

MEMORANDUM OF UNDERSTANDING

REGARDING PROJECT INTELLECTUAL PROPERTY RIGHTS

**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 include Capstone projects, senior design projects, independent study, or a student performing volunteer work in a research lab.

MUS Board of Regents policies 401.2 and 401.3 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. For example, anyone working on a federally funded research award, including students, are typically required to sign an IP assignment agreement or else they are not permitted to work on the project.

The solution is for instructors to ask students to either sign the attached form assigning their IP rights, or to participate in an alternative assignment. 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 or any negative impact on their grade.

**Instructions For Use of Form:**

1. It is intended that a single form can be used for multiple students working on a single project (e.g. a Capstone team). Near the top of the form, there is a blank line. Briefly describe the project that the student(s) will be working on.
2. All students working on a given sponsored project should sign this form.
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.



MONTANA STATE UNIVERSITY

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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 student(s) 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. Student(s) 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. Participation in any given project is voluntary and the student(s) may request an alternative means to fulfill any applicable academic requirements.

2. The student(s) 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 student(s) 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, the student(s) agree 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: