

## Intellectual Property Agreement Form for Students

For Use When Assigning Intellectual Property to North Dakota State University

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"): \_\_\_\_\_

**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 NDSU or a company in exchange for the opportunity to work on a specific project or activity.

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

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 my intellectual property rights.

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 NDSU 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 NDSU and all right, title and interest in the Work shall vest in NDSU 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 NDSU or the work may not be considered work made for hire, all right, title and interest in the Work is hereby irrevocably assigned to

NDSU by me. The Work shall belong exclusively to NDSU, with NDSU 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 NDSU to obtain any legal protection NDSU desires to obtain on the Work. I understand that my responsibilities under this agreement will continue after completion of the Project, the course and my affiliation with NDSU.

I understand that if I assign my intellectual property rights to NDSU that I will remain an inventor or author/creator (as applicable), however NDSU will manage the intellectual property and can develop or dispose of such intellectual property as it sees fit. NDSU may assign such intellectual property rights to the NDSU Research Foundation for protection and commercialization consistent with NDSU policy. I understand that I will be entitled to share in resulting royalties, if any, in accordance with NDSU policy as it applies to intellectual property created by NDSU employees.

I agree that NDSU may share my name and information about my participation in the Project with third-parties to the extent necessary to commercialize the Work even though such information would be considered confidential information under the Family Educational Rights and Privacy Act.

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.

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 maintained by individual Dept/College in which this project originated.

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

Copies shall be provided to Student and Parent/Guardian.