

**MEMORANDUM OF UNDERSTANDING
REGARDING STUDENT AND UNIVERSITY
PATENT RIGHTS AND COPYRIGHT**

This memorandum of understanding is entered into by _____, a student at Montana State University [“student”], _____, a professor/researcher at Montana State University [“faculty”], and Montana State University [“university”].

The student is enrolled in _____, which may involve working on project(s) for private companies. This project(s) may or may not result in the development of patentable inventions and/or copyrightable work products in which the university and/or a private sponsor may have a proprietary interest.

Therefore, it is important that the student, faculty, and the university have a full understanding of student’s rights and obligations regarding these proprietary interests, copyright, and patent rights. This memorandum sets forth the understanding of the parties:

1. The student acknowledges receipt of copies of the relevant patent/copyright policies of the Montana Board of Regents and Montana State University. As is required under the policies, the student agrees to disclose any discoveries he/she makes that may be patentable/copyrightable to the Technology Transfer Office [“TTO”].
2. The student has the right to submit any thesis, dissertation, or other academic product based upon or resulting from his/her work as part of the student’s fulfillment of the requirements for obtaining an undergraduate, master’s, or doctoral degree from the University.
3. In exchange for the opportunity to participate in this project(s) and the right to receive royalties, the student agrees to assign his/her right, title, and interest in any research or other project outcome, including copyright or patent rights, derived from the student’s work in this class(es) to the university. This assignment vests rights in the university as provided for in the university’s copyright and patent policies attached hereto and is subject to the student’s right to share in royalties in the same manner as employees of the university.
4. The student agrees that he/she will not disclose any confidential information, data, know-how, or research results obtained in connection with this project(s), except with the prior written permission of the MSU-Bozeman TTO.

Student _____ Date _____

Supervising Faculty _____ Date _____

Director, TTO _____ Date _____