

**Student Intellectual Property, Technology Transfer and Commercialization
Guide
PASSHE**

ISSUED: April 7 2009

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Student Intellectual Property, Technology Transfer and Commercialization Guide PASSHE

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Background

The advent of heightened interest around the issue of ownership of the Intellectual Property (IP) rights of what is created, invented or discovered by students has created a much more complex situation on the part of students, faculty and providers of sponsorship and case studies.

PASSHE Universities respect the long-standing tradition that students own their academic work. In general, any Intellectual Property (such as theses and dissertations, inventions, discoveries, creations and new technologies) conceived or first reduced to practice by a student at a PASSHE University (“University”) as a work product (including homework assignments, laboratory experiments, special and independent study projects) of a *“for credit”* course will be owned by the student. The University does not claim ownership of such Intellectual Property.

Exceptions

However, there are exceptions to the standard:

1. When the University provides “material support” (see definitions) for student research, including academic credit work, which is beyond the standard, the University will own the Intellectual Property.
2. When the student collaborates with faculty or staff beyond the standard, the University will own The Intellectual Property.
3. There are occasional “special situations” in for-credit courses where the ownership of Intellectual Property must be assigned to the University or a sponsor as a condition of student participation.
4. When the student creates Intellectual Property as part of their work duties when employed by the University

These four situations are known as the “exceptions”.

When the University owns the Intellectual Property, it may pursue protection and commercialization opportunities for the Intellectual Property and the inventor(s)/creator(s), per the **“Technology Transfer & Commercialization Guide for PASSHE non-Faculty Personnel”** (or, if applicable, the “Technology Transfer & Commercialization Guide for PASSHE Faculty”). University ownership of Intellectual Property does not necessarily preclude students from receiving royalties resulting from commercialization of the work. In fact, in many cases University ownership can facilitate generation of royalties, license fees or other income.

Students acting as employees (i.e. exception # 4 above) are covered by the requirements that are applicable to other University employees and outlined in the “**Technology Transfer & Commercialization Guide for PASSHE Non-Faculty Personnel**”. Individuals falling within that category should consult those guidelines. Employees include all students working for pay or compensation, including sponsored projects, work-study, work-for-hire arrangements and other classifications.

This document provides guidance for both the ordinary and the extra-ordinary **academic situations**, particularly **for sponsorship, case studies, theses and dissertations**.

Possible Scenarios:

- a) What if the student makes an invention in a course they are taking?

If any student, graduate or undergrad, taking any course for credit develops Intellectual Property, the Intellectual Property belongs to the student and an Intellectual Property assignment agreement is not required (no matter who paid for the course).

- b) Are graduate students different from undergraduate students?

Generally no. If graduate or undergraduate students are doing any research (including but not limited to research for graduate thesis or dissertation preparation), and do not receive material support from the University or involve Faculty collaboration, then the Intellectual Property belongs to the student

- c) What about undergraduate theses?

For required senior thesis, or seminar with a research component, the student must have available an option that allows them to retain their Intellectual Property. That is, an option that allows them to complete the work without material support or faculty collaboration beyond the standard. This may require a change in topic.

- d) What about graduate theses or dissertations?

If the outcome of a graduate thesis or dissertation *may possibly be* a patentable invention **and** the student receives material support from the University, then the Intellectual Property is owned by the University. When a patentable invention is a *possibility* in this situation, the student must sign a **Student Intellectual Property Agreement with the University** (Form 1) at the first meeting of the project or course or as soon as the need becomes apparent.

- e) What if a student works "for free" in a University laboratory to gain experience?

Absent the “exception” situations, if students are working for free – receiving no pay or compensation -- in a University lab or research facility, the Intellectual Property will be owned by the student. The exceptions are: if the student is receiving “material support”

from the University, or collaborating with faculty or participating in a “special situation” in a for-credit course, then the Intellectual Property belongs to the University and the student must sign a **Student Intellectual Property Agreement with the University** (Form 1).

- f) What about summer students or student interns, both at a PASSHE University and at other institutions?

Summer students and student interns at the PASSHE UNIVERSITY and PASSHE students at other institutions must abide by the policies of the host institutions, including signing any appropriate Intellectual Property agreement for the host institution.

- g) What about artistic works created by students?

