

Dartmouth College
CEDC 89/90
Student Participation Agreement (“Agreement”)

I understand that, as a Dartmouth student participating in the CEDC 89/90 Program (“The Program”) for credit, I may be working on projects that are sponsored by external parties and may give rise to intellectual property, and I acknowledge that the work that I do through The Program on these projects will be owned by Dartmouth and may then be transferred to external parties by Dartmouth. Therefore, in consideration for my compensation and the educational benefits I receive through participation in The Program, I agree that:

1. I hereby assign to Dartmouth all inventions, discoveries, works of authorship, and all associated material, which I create, conceive, or first reduce to practice in the course of my work in The Program, as well as any intellectual property rights therein (collectively referred to in this Agreement as “Dartmouth IP”). However, I will still own copyrights in publications or other scholarly presentations about the Dartmouth IP.

2. I understand that this assignment means I am releasing and waiving my rights to own any such Dartmouth IP, which I may have under Dartmouth’s policies or otherwise, and that, depending on whether or how Dartmouth transfers the Dartmouth IP, I may not receive any proceeds from the transfer, or from development or commercialization of the work I do through The Program.

3. I will disclose all Dartmouth IP to Dartmouth in accordance with the procedures of The Program, promptly and in writing, and I also will disclose any related publication, public use, or transfer of rights. I understand and agree that I am prohibited from transferring or granting rights to Dartmouth IP without Dartmouth’s approval, and if I have previously made any agreement that conflicts or could reasonably be construed to conflict with this Agreement, I will promptly disclose the circumstances to the TTO at technology.transfer@dartmouth.edu and cooperate in addressing any potential conflict.

4. I will cooperate fully with Dartmouth in securing patent or other protection for any such Dartmouth IP, including signing all documents, and I will provide Dartmouth with forwarding contact information when I leave The Program or change my address.

5. I agree that Sections 1 through 4 of this Agreement will only apply if the Sponsor of the project on which I am working has properly notified Dartmouth of its interest in acquiring any intellectual property developed during The Program.

6. While working at The Program I may become aware of confidential information, including confidential business information, technology, processes, and other sensitive information and data of Dartmouth or sponsors of projects at The Program (collectively, “Confidential Information”). Other than for legitimate purposes as required to perform my duties at The Program, I will not disclose or publish or otherwise disseminate to anyone, or use the Confidential Information outside of The Program. I understand, however, that this does not prevent me from publishing or disclosing presentations about the results of my work at The Program at academic and professional conferences, meetings of The Program, student classroom presentations, and as part of my personal experience portfolio samples, subject to the limitations established by The Program (such as, for example, requirements to submit a draft copy of the proposed publication or presentation for review at least 30 days prior to submission for publication or presentation, or possible delays of the proposed publication or presentation for up to an additional 30 days to allow for patent or copyright filings or other matters related to IP protection or removal of Confidential Information or trademarks).

7. I acknowledge that any violation of this Agreement may result in termination of my participation in The Program and/or disciplinary action by Dartmouth, or other penalties, and that my obligations under this Agreement will survive and remain in effect after the end of my participation on The Program. This Agreement encompasses the entire agreement between Dartmouth and me on this subject matter and supersedes all previous oral or written understandings between us.

Student Signature

Printed Name

Date