

WORK PRODUCT AGREEMENT

This WORK PRODUCT AGREEMENT (this “**Agreement**”) as dated below (“**Effective Date**”) is made by and between _____ (“**Student**”) and _____ (“**Company**”).

Whereas, Company and Student desire to participate in an academic project facilitated by the Indiana University Luddy School of Informatics, Computing and Engineering (the “**Project**”), during which, the parties may collaborate and create work product for the completion of the Project.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Work Product; License. The Parties agree that Student may create work product during the completion of the Project. Under Indiana University’s intellectual property policy, students are afforded ownership rights to scholarly or academic works they create, **unless the students agree otherwise in writing**. As such, Student hereby agrees that ownership of all rights, title and interests in and to all of Student’s ideas, plans, designs, concepts, prototypes, files, visualizations and other work product conceived or produced in connection with or as a result of the Project, including all Intellectual Property Rights contained therein or derived therefrom, (collectively, the “Developed Materials”) shall vest exclusively in Company. Student agrees that all Developed Materials are, and shall be considered as, “works made for hire” under the laws of the United States. To the extent the Developed Materials do not qualify as “works made for hire,” or where Company deems necessary for any other reason, Student hereby assigns to Company, without further consideration, all rights, title and interests in and to such Developed Materials.

Except as expressly permitted herein, Student shall not: (a) reproduce, distribute, display publicly, perform publicly or use the Developed Materials (or any portion thereof) for any purpose alone or in combination with any other work; or (b) create any derivative work (as defined by United States copyright law) based upon the Developed Materials (or any portion thereof). For purposes of this Agreement, the term “Intellectual Property Rights” means all patents (including all reissues, divisions, continuations, and extensions thereof) and patent applications, trade names, trademarks, service marks, logos, trade dress, copyrights, trade secrets, mask works, rights in technology, know-how, rights in content (including performance and synchronization rights), or other intellectual property rights that are in each case protected under the laws of any governmental authority having jurisdiction. To the extent Company will own any of the Student’s work product and Developed Materials arising from the Project, including the Intellectual Property Rights therein, Company hereby grants Student a limited license to use such work product, Developed Materials, and Intellectual Property Rights solely for purposes consistent with this Agreement and the Project. For the avoidance of doubt, Student shall not be prohibited from disclosing generic (i.e., non-confidential) information regarding her/his participation in the Project, including limited portions of the Developed Materials to prospective employers for purposes of obtaining employment, or otherwise to exemplify the Student’s work product and experiences.

2. Independent Parties. The Parties enter this Agreement as independent contractors, and nothing herein shall be interpreted to create any employment relationship, agency, partnership, or joint venture between them.

3. No Compensation. Student hereby acknowledges and agrees that Student will not receive any compensation from Company for Student's participation in the academic course and Project and that Student does not expect to receive any compensation for participation in the Project.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Student

By: _____ Date: _____

Name: _____

By: _____ Date: _____

Name: _____