

Intellectual Property Assignment Agreement for Students

Set forth below are my rights and responsibilities regarding intellectual property I create as a student at Kansas State University (“the 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 University as a work product (including homework assignments, laboratory experiments, special and independent study projects) of a “for credit” course will be owned by me. The University does not claim ownership of such intellectual property.

But intellectual property conceived or first reduced to practice in graduate research, graduate thesis preparation credit courses, or pursuant to my employment under a sponsored project, is owned by the University, and is subject to University policies and procedures governing intellectual property and patents and the terms and conditions of the sponsored project agreement.

Special Situations. Situations may occur in certain courses or in research labs 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 course related 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. In research lab related opportunities, the students may be required to assign their intellectual property as a condition to work in a particular lab.

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]

to assign and do hereby assign to Kansas State University Research Foundation (“KSURF”) 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 KSURF, then KSURF 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. KSURF 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. KSURF 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 KSURF, 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

Kansas State University Research Foundation

Student

By: _____

Student Name Date

Name: _____

Title: _____

(Printed Name)

Date: _____

ACKNOWLEDGED:

Lab Supervisor/Course Instructor/Project Supervisor

Name Date

(Printed Name)