

IP Terms Form

TECHNOLOGY ENTREPRENEUR CENTER

Intellectual property terms for Illinois students' independent study projects enrolled in the course TE 401: Developing Breakthrough Projects

1. GENERAL REPRESENTATIONS

The undersigned is a student at the University of Illinois at Urbana-Champaign ("University") enrolled in the for-credit course TE 401: Developing Breakthrough Projects who will develop the Independent Study Project ("ISP") described in the Technology Entrepreneur Center ("TEC") Memorandum of Agreement ("MOA") enclosed herewith as Exhibit A.

The ISP will be developed under the guidance of:

Professor/Instructor ("Mentor") _____

Department/Unit of ("Course") _____

The undersigned student agrees as follows:

- 1.1** I understand students participating in the ISP are encouraged to use their creativity and entrepreneurial drive to further develop their own ideas and innovations to applicable solutions enhancing their entrepreneurial skill set.
- 1.2** I understand that I am bound by the University's General Rules Concerning University Organization and Procedure (www.bot.uillinois.edu/general-rules) ("General Rules") (www.bot.uillinois.edu/sites/bot.uillinois.edu/files/bot-files/General-Rules-1-24-13.pdf) (and that Article III of the General Rules contains the University's Intellectual Property Policy. This policy is considered a part of the conditions of employment for every employee of the University and a part of the conditions of enrollment and attendance at the University by students. It is also the policy of the University that individuals (including visitors) by participating in a sponsored research project and/or making significant use of University-administered resources thereby accept the principles of ownership of intellectual property as stated in this policy unless an exception is approved in writing by the University.
- 1.3** I recognize that the Mentor has agreed to provide guidance to my project in terms of process and to provide different perspectives on the development of my ISP.
- 1.4** I confirm that the Course and ISP will not involve: (a) research or Intellectual Property from Mentor or Mentor's laboratory or (b) the use of University resources such as facilities, equipment, funds, Intellectual Property (IP) and other resources. If so, the General Rules Article III Section 5 will apply regarding ownership of any IP arising from the ISP, as provided below in pertinent part:

"Ownership. Except as otherwise specified in this Article or by the University in writing, intellectual property shall belong to the University if made: (1) by a University employee as a result of the employee's duties or (2) through the use by any person, including a University employee, of University resources such as facilities, equipment, funds, or funds under the control of or administered by the University." See Article III, Section 5 of the General Rules.

"Intellectual Property" or "IP" is defined in Section 2(a) of the General Rules: "The term "intellectual property" is broadly defined to include inventions, discoveries, know-how, show-how, processes, unique materials, copyrightable works, original data and other creative or artistic works which have value. Intellectual property includes that which is protectable by statute or legislation, such as patents, registered or unregistered copyrights, registered or unregistered trademarks, service marks, trade secrets, mask works, and plant variety protection certificates. It also includes the physical embodiments of intellectual effort, for example, models, machines, devices, designs, apparatus, instrumentation, circuits, computer programs and visualizations, biological materials, chemicals, other compositions of matter, plants, and records of research and experimental results."

- 1.5** I understand that if I make inventive contributions, discoveries or copyrightable works through my ISP I may be a "Creator" as defined in Section 2(c) Article III of the General Rules:

"'Creator' refers to an individual or group of individuals who make, conceive, reduce to practice, author, or otherwise make a substantive intellectual contribution to the creation of intellectual property. "Creator" includes the definition of "inventor" used in U.S. patent law for patentable inventions and the definition of "author" used in the U.S. Copyright Act for copy written works of authorship."

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1.6 I agree that if there is IP developed during the Course and my ISP where I am a Creator, I will inform and disclose the IP to the Office of Technology Management (OTM) at the University who will provide guidance as to the ownership rights (i.e., whether University is entitled to any ownership interest or an exception is granted that allow students to own their inventions) of any invention, discovery or copyrightable works that I conceive or reduce to practice as a result of the development of my ISP, in accordance with the General Rules and the OTM's Student Ownership Policy Guidelines (otm.illinois.edu/disclose-protect/student-ownership-policy).

1.7 I agree that any IP I develop from the ISP as a Creator may belong to the University pursuant to the General Rules.

1.8 My participation in the Course and ISP is for academic credit and is of considerable value to me in furthering my education, training and research goals.

1.9 I represent that any inventions or copyrightable works under this Agreement will be entirely my own work and that I will not plagiarize or knowingly infringe on the rights of third parties, including but not limited to those of my fellow students and my instructors, in my performance of the ISP.

1.10 I represent that I am at least 18 years of age and that I am voluntarily signing this Agreement with full understanding of its contents. I understand that this is a legal document that is binding on me, my heirs and representatives.

This Agreement may be executed in counterparts, all of which together shall constitute one instrument. The parties agree that duplicated or facsimile signatures shall be deemed original.

STUDENT SECTION

This Agreement is effective as of (DATE) _____, the first day of course instruction, and for the duration of the course.

Student Name _____

Student Signature _____ Date _____

MENTOR SECTION (PROFESSOR/INSTRUCTOR)

Mentor Name _____

Mentor Title _____

Mentor Signature _____ Date _____

UNIVERSITY SECTION (BOARD OF TRUSTEES)

By Avijit Ghosh, Interim Comptroller (Signature): _____

Date _____

Attest: Dedra M. Williams, Secretary (Signature): _____