Artistic work, including poetry, sculpture, graphic arts, painting, etc., created as part of academic required coursework, all rights rest with the creator. When there is some specific agreement/contract which designates the students’ effort as a “work for hire”, the Intellectual Property belongs to the University or to a sponsor.

- h) What about special situations where students develop design changes or problem solving in case-based learning on problems submitted by companies?

If students develop Intellectual Property in solving a project in a “for credit” course using case-based learning based on externally-submitted (company, institute, or non-profit) problems

- a. the Intellectual Property belongs to the students if there is no agreement to the contrary
 - b. if sponsors want to retain Intellectual Property rights, they need to have students assign their Intellectual Property rights by signing an appropriate agreement -- **Student Intellectual Property Agreement with a Company Sponsor** (Form 2) -- at the first meeting of the project or course.
 - c. it is the student's choice to participate in projects requiring them to assign their rights
 - d. students must have a “non assignment” option, that allows them to complete alternate assignments for equal credit.
- i) What about situations where the original idea for a student thesis or dissertation comes from the faculty?

It is possible that situations will arise when a faculty and a student are co-authors or co-inventors. In a case of co-inventorship, a faculty member and a student will be guided individually by the set of guidelines that apply to them. It’s conceivable that the student will be required to assign his/her share of ownership rights, but the faculty may be allowed to retain their share of ownership. It is difficult to commercialize such an invention, so the University will explore options to simplify the matter. The University will have the option to return the student’s rights to the student, thus allowing the faculty

and student to move forward, privately without University support for patent costs. Another option in this case is for the faculty to voluntarily assign ownership to the University so that the University may submit the invention disclosure to the TTO for evaluation.

Forms are available to deal with all of the situations requiring assignment, or notification of the sponsors of the research. More detailed guidance is contained as a preamble to the forms on the following pages.

Faculty members have the responsibility to collect the appropriate Intellectual Property agreement signed by the student at the first meeting of the project or course.

Frequently Asked Questions

Intellectual Property and Students

What are my rights and responsibilities as a student regarding Intellectual Property? As a faculty member what do I need to know about student Intellectual Property rights?

Generally, undergraduate and graduate students, **who are not employed by the University** own any Intellectual Property that they create through enrollment in courses for academic credit.

There are three exceptions:

- 1) When there is collaboration between a student and University faculty or staff to create works as part of research or development activities, Intellectual Property will be owned by the University.
- 2) When the student receives material support beyond the standard level provided by the University to students, including non-credit work, Intellectual Property will be owned by the University.
- 3) Special Situations may occur in certain courses or special projects 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 as a condition of the student's participation. **Special Student Intellectual Property Agreement Forms** are available to deal with all of the situations requiring assignment, or notification of the sponsors of the research.

Students employed by the University in a capacity that could conceivably lead to a patent are required to sign an Intellectual Property Agreement as are other employees. Intellectual Property will be owned by the University, and will be subject to University policies and procedures governing Intellectual Property and patents. See the “**Technology Transfer & Commercialization Guide for PASSHE Non-Faculty Personnel.**”

What about publishing?

Any public disclosure, such as a publication, presentation, thesis and thesis defense, has an impact on patenting. By keeping the University's Authorized Official well informed of upcoming public disclosures, the University can formulate an appropriate patent strategy that minimally impacts publications and presentations. Students retain the right to publish and present, unless limited by sponsorship agreements. Institutions' and academic programs' respective policies /guidelines for completion of theses and dissertations should address how public defense, open presentation, and publication of theses and dissertations will be reconciled

with the need to safeguard against risk of disclosure or loss of protection of patentable concepts and materials.

How can a student Inventor benefit from transferring ownership to the University?

When the University receives an assignment of ownership from an Inventor, the University can take steps to file for patent protection of the invention, paying all the filing and legal costs of doing so. Initial legal costs can range from \$8,000 to \$15,000. Total costs can range up to \$25,000. The Universities have access to attorneys who specialize in patent law. The University can also provide the services of experienced Technology Licensing Officers who assess the invention for its commercial potential, as described below, and seek out businesses, both regionally and nationally, that may buy licenses to use the invention, thus generating income for both the Inventor and the University. The University can take future legal action to ensure no one uses the patented invention without permission and otherwise protects the value of the invention. Patents require payment of annual maintenance fees, which the University will assume. The Technology Licensing Officers monitor all licensing agreements to ensure license fee payments are consistent with agreements and actual product sales or profitability. License agreements signed by the University will typically allow access to examine the licensee's financial records to ensure the product's sales and profitability are properly represented to the University and the Inventor.

