

INTELLECTUAL PROPERTY AGREEMENT

between

Student(s) on Hatchery Project Team:

(the “Student(s)”)

and

LEHIGH UNIVERSITY
(the “University”)

(The Student(s) and the University are referred to herein as the “Parties”)

Name of Student Project: _____

BACKGROUND:

A. The University’s Policy on Intellectual Property states the University’s policy with respect to the identification, protection, ownership and administration of intellectual property created by faculty, staff, and students of the University.

B. The University’s Policy on Intellectual Property provides:
“When a student creates Intellectual Property independently, using only resources available in common to all students such Intellectual Property is owned by the student. However, Intellectual Property created by a student(s) when working for pay or academic credit, or voluntarily working on faculty projects or University Sponsored Projects is subject to the other six ownership principles.”

C. The University’s Policy on Intellectual Property further provides:
“Individual Project Agreements: The University may negotiate and sign Individual Project Agreements between the University and an individual member(s) of the faculty, staff or students that specify completely or partially the ownership of Intellectual Property created as a result of work conducted on a specific project. Individual Project Agreements by the University and potential creators are encouraged especially in situations that lack precedent and do not naturally fit into standard Intellectual Property practices.”

D. The Student(s) entering into this Agreement have been chosen to participate in the Hatchery summer student project accelerator for the purpose of learning and practicing the skills needed to develop the intellectual property created by the Student(s) in order to make their innovation the subject of a student venture development project (referred to herein as the "Project"). (Such intellectual property is referred to herein as the "Intellectual Property.")

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and intending to be legally bound, the Parties hereto agree as follows:

1. The University agrees that Student(s) shall retain all right, title and interest in the Intellectual Property created solely and independently by the Student(s) while working on the Project provided, however, that all of the following terms and conditions have been met or are met:

- a. The Intellectual Property was created using only resources available in common to all students and without making essential use of other University funds, resources or facilities.
- b. The Intellectual Property was created solely by the Student(s) who enter into this Agreement. In the event that University faculty or staff members are determined to be co-inventors of the Intellectual Property, this Agreement cannot and shall not be binding on these co-inventors with respect to their ownership or other interests and such issues must be determined by consulting the University's Policy on Intellectual Property and shall be resolved through separate agreements or understandings with such co-inventors or with the University, as necessary.
- c. The Student(s) who enter into this Agreement may decide to pursue patent, copyright, trademark, or any other legal protection of the Intellectual Property. In such event, the Student(s) shall bear all costs and expenses of such legal protection, including but not limited to patent, copyright, or trademark application fees, filing, prosecution, and maintenance fees, attorneys' fees, and related costs. The University shall not be responsible for any such costs or expenses.
- d. The Student(s) shall notify the University in writing of their intention to develop the Intellectual Property and may pursue the development of such Intellectual Property in the manner or manners that the Student(s) together find suitable, including but not limited to licensing or other marketing or commercialization of the Invention.
- f. The Student(s) agree to defend, indemnify, and hold harmless the University, its trustees, officers, faculty, students, employees, and agents

from and against any and all liability, loss, damage, claim or expense incurred or alleged by any party as a result of Student(s) sale, manufacture, promotion, commercialization, licensing, or other use or disposition of the Intellectual Property, including but not limited to those arising from personal injuries or death, property damages, infringement, and / or contractual damages. Student(s) shall require any buyer, licensee, manufacturer, or other commercial partner that Student(s) collaborate with to commercialize the Intellectual Property to defend, indemnify, and hold harmless the University to the same scope and extent.

2. This Agreement is intended to establish terms and conditions for the ownership, treatment and use of only the above-referenced Intellectual Property and shall not be construed to establish University policy or University commitments with respect to any other intellectual property.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have entered and signed this Agreement as of the date(s) indicated.

LEHIGH UNIVERSITY

STUDENT(S)

By: _____

By: _____

Vice President and Associate Provost for
Research and Graduate Studies

Student Entrepreneur

Name Printed: _____

Date: _____

Date: _____

By: _____

Student Entrepreneur

Name Printed: _____

Date: _____

By: _____

Student Entrepreneur

Name Printed: _____

Date: _____