**INTELLECTUAL PROPERTY (IP) AGREEMENT**

This IP agreement (“Agreement”) is in fulfillment of the National Science Foundation’s (“NSF’s”) Non-Academic Research Internships for Graduate Students Supplemental Funding program (“NSF INTERN Supplement”).

The request for a funding is being submitted by Dean Gillian Hayes Principal Investigator (“PI”) at the University of California, Irvine (“UCI”) to NSF for a potential internship beginning on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021.

As part of this internship, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a UCI graduate student (“Student”) advised by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Advisor”), will spend six (6) months at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Company”). While at Company, it is contemplated that the Student will be interacting with Company employees (including, but not limited to engineers, scientists, etc.) and that Student will conduct research and development and/or be engaged in activities related to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Project”).

***We believe that IP issues related to this supplemental activity will not unduly affect the graduation of the student involved in this supplemental activity.***

During the course of the Project, UCI and Company agree to the following:

1. Intellectual Property Rights.
   1. Copyrightable Works:
      1. If, during the performance of the Project, Company employees first reduce to tangible form a copyrightable work that does not involve contributions that rise to authorship under US Copyright Law from any UCI employees (including but not limited to, the Student and the Advisor), then Company will have sole ownership of that copyrightable work.
      2. If, during the performance of the Project, UCI employees (including, but not limited to, the Student and the Advisor) first reduce to tangible form a copyrightable work that does not involve any contributions that rise to authorship under U.S. Copyright Law from any Company employee, then UCI, as the employer of the Student, will have sole ownership of that copyrightable work.
      3. If, during the performance of the Project, a copyrightable work is first reduced to tangible form for which contributions that rise to authorship under U.S. Copyright Law are made by employees of both UCI and Company, then any copyrightable work will be owned jointly by UCI and Company, except that rights in the new copyrightable work shall be subject to each party’s rights in any underlying content that is used or incorporated into the new copyrightable work.
   2. Patent Rights: Inventorship of developments or discoveries first conceived and actually reduced to practice in the performance of the Project under this Agreement (“Subject Inventions”) will be determined in accordance with U.S. Patent Law. All rights to Subject Inventions invented solely by employees of UCI will belong solely to UCI. All rights to Subject Inventions invented solely by employees of Company will belong solely to Company. All rights to Subject Inventions invented jointly by employees of UCI and employees of Company will belong jointly to UCI and Company.
2. Publication Rights. Each party will have the unrestricted right to publish, disclose, disseminate and use, in whole and in part, any data or information developed under this Agreement. All individuals who receive funding from the NSF INTERN Supplement (including, but not limited to, the Student) are encouraged to publish their research results through, among other things, academic journals, conference presentations, and community outreach. Authorship of any publications will be determined in accordance with applicable academic customs including attribution.

By signature below of duplicate originals, Company and UCI hereby agree to this IP Agreement as of the Effective Date.

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| **The Regents of the University of California o/b/o its Irvine Campus** | | **COMPANY** | |
| By: |  | By: |  |
| Name: | Benjamin Chu, Ph.D. | Name: |  |
| Title: | Senior Licensing Officer, Research Translation Group | Title: |  |
| Date: |  | Date: |  |

Read and Acknowledged by Student and Advisor:

|  |  |  |  |
| --- | --- | --- | --- |
| By: |  | By: |  |
| Name: |  | Name: |  |
| Title: | Graduate Student | Title: | Professor |
| Date: |  | Date: |  |