After assignment, an Inventor can remain an active participant in commercialization efforts, as the Technology Licensing Officers will follow-up on all leads provided by the Inventor. It is possible that the Faculty can do additional research for the licensees under sponsored research agreements.

In summary, an inventor can only realize income from their invention if it is properly protected through the filing and issuance of a patent, and if it is successfully marketed to business. All revenues are shared with the inventors. These services are provided by the University at no cost to the Inventor, **when** the invention is assigned to the University.

What if I, as a student, feel my faculty advisor has a conflict of interest in requesting assignments from me and my classmates?

In the event of a conflict with a faculty advisor, a student should consult with the designated University Authorized Official.

The University makes grant awards to students who apply for research funding. The awards are small ~\$500. The recipient students receive funding, use lab space and use faculty's time. Is this a level of resources not normally available or would it be considered normally available since anyone can apply?

Yes, this is an example of material support beyond the standard because it is a grant that very few students receive and because the students work closely with faculty in a way not normally available to all students.

What are the PASSHE's official policies on Intellectual Property?

The relevant PASSHE policies are

1. "Student Intellectual Property, Technology Transfer and Commercialization Guide", which covers students' academic work;
2. "Technology Transfer & Commercialization Guide for PASSHE non-Faculty Personnel" which covers students' (and other personnel) intellectual property created during their employment with the University, and
3. "Technology Transfer & Commercialization Guide for PASSHE Faculty".

Refer to Intellectual Property Guide for PASSHE Faculty, non-Faculty Employees and Students, Frequently Asked Questions for more information.

DEFINITIONS

PASSHE Student Intellectual Property Rights

Collaboration with faculty or staff

A student and faculty working together that goes beyond the standard for an undergraduate or graduate student at a PASSHE University. The term must be defined in comparison to the usual level of support provided to all students within a department or discipline. The definition may vary from one discipline to another. The determination must be made by the department or division head, subject to the affirmation of the dean. Collaboration may take to the form of a student assisting faculty with research or creative activities. It may take the form of students and faculty working together to develop an exhibit or production of works of art, outside of for-credit courses. It does **not** include independent study courses taken for credit. It does **not** include work for pay or other compensation under the guidance of a faculty or staff person. Should a question arise about whether collaboration is beyond the standard, a written statement will be obtained from the unit leader (department or division head, dean, director, etc.) concerning the level of collaboration.

Creator – See Inventor

Dissertation

A dissertation is an extended written treatise, in which the doctoral student expounds original research results and interpretations. The dissertation is an essay that demonstrates excellence in scholarly ability, intellectual acuity, and erudition. The dissertation stands as the culmination of the degree of Doctor of Philosophy (Ph.D.), Doctor of Education (D.Ed.), or Doctor of Psychology in Clinical Psychology (Psy.D.). A dissertation is required of all doctoral candidates and must demonstrate the candidate's mastery of his/her research and reflect the results of an original investigation in the principal field of study. The goal should be to make a definite original contribution to knowledge in the field.

To qualify as a thesis or dissertation, the document typically

- Must be demonstrably original work.
- Must be the student's own work.
- Must never have been previously submitted for college credit or used for any other academic purpose.
- Must never have been published in its entirety (including on the Internet).
- Must demonstrate mastery of written, standard American English.
- The topic must be sufficiently important to be approved by the thesis/dissertation committee, the methodology must be efficacious and acceptable to the same committee.

Graduate Thesis

A graduate thesis is a scholarly piece of writing in which the a graduate student is expected to show a command of the relevant scholarship in his/her field and contribute to that scholarship. It should confront an unresolved question and present a resolution. The thesis stands as the culmination of a research master's or clinical doctoral¹ degree.

Independent Study

An independent study is a course of study, for credit, designed by a graduate or undergraduate student and a sponsoring faculty member. The student works independently on the project and material throughout the term, consulting with the faculty member on a periodic basis.

