



Office of Research Initiatives
Santa Clara University
500 El Camino Real
Santa Clara, CA 95053
(408) 551-1817 phone
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Class Project Assignment Form for Students

_____ (“Project”)

_____ (“Student”)

1. The Project listed above will be created as part of a Santa Clara University (“SCU”) class project.
2. Whereas, in accordance with SCU’s patent policy (Section 3.7.5 of The Faculty Handbook), “discoveries or inventions that do not involve either University obligations to a third party or the significant use of funds, materials, or facilities administered by the University” shall be the property of the Student. The Student has enrolled and is participating in a class with a project that is delivered to a third party (“Third Party”) and as a result, Student has agreed to grant SCU assignment of his or her ownership rights in this Project so that SCU may assign such ownership rights to Third Party. SCU hereby grants Student a license to any intellectual property rights in the Project to the extent that SCU has the right to grant such intellectual property rights. SCU shall make good faith efforts to have Third Party give recognition to Student for Student’s contribution to the Project.
3. In order for SCU to obtain ownership rights, Student hereby irrevocably assigns, transfers, and conveys to SCU all of Student’s right, title and interest in and to the Project, any information (including, without limitation, business plans and/or business information), technology, know-how, materials, notes, records, designs, ideas, Projects, improvements, devices, developments, discoveries, compositions, trade secrets, processes, methods and/or techniques, whether or not patentable or copyrightable, that are conceived, reduced to practice or made that relate to the Project (collectively, “Work Product”). For clarity the Project and the Work Product do not include the features described in an attached exhibit, if any such exhibit has been agreed to by the parties, except for in accordance with SCU’s patent policy referenced herein, any discoveries or inventions that involve the significant use of funds, materials, or facilities administered by the University shall be the property of SCU. Student shall, in good faith, negotiate and enter into an agreement with SCU or the Third Party regarding a non-exclusive license to the intellectual property retained by Student described in the attached exhibit.
4. Student agrees to sign, execute and acknowledge or cause to be signed, executed and acknowledged without cost, but at the expense of SCU or Third Party, any and all

documents and to perform such acts as may be necessary, useful or convenient for the purposes of perfecting the foregoing assignments and obtaining, enforcing and defending intellectual property rights in any and all countries with respect to Work Product. It is understood and agreed that SCU or Third Party shall have the sole right, but not the obligation, to prepare, file, prosecute and maintain patent applications and patents worldwide with respect to the Work Product.

5. Student represents and warrants to SCU that Student has all rights necessary to effect the assignment granted herein, Student has not or will not grant any licenses or other rights to the Work Product to any third party, and to Student's knowledge, Student will not incorporate into the Project any intellectual property of any other party except for intellectual property from other students in the class.

6. This Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreement, either written or oral. This Agreement shall be governed by the laws of the State of California, without regard to its conflicts of law provisions. Both parties hereby consent to the exclusive jurisdiction and venue of the state and federal courts located in Santa Clara, California. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and if no feasible interpretation will save such provision, it shall be severed from this Agreement, and the remaining provisions remain in full force and effect. The failure of either party to enforce any provision of this Agreement or an express waiver shall in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of either party to enforce such provision thereafter.

This Agreement is binding on me, my estate, heirs and assigns.

Student

Signed: _____

Date: _____

Acknowledged:

SCU

Signed: _____

Date: _____