



Office of Research Initiatives
Santa Clara University
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Santa Clara, CA 95053
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Intellectual Property Assignment Agreement for Class Projects

1. The work product described in Exhibit A (the “Work Product”) was created as part of a Santa Clara University (“SCU”) class project for _____ (the “Third Party”).

2. Subject to the license retained by SCU set forth herein, SCU hereby assigns to the Third Party SCU’s right, title and interest in and to the Work Product, including any intellectual property rights embodied therein. The Third Party shall make good faith efforts to give attribution to SCU and the students who contributed to the Work Product.

3. SCU agrees to sign, execute and acknowledge or cause to be signed, executed and acknowledged without cost, but at the expense of the Third Party, if any, 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 the Work Product. It is understood and agreed that the 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.

4. SCU retains a non-exclusive, fully paid-up, irrevocable, sub-licensable, transferable license to the any and all elements of the Work Product and intellectual property rights not specifically related to content provided by the Third Party.

5. 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.

Third Party

Signed:

Date:

Acknowledged by SCU

Signed:

Date:

Exhibit A
Work Product