Inventor

An inventor is one who conceives and either personally or through someone else reduces the invention to practice. The conception of an invention is complete if the inventor is able to make a disclosure that would enable someone skilled in the art to make the invention without extensive research or experimentation. Someone who constructs the invention based on the inventor's conception or who merely assists in the reduction to practice of an invention is not an inventor. Failure to name the correct inventors can result in invalidation of a patent. It is the obligation of all inventors to adequately document their inventive contributions in laboratory notebooks or similar documentation. Inventorship is distinct from authorship and ownership.

Invention and Patentable Invention

An invention is the physical embodiment of a discovery. It is any technical contribution, discovery, process, method, use, design, improvement, modification or combinations thereof, conceived of and reduced to practice. Includes computer software, novel machines, devices, compositions of matter (compounds, mixtures, genetically engineered cells, plants or animals), genetic forms, mask works, production processes, production methods, plant varieties, etc. that did not exist before.

For an invention to qualify for a U.S. patent it must be novel, non-obvious, and useful. It can be: a device, a manufacturable article, a machine, a composition of matter, a process or method, or a new, useful improvement.

Material Support for Student Academic Research

Material support for student academic research will mean that for the project that produced the Intellectual Property the creator received staff, salary or facility support beyond the standard

¹ As of October 2007, a clinical doctoral degree refers to these programs: Clinical Doctor of Audiology (Aud.D.) and Doctor of Physical Therapy (DPT).

resources provided to a student in the University. The term must be defined in comparison to the usual level of support provided to all students within a department or discipline. The definition may vary from one discipline to another. The determination must be made by the department or division head, subject to the affirmation of the dean. Should a question arise about whether support is beyond the standard, a written statement will be obtained from the unit leader (department or division head, dean, director, etc.) concerning the level of use of PASSHE University support and facilities.

Other Covered Individuals

Individuals who are required to sign the employee's Intellectual Property Agreements, but are not employees or students of the University are considered "Other Covered Individuals." This includes emeritus/retired faculty, visiting scholars/scientists, contract employees, consultants and others engaged in research at the University who are not employees or students.

Special Situations.

Projects or activities that are part of a for-credit course where students are presented with the opportunity to participate, 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.

Sponsored Research or Sponsored Project

Includes research and creative activities or service projects funded by Federal and non-Federal agencies and organizations.

University employee or University personnel

Includes paid or otherwise compensated undergraduate and graduate students. Students who receive a tuition waiver conditioned on work or service hours are considered University employees or personnel for purposes of this policy. Students who receive an unconditioned tuition waiver are NOT included in the definition. The definition also includes part-time and full-time faculty, part-time and full-time staff and administrators, and others with a defined relation to the University, including fellows, visiting scholars/scientists.

Undergraduate Thesis

An undergraduate thesis is a substantial work of undergraduate student research designed to provide a culminating experience that allows students to explore scientific areas of their most passionate interests, engage in the process of discovery, and make a creative contribution in their areas of interest and expertise, supervised by a faculty thesis mentor. If completed as part of degree requirements, the student owns the thesis.

University-supported Research

The term "University-supported research" includes research and creative endeavors supported by the PASSHE University carried out by employees in the course of their official duties or responsibilities, or any student research and creative endeavors that receives material support from the PASSHE University.

Work for Hire

The U.S. Copyright Act defines a "work made for hire" as (1) a work prepared by an employee within the scope of his her employment; or (2) a work specially ordered or commissioned for use as a contribution to a collective work, as a part of a motion picture or other audiovisual work, as a translation, as a supplementary work, as a compilation, as an instructional text, as a test, as answer material for a test, or as an atlas, if the parties expressly agree in a written instrument signed by them that the work shall be considered a work made for hire. For the purpose of the foregoing sentence, a "supplementary work" is a work prepared for publication as a secondary adjunct to a work by another author for the purpose of introducing, concluding, illustrating, explaining, revising, commenting upon, or assisting in the use of the other work, such as forewords, afterwords, pictorial illustrations, maps, charts, tables, editorial notes, musical arrangements, answer material for tests, bibliographies, appendixes, and indexes, and an "instructional text" is a literary, pictorial, or graphic work prepared for publication and with the purpose of use in systematic instructional activities. The CBA further clarifies that the creator is compensated by PASSHE. An operational definition is: work conducted by faculty, employees or students as part of the scope of their employment or under campus consulting, extra service or technical assistance arrangements regardless of the form of compensation.

Additional definition of terms related to student and employee Intellectual Property rights and responsibilities are contained within Appendix A of the **Technology Transfer & Commercialization Guide for PASSHE non-Faculty Personnel**.

