

Special Intellectual Property Agreement Form for Students (For Use When Assigning Intellectual Property to The Pennsylvania State University)

Set forth below are my rights and responsibilities regarding intellectual property I create as a student at The Pennsylvania State University.

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 (“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 are presented with the opportunity to participate on projects or activities in which the ownership of any resulting intellectual property must be assigned either to the University or 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 the University or to another 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 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.

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 [course number] to assign to University all rights that I 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 University of any intellectual property that I may develop and to cooperate with the University, at University’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 the University, then The Penn State Research Foundation (PSRF) will manage the intellectual property under current University policy and will share resulting royalties, if any, with me in accordance with University policy as it applies to intellectual property created by University employees. PSRF shall be solely responsible for patenting and commercialization of the intellectual property, consistent with University policy, as may be amended from time to time, and 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. PSRF is under no obligation to use other than reasonable efforts currently in practice in the future marketing or licensing of the 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 PSRF, its successors, assigns and legal representatives. I understand that my responsibilities under this agreement will continue after completion of the project, activity, course and my association with the University.

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 Date

The Penn State Research Foundation

Student

By: _____

Student Name Date

Name: _____

Title: _____

(Printed Name)

Date: _____

ACKNOWLEDGED:

Course Instructor/Project Supervisor

Name Date

(Printed Name)

