Student Waiver
Intellectual Property Ownership by Third-Party or University

1. BACKGROUND INFORMATION

According to the Andrews University Policy on Intellectual Property, Section 2.3, Student Academics: The University shall not claim ownership of IP conceived or developed by a student to meet course requirements.

Additionally, Section 2.3.1 states: Students who author or create copyrighted works which are submitted to meet course requirements own the copyrights in such works, even if they have been created using University facilities. Neither the course instructor nor the University may utilize or distribute student-owned copyrighted works for purposes beyond those of the course in which they are submitted without obtaining the written permission of the student.

In general, there are two cases in which the student might be asked to waive their rights to intellectual property, which are stated in the IP Policy in:

- Section 2.3.2: In certain cases, a student participating in research is expected to sign, upon request, an IP waiver to maintain the IP rights of a third-party involved in a research or research & development project with the University; and
- Section 2.3.4: In certain cases, a student participating in research is expected to sign, upon request, an IP waiver to maintain the IP rights of the University (or its designee(s)) when that IP is conceived or developed as part of the research work of a University employee.

2. STUDENT WAIVER

“I, ____________________________, waive my rights of ownership for the intellectual property conceived or developed as part of the course _______________________________, or as part of the research or research and development project _______________________________ under the leadership of professor or staff member _______________________________. I acknowledge that this is done to protect the IP rights of a third-party involved in a research or research & development project with the University, or to protect the IP rights of the University (or its designee(s)). The IP was conceived or developed in __________________________ [Semester/Year].

3. TERM

This waiver allows the University or a third-party to perpetually use or distribute, without financial obligation to student, any or all intellectual property created or developed by the student as part of an academic course, a research project, or a research and development project.

4. SIGNATURES

Student Name: ___________________________  Witness Name: ___________________________

Signature: ___________________________  Signature: ___________________________

Date: ___________________________  Date: ___________________________