

**<Course Number/Name>, Vertically Integrated Projects
Intellectual Property Agreement**

This Agreement

This document sets forth my rights and responsibilities regarding intellectual property that I create through my participation in <Course Title>, under the direction of <faculty name>, <Department>, at Michigan State University ("MSU") with a project for Vertically Integrated Projects (hereafter "PROJECT"). I understand this document is an assignment of intellectual property rights and is a binding legal agreement between MSU 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 MSU students generally are assigned any rights for inventions that they develop in their classes, in some circumstances, projects involve special access to MSU resources (including lab space and equipment, research expertise, and other resources supported with third party funding) for the benefit of providing STUDENT with a real world research experience.

As a condition for STUDENT's participation in PROJECT involving the project provided by MSU, MSU requires STUDENT to assign their rights in intellectual property created in the course of STUDENT's work on PROJECT to MSU, 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 MSU all rights, title, and interest in any and all INVENTIONS.

STUDENT acknowledges that by assigning rights in any and all INVENTIONS to MSU, MSU will be the sole owner of STUDENT'S interest in 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. Further, any INVENTION shall be administered as a university-owned invention or work under the MSU Patent Policy and/or MSU Copyright Policy, including STUDENT'S right to participate in license revenue sharing, if any.

Cooperation with MSU

STUDENT agrees to inform MSU of all INVENTIONS and to reasonably cooperate with MSU, at MSU's expense, to secure MSU'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.

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STUDENT agrees to make themselves reasonably available to MSU 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 MSU, its successors, assigns, and legal representatives.

General Terms

The parties agree that any electronically signed or 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 acknowledges that this is an elective course, and that STUDENT is not obligated to participate in this class or the PROJECT as a requirement for progress towards their degree.

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

STUDENT certifies that they are eighteen (18) years of age or older at the time of signing this agreement.

This agreement is effective upon the latest date of signature below.

STUDENT

Signature: _____

Printed Name: _____

Date: _____