

**2020 - 2021 Special Intellectual Property Agreement Form
for use by Students when assigning Intellectual Property to Sponsor**

I understand that my rights and responsibilities regarding intellectual property I create as an undergraduate student at Iowa State University include the following:

General Rule. Any intellectual property created by undergraduate students at Iowa State University including copyrights (such as original homework assignments, papers, artwork and theses authored/created by the student) and patent rights (such as, inventions, discoveries, creations and new technologies conceived or first reduced to practice by the student) as a work product of a course (including, laboratory experiments, special and independent study projects) will be owned by the undergraduate student. The University does not claim ownership of such intellectual property, but does have the right to use the intellectual property internally for the educational mission of the University.

Special Situations. 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 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 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 an option of an alternative activity to participate in that does not require the student to assign their intellectual property to another entity.

Assignment of Rights.

I agree as a condition of my participation in _____, in
[Course number]
_____, to
[Identification of project/activity requiring assignment of intellectual property]

assign, and do hereby assign, to _____
[entity name, hereafter referred to as Sponsor]

all intellectual property rights (including, but not limited to, copyright and patent rights) that I may acquire in copyrightable and/or patentable documents, inventions, or discoveries that are created, authored, conceived or first actually reduced to practice by me as a result of my participation in this course. I agree to inform Sponsor of any intellectual property that I may develop and to cooperate with Sponsor, at Sponsor's expense, to obtain a patent and/or register a copyright as the case may be regarding my intellectual property.

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 the 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, licensing or patenting assistance, or other financial compensation from the University for that Intellectual Property. Any financial benefit would have to be agreed to in a separate agreement with Sponsor.

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 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. The Sponsor understands that, since I am an inventor, I will be included as an inventor in any resulting patent sought by the Sponsor. I understand that my responsibilities to cooperate in the patenting process under this agreement will continue after completion of the course and possibly even after graduation from the University.

This agreement is effective upon latest date of signature. A facsimile or scan of any original signature transmitted by one party to the other party is effective as if the original was sent to the other party.

Sponsor

Student

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Non-ISU email address: _____

Date: _____

Date: _____

Agreement Acknowledged:

Faculty Instructor

Signature: _____

Printed Name: _____

Date: _____