



Intellectual Property Agreement Form for Students

For Use When Assigning Intellectual Property to a Company

Undergraduate Level Coursework ONLY

I am an NDSU student over eighteen years of age* and I enter into this agreement freely in exchange for the opportunity to participate in the following course Project with Company:

Course Title: _____

Project Title (the “Project”): _____

Project Sponsor (the “Company”) _____

GENERAL RULE: I understand that NDSU policy 190 would typically control the ownership of intellectual property that I create as a student at NDSU.

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

I have selected to participate in the Project (as described above) which requires me to transfer certain intellectual property rights to Company. I understand that I am not required to assign my rights to Company in order to fulfill the requirements of this course and have been offered alternative projects for completion of course requirements. I further 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 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 inventions, works of authorship, code, creations, materials, papers, and/or discoveries made (conceived or first reduced to practice) that I develop in the performance of the Project (the “Work”).

I further agree to assign, and do hereby assign all right, title, and interest in the Work to Company. The Work shall be deemed 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, I hereby irrevocably assign all right, title and interest in the Work to Company. 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 legal protections as may be appropriate to the subject matter.

I agree to 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, commercialize or dispose of such intellectual property as Company elects. I understand that I will not receive any financial benefit from the intellectual property right in the Work(s) 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 retain the right 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 _____, 20__.

Student signature: _____

Print Name: _____

Date of Birth*: _____

Permanent Address: _____

Email: _____

WITNESSED BY:

Faculty/Student Advisor: _____

Print name: _____

Date: _____

NOTE: Attach a copy of the Project Description to this Form

_____ For Internal Use Only_____

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

Location: _____

A copy must also be provided to Student.