will always be presented with a choice of two options:

1. To participate in projects or activities, which do not require the student to assign their intellectual property.
2. To participate in projects or activities that requires 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.

Independent Legal Advice.

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.

Assignment of Rights.

I agree as a condition of my participation in

_____ in _____
 [identification/description of project/activity requiring the assignment of intellectual property] [course number]

to assign to _____ (hereafter referred to as "Sponsor") all rights that I

[Company Name]

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 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 rights 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 rights to Sponsor, then I will not receive any financial benefit or licensing or patenting assistance from the University for that intellectual property.

Form, continued

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.

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 Signature Date

Printed Name

Sponsor

Student

By: _____

Student Signature Date

Name: _____

Printed Name

Title: _____

Date: _____

ACKNOWLEDGED:

Course Instructor/Project Supervisor

Signature Date

Printed Name