

Information Related to Student Internships and Capstone Project Agreements –For Students

Over the years we've seen a shift in internship agreements such that they now are becoming essentially short-term employment agreements. What this means for you is that instead of focusing only on what you are doing in the internship and capturing that for the company, the agreements are essentially the same ones they use for employees, which by their nature try capturing everything you might conceivably do related to the company's business, except for what is specifically excluded. This puts the burden on you, not the company, to define why you're there and what you are doing.

This isn't a big problem if the internship or coop has nothing to do with your areas of research elsewhere, say at the University for thesis or dissertation. However, many internships or coops are initiated precisely because you are doing something at the University in an area of the company's interest. This creates a potential problem in that intellectual property created by you and that may involve others at the University could be compromised, or conflicting obligations may arise. For example, a significant aspect of your University research could become unpublishable if the company, through the internship, owns the necessary data and they choose to hold it as confidential and proprietary.

Doing an internship, particular capstone project or coop is a little like buying something. Your real power as a consumer is NOT to buy. Ultimately, you weigh the advantages of ownership with the price. No matter how much you want it, if the price exceeds your ability to pay then you have two choices, don't buy or switch to another product. In that light, as you talk to companies about internships, you'll need to balance the experience, exposure, and research opportunities you will gain against the freedom to pursue any research goals or ends and flexibility you will lose.

From the University's perspective some things you may wish to be aware of and as appropriate ask an employment attorney about:

Carefully consider when you are asked to agree to:

- Indemnify anyone - how are you going to pay to do that?
- Warrant anything - unless you know it for a fact and can prove it to a stranger
- Export intellectual property from your thesis or other sponsored research to which you have had access at the University – this may not be yours to export and may in fact belong the University of Oregon or others
- Abstain from working in the area of the company's research after you leave unless it is totally unrelated to anything you plan to do in the next two years – aren't you doing the internship to gain experience for future employment?

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You may have to agree to do the following:

- Keep the work you did confidential
- Not bring into the company any code or other intellectual property that you don't own; if you are thinking of using something in your possession and don't know if you own it, assume the default is that you don't.
- Agree to grant the company free license to anything you owned and used on their stuff during the internship.

You will probably have to agree with most companies to:

- Assign rights in inventions and copyrights created during the coop or internship to the company; this is generally to anything you do that is reasonably related to the business of the company whether it is done at the company or not.
- Execute any necessary documents required by the company to perfect assigned intellectual property rights
- Grant free license to the company to anything you owned that you incorporated into your work for your internship at the company
- Exclude or list patents, code, or other intellectual property that is owned by you, or may be owned by you, that is to be excluded from coverage by the agreement.

You should try to:

- Set reasonable time limits for confidentiality - the time limit will depend upon how quickly information becomes outdated in your area
- Create a defined work plan for the coop or internship before you agree to sign on the dotted line
- Document what you did at the company
 1. Give a concluding seminar at the company
 2. Put together a publication on the results of your internship
 3. Summarize at the end of the period what you worked on, give a copy to your company supervisor, and retain a confidential copy for your records.

And definitely consult a lawyer if you need legal advice on an employment or internship agreement.