Student Intellectual Property Agreement Forms

Set forth below are rights and responsibilities regarding Intellectual Property created as a student at the (insert PASSHE university name) University of Pennsylvania.

General Rule. Any Intellectual Property (such as undergraduate theses, graduate theses and dissertations, inventions, discoveries, creations and new technologies) conceived or first reduced to practice by a student at the (insert PASSHE university name) University of Pennsylvania (“University”) as a work product (including homework assignments, laboratory experiments, special and independent study projects) of a “*for credit*” course will be owned by the student, with three exceptions. Those exceptions are:

1. when the student collaborates with faculty or staff beyond the standard to create works as part of research or development activities, including non-credit, unpaid work.
2. when the student receives staff, salary, facility or material support beyond the standard level provided by the University to students, including non-credit work.
3. in certain courses or special projects 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 as a condition of the student's participation.

In the above exceptions, the University will own the Intellectual Property. Faculty advisors supervising students in these situations are responsible for ensuring that students file an Intellectual Property Agreement (IPA) assignment with the University. It should be signed at the first meeting of the project or course or as soon as the need becomes apparent.

The student owns intellectual Property conceived or first reduced to practice in graduate research or graduate thesis preparation, unless it falls under the exceptions (above) of collaboration with faculty or staff, or material support from the University, or required assignment in special situations.

Special Situations Options. (Exception #3) 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 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 alternative 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.

When a sponsor uses student research results, the sponsor is required to sign the **Student Research Sponsorship Acknowledgement (Form 3)** which: 1) acknowledges that the student research results are not warranted by the University; 2) the sponsor indemnifies the University; and 3) the student research results are not the work of the University.

Retention of Rights/Assignment of Rights in Special Situations:

- 1) If students wish to retain ownership of their Intellectual Property and decline to assign their rights to any other entity, no further action is required. However, they do not participate in the special project but in an alternative assignment for equal credit.
- 2) If students agree to assign to the **University** all rights that they may acquire in inventions, discoveries or rights of patent that are conceived or first actually reduced to practice by them as a result of their participation in the course, they need to complete the **Student Intellectual Property Agreement with the University – For Use When Assigning Intellectual Property to the (insert name of PASSHE university) University of Pennsylvania (Form 1)**
- 3) If students agree to assign to the **Sponsor** all rights that they may acquire in inventions, discoveries or rights of patent that are conceived or first actually reduced to practice by them as a result of their participation in that course, they must complete the **Student Intellectual Property Agreement with a Company – For Use When Assigning Intellectual Property to Company Sponsor (Form 2)**

Acknowledgement by Sponsor (Form 3). Student project results are provided “as is” without any representation or warranties whatsoever, whether express or implied, including, but not necessarily limited to any warranty as to fitness for particular purposes, merchantability or non-infringement. All research performed is to be done by University students and is not subject to peer review or independent verification of results. The sponsor hereby agrees to indemnify and hold harmless the University, its agents, employees, students and volunteers for any and all harm, loss, liability, claims or damages which may arise from your use of the student project results in whatever manner or form.

The student project results are not the work of the University and any references either internally or to third parties shall clearly identify the source of the student project results as student research performed at the University without subsequent independent evaluation.

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The sponsor is required to sign the **Student Research Sponsorship Acknowledgement (Form 3)**.

Faculty are required to collect Form 1 or Form 2 and 3 at the first meeting of the class or project, or as soon as the need becomes apparent.

If a student believes the faculty advisor has a conflict of interest in implementing these procedures, the student should consult with the University Authorized Official.

Student Intellectual Property Agreement with the University
 (For Use **When Assigning Intellectual Property to the (insert name) University of Pennsylvania under the exceptions #1, #2 and #3 to academic work.**
Not for use by employed students.)

Set forth below are my rights and responsibilities regarding Intellectual Property I create as a student at _____ University of Pennsylvania.

General Rule. Any Intellectual Property (such as undergraduate theses, graduate theses or dissertations, inventions, discoveries, creations and new technologies) conceived or first reduced to practice by a student at the (insert PASSHE university name) University of Pennsylvania (“University”) as a work product (including homework assignments, laboratory experiments, special and independent study projects) of a “*for credit*” course will be owned by the student, with three exceptions. Those exceptions are:

1. when the student collaborates with faculty or staff to create works as part of research or development activities, also including non-credit, unpaid work.
2. when the student receives material support beyond the standard level provided by the University to students, also including non-credit activity.
3. in certain courses or special projects 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 as a condition of the student's participation.

