

# **Student Assignment and Agreement Concerning Class Project Intellectual Property Rights**

The Student, \_\_\_\_\_, whose address is \_\_\_\_\_  
\_\_\_\_\_ has elected to  
participate in the development of the invention/ process \_\_\_\_\_  
\_\_\_\_\_ ("Intellectual Property"), in partial fulfillment  
of the requirements in \_\_\_\_\_, a design course offered by Michigan State University in  
\_\_\_\_\_ semester, 200\_\_\_. By signature of this Assignment and Agreement, Student  
explicitly acknowledges that participation in the development of the Intellectual Property  
was not a requirement of the course, but was Student's free choice from among various  
course options, made with Student's prior knowledge of the necessity for the assignment  
of rights and interest set forth in this document.

The Project Sponsor, \_\_\_\_\_ whose address is \_\_\_\_\_  
\_\_\_\_\_,  
intends if possible to develop, commercialize and use the Intellectual Property and to  
license its use, provided that the Student and other developers assign to Project Sponsor  
any proprietary rights they may have in the Intellectual Property to assure the Project  
Sponsor's exclusive rights. The Student wishes to facilitate the recognition, development  
and commercialization of the Intellectual Property by Project Sponsor.

**Therefore,** Student and Project Sponsor agree as follows:

1. Student hereby assigns and transfers to the Project Sponsor any interest or rights the Student may have in the Intellectual Property, including any know-how, in the United States and its territorial possessions and in all foreign countries, including without limitation the right to license use of the Intellectual Property to others. Student agrees that except as provided herein, Student shall receive no payment, royalties, or other consideration of any kind from Project Sponsor or from Michigan State University for such assignment and transfer of rights and interest.
2. In consideration of Student's assignment of Intellectual Property to Project Sponsor, Project Sponsor agrees to defend Student at Project Sponsor's cost and expense, and will indemnify and hold harmless Student and his/her family, heirs and assigns (collectively, the "Indemnitees") from and against any and all claims, losses, costs, damages, fees (including attorneys fees) or expenses arising out of or in connection with (i) the manufacture, use, commercialization, marketing or sale by Project Sponsor of any Product, Process, or Service produced, developed, or otherwise deriving from the

assigned Intellectual Property, (ii) the use or misuse by Project Sponsor or a third party (including end consumers) of any Technology, Know-How, Patent, Product, Process, or Service (including but not limited to any product liability claims, whether brought as a tort, breach of warranty or strict liability cause of action) produced, developed, or otherwise deriving from the assigned Intellectual Property, and (iii) any claim of infringement of patents, copyrights and/or trademarks of third parties.

3. Student agrees to cooperate with Project Sponsor by signing such documents as are necessary to secure intellectual property protection pursued by Project Sponsor with regard to Intellectual Property assigned under this Assignment and Agreement.

4. As used herein, "Confidential Information" shall mean information, know-how, samples, drawings or data, technical or non-technical, relating to the Project, that originates with either party and is disclosed or provided to the other. The information, know-how, samples, drawings or data, technical or non-technical, provided by a party to the other party shall be deemed confidential if it is marked confidential or stated in writing to be confidential. If a party orally discloses Confidential Information to the other party, informing the recipient of its confidential nature at the time of the oral disclosure, the disclosing party shall reduce the disclosure to writing within thirty (30) days and mark it confidential. The recipient may use the originator's Confidential Information for purposes of this Assignment and Agreement, but agrees neither to use for any other purpose nor to disclose or provide such Confidential Information to any third party for a period of three (3) years from the date of receipt of the Confidential Information or until one (1) year after the termination of this Assignment and Agreement or any extension thereof, whichever is later, except as follows:

- (a) To the extent that such Confidential Information was known to the recipient prior to its receipt from the originator, and this is documented in written records made by recipient prior to such disclosure; or
- (b) To the extent that such Confidential Information is public knowledge prior to or after its disclosure, other than through acts or omissions attributable to the recipient; or
- (c) To the extent that such Confidential Information was lawfully disclosed or provided to the recipient by a third party who had the right to disclose it; or
- (d) To the extent that such Confidential Information was discovered independently by the recipient without reference to materials provided by the originator, and this is documented in written records of the recipient; or
- (e) To the extent that disclosure is required by law or court order.

5. This Assignment and Agreement shall be governed by and construed in accordance with the law of the State of Michigan. This Assignment and Agreement constitutes the

entire agreement of the Student and the Project Sponsor concerning the matters hereunder. No oral or other written agreements or representations shall be of any effect.

STUDENT:

Typed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

PROJECT SPONSOR:

Typed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_