

ABOUT THE USE OF THIS FORM

Background and purpose

The purpose of this form is to ensure that MSU can fulfill its legal obligations regarding intellectual property (IP) when students are involved in a project at MSU, but are not being paid as MSU employees. Examples of such cases include Capstone projects, senior design projects, independent study, or a student volunteering to perform unpaid work in a research lab.

MUS Board of Regents policies 401.2 and 401.3 effectively require MSU employees to assign IP to MSU in situations where MSU is performing sponsored work (e.g. research, testing, production of materials), regardless of the nature of the sponsor (e.g. federal agency, state government, foundation, industry). This allows MSU to fulfill its legal obligations to the sponsor. However, students taking classes or volunteering in a research lab are under no legal obligation to assign IP they create, which can result in MSU being unable to meet its contractual and regulatory commitments in the absence of an agreement.

The solution is for instructors to ask the students to either sign the form, voluntarily, or to participate in an alternative assignment, which will not negatively impact the student's grade or their ability to complete the course. For example, if a student in a Capstone class does not want to sign an IP assignment agreement, then they cannot work on a sponsored project if MSU has IP obligations to that sponsor. (This includes most federally funded research awards). In such cases, the student must be given an alternative option e.g., substituting a course or allowing them to work on a project that is not sponsored, so that the student is able to complete their class requirements and graduate without penalty.

Instructions for use of this form

- 1) Near the top of the form, there is a blank line. Briefly describe the project that the student will be working on.
- 2) All students working on the sponsored project should sign this form. Feel free to add extra lines for additional students, as required.
- 3) The faculty member supervising the project should sign the appropriate line.
- 4) At the bottom of the form, there is a line for Project Sponsor. If the project is a Capstone project, the project sponsor may be a company. Type or print the company name in this space. If the project is being sponsored by an award that came through OSP, then the project sponsor should be Montana State University, even if the ultimate source of funds is, for example, the federal government or a private company.
- 5) The faculty member supervising the project should retain the original of the signed form.
- 6) If the project is sponsored by an outside entity, the faculty member sponsoring the project should send the sponsor a copy of the form.
- 7) In cases where Montana State University is the sponsor, the MSU Technology Transfer Office may request a copy of the form.

MEMORANDUM OF UNDERSTANDING
REGARDING PROJECT INTELLECTUAL PROPERTY RIGHTS

The undersigned student(s) have been given the opportunity to work on the following project ("Project"):

The Project may be of a proprietary nature and/or funded by a Project Sponsor. The Project may or may not result in the development of patentable inventions and/or copyrightable work products in which the Project Sponsor may have a proprietary interest.

Therefore, it is important that the students working on the Project and the Project Sponsor have a full understanding of the students' respective rights and obligations regarding these proprietary interests, copyright, and patent rights. This memorandum sets forth the understanding of the parties.

1. The students have the right to submit any thesis, dissertation, or other academic product based upon or resulting from the Project work as part of the fulfillment of the requirements for obtaining an undergraduate, master's, or doctoral degree from Montana State University. The students understand that participation in any given project is voluntary and a student may request an alternative means to fulfill any applicable academic requirements.
2. The students understand that their work on the Project must be available to the Sponsor to meet grant or other contractual requirements. Therefore, in exchange for the valuable educational experience gained by participation in the Project, the undersigned students do hereby assign their respective rights, titles and interests in any research or other project outcome, including but not limited to copyright or patent rights if applicable, derived from their work on this Project to the Sponsor.
3. Except as otherwise provided herein, each student agrees that he/she will not disclose any confidential information, data, know-how, or research results obtained from Sponsor in connection with this Project without the prior written permission of the Sponsor.

Student: _____

Date: _____

Student: _____

Date: _____

Student: _____

Date: _____

Student: _____

Date: _____

Faculty Advisor: _____

Date: _____

Project Sponsor: _____

Date: _____