In the above exceptions, the University will own the Intellectual Property. This form is to be signed and collected by the faculty advisor/instructor at the start of any project or activity that qualifies for the above exemptions.

Special Situations.(Exception #3) 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 alternative 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.

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

Student Intellectual Property Agreement with a Company Sponsor

(For Use When Assigning Intellectual Property to Company Sponsor for Special Situations)

Set forth below are my rights and responsibilities regarding Intellectual Property I create as a student at _____ University of Pennsylvania.

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 alternative 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 [company name] (hereinafter referred to as "Sponsor") 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 Sponsor of any Intellectual Property that I may develop and to cooperate with the Sponsor, at Sponsor's expense, to obtain a patent or patents upon any invention or discovery conceived or first reduced to practice by me. Co-operation includes but is not limited to maintaining and providing appropriate lab notes, work logs and other documentation of my research.

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 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.

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 Sponsor, its successors, assigns and legal

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representatives. I understand that my responsibilities under this agreement will continue after completion of the project, activity and course.

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
Sponsor			
By: _____		_____	
Name: _____		Student	

Title: _____		Student Name	Date

Date: _____			

ACKNOWLEDGED: Course Instructor/Project Supervisor

(Printed Name) This form is to be signed and collected by the faculty advisor/instructor at the start of any qualifying project or activity. The faculty advisor/instructor should forward to the University Authorized Official.

_____	_____
Name	Date

_____ If a student believes the faculty advisor has a conflict of interest in implementing these procedures, the student should consult with the University Authorized Official.

Form 3

STUDENT RESEARCH SPONSORSHIP ACKNOWLEDGEMENT

Thank you for your interest in sponsoring student research in connection with **[Class Title and Semester Date]**. As a result of your sponsorship and involvement, **[graduate and/or undergraduate]** students at _____ University of Pennsylvania (the “University”), **[Department and Branch Campus name, if any]**, will be investigating and researching the issues you have presented. Such focused research is a key aid in developing students’ understanding of the practical application of academic research services. In return for your sponsorship and participation, the University will provide you with a copy of the research results, including, as appropriate, any data, analysis, hardware and/or software (the “Research Results”), provided you agree with and acknowledge the following terms.

1. Research Results provided shall be used solely for your own internal review and analysis. Any and all rights to the Research Results, including all Intellectual Property Rights if any, shall remain the rights of the individual student participants as appropriate under the law regarding rights to and ownership of Intellectual Property. Such rights include, among others, the right to publish, unless a separate agreement is executed to restrict disclosure. Prior to any commercial use or subsequent transfer of any Research Results, including publication, you must obtain the appropriate rights from the respective owners. For more information concerning the individual rights holders, please contact **[supervising faculty contact or administrative contact information]**.

2. RESEARCH RESULTS ARE PROVIDED “AS IS” WITHOUT ANY REPRESENTATION OR WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT NECESSARILY LIMITED TO ANY WARRANTY AS TO FITNESS FOR PARTICULAR PURPOSES, MERCHANTABILITY OR NON-INFRINGEMENT. All research performed is to be done by University Students and is not subject to peer review or independent verification of results. You hereby agree to indemnify and hold harmless University, its agents, employees, students and volunteers for any and all harm, loss, liability, claims or damages which may arise from your use of the Research Results in whatever manner or form.

3. The Research Results are not the work of the University and any references either internally or to third parties shall clearly identify the source of the Research Results as **[graduate or undergraduate]** student research performed at the University without subsequent independent evaluation. Publication of any aspect of the Research Results must contain appropriate references as to the source and development of the published information.

Please acknowledge your receipt and acceptance of these terms by executing this form and returning a copy to the following address: **[supervising faculty contact or administrative contact information]**.

Sponsor:

By:

Name:

Title:

Date:

This form is to be signed and collected by the faculty advisor/instructor at the start of any qualifying project or activity. The faculty advisor/instructor should forward to the University Authorized Official.

If a student believes the faculty advisor has a conflict of interest in implementing these procedures, the student should consult with the University Authorized Official.