

CSE498, Collaborative Design Project Intellectual Property Agreement

This Agreement

This document sets forth my rights and responsibilities regarding intellectual property that I create through my participation in CSE498, Collaborative Design, under the direction of Dr. Wayne Dyken, Department of Computer Science and Engineering, at Michigan State University with a project for <<Company Name>>, (hereafter "COMPANY") with offices located at <Company Address>, titled "<<Project Title>>" (hereafter "PROJECT"). I understand this document is an assignment of intellectual property rights and is a binding legal agreement between COMPANY and myself, <student name> (hereafter "STUDENT"), with a home address at <student home address>. STUDENT understands they have the right to seek independent legal advice at their own expense prior to signing this agreement.

Background

While Michigan State University students generally are assigned any rights owned by Michigan State University in their classroom inventions, in some circumstances, projects involve special collaboration with companies for the benefit of providing STUDENT with a real world experience. In these circumstances, COMPANY may require students to assign their rights in inventions resulting from these projects in which students elect to participate. Students are not obligated to participate in projects or activities that require the assignment of the student's intellectual property rights to COMPANY or another entity.

However, as a condition for STUDENT's participation in PROJECT involving the project provided by COMPANY, COMPANY requires STUDENT to assign his or her rights in intellectual property created in the course of STUDENT's work on PROJECT, as further described below.

Assignment of Intellectual Property Rights

STUDENT understands that they have contributed, or may be contributing, to the development of PROJECT, including the creation of and making of works of authorship, code, inventions, creations, materials, papers, and/or discoveries made (conceived or first reduced to practice) in the course of STUDENT's work on PROJECT (hereafter "INVENTIONS"). STUDENT agrees as a condition of participating in PROJECT, and in consideration for the benefits obtained by working on PROJECT, to assign, and STUDENT hereby assigns, to COMPANY all rights, title, and interest in any and all INVENTIONS.

STUDENT acknowledges that by assigning rights in any and all INVENTIONS to COMPANY, COMPANY will be the sole owner of INVENTIONS and will manage the rights in INVENTIONS and be solely responsible for deciding what form of protection, if any, to pursue and the form and extent of commercialization of INVENTIONS, if any.

Cooperation with COMPANY

STUDENT agrees to inform COMPANY of all INVENTIONS and to reasonably cooperate with COMPANY, at COMPANY's expense, to secure COMPANY's rights in the intellectual property (including copyright(s), patent(s), trademark(s), trade secret(s), or other means of protecting inventions) related to INVENTIONS.

**CSE498, Collaborative Design Project
Intellectual Property Agreement**

STUDENT agrees to make themselves reasonably available to COMPANY personnel, including its attorneys and agents, to sign all papers, take all rightful oaths, and perform all acts which may be necessary, desirable or convenient for fulfilling this assignment and for securing and maintaining intellectual property to INVENTIONS in any and all countries and for vesting title in COMPANY, its successors, assigns, and legal representatives.

General Terms

The parties agree that any xerographically or electronically reproduced copy of this fully-executed agreement shall have the same legal force and effect as any copy bearing original signatures of the parties. This agreement constitutes the entire agreement between the parties concerning the subject matter thereof.

STUDENT understands they are not required to participate in PROJECT, but if they do so, then the terms of this agreement apply.

STUDENT's obligations and responsibilities under this agreement will continue after completion of PROJECT and/or conclusion of their involvement with PROJECT.

This agreement is effective upon the latest date of signature.

COMPANY

Signature: _____

Printed Name: _____

Title: _____

Date: _____

STUDENT

Signature: _____

Printed Name: _____

Date: _____

A parent or legal guardian is required for students younger than 18 years of age:

Parent/Legal Guardian: _____

Date: _____