Special Intellectual Property Assignment For Students

AGREEMENT BETWEEN THE UNIVERSITY OF TEXAS AT AUSTIN STUDENT
WHOSE NAME AND SIGNATURE APPEAR BELOW
AND A COMPANY SPONSORING
A DEPARTMENT OF ELECTRICAL AND COMPUTER ENGINEERING
DESIGN PROJECT

I have chosen to participate in a design project for which the sponsoring entity requires an assignment of intellectual property I create as a result of this project to the sponsoring entity as a condition of participation and access to confidential information, technology, and trade secrets belonging to the sponsoring entity. I understand that my rights and responsibilities regarding intellectual property I create as an undergraduate student at University of Texas at Austin include the following.

General Rule. As a general rule, any intellectual property created, conceived or first reduced to practice by undergraduate students at The University of Texas at Austin, including copyrights and patent rights, as work product of a course, will be owned by the undergraduate student. The University does not claim ownership of such intellectual property.

Special Situations. Situations may occur in certain courses where students are presented with the opportunity to participate in a project or activities in which a sponsoring entity requires that the ownership of any resulting intellectual property must be assigned to the sponsoring entity as a condition of the student’s participation and access to confidential information, technology, and trade secrets belonging to the sponsoring entity. Students are never obligated to participate in activities that require the assignment of the student’s intellectual property to another entity; however, students are free to enter into an assignment of intellectual property assignment agreement directly with a sponsoring entity if they so choose.

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 Office of Student Affairs Office of Legal Services for Students.

Assignment of Rights. I agree as a condition of my participation as a member of the design team for the project sponsored by: ________________________________________________________

entitled: ____________________________________________________________

to assign, and do hereby assign, to ________________________________________,

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 or licensing or patenting assistance 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 my association with the University.

This agreement is effective upon the latest date of signature.

__________________________________________________________________________

This agreement is effective upon latest date of signature.

Sponsor: ____________________________ Student: ____________________________
Signature: ____________________________ Signature: ____________________________
Printed Name: ____________________________ Printed Name: ____________________________
Title: ____________________________
Date: ____________________________ Date: ____________________________

A parent or legal guardian signature is required for students younger than 18 years of age:

Parent/Legal Guardian: ____________________________ Date: ____________________________

Agreement Acknowledged:

Faculty Instructor:
Signature:
Printed Name:
Date: