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 / engaged in ____________________________ which may involve working on projects for private companies. These projects 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 the 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.

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 these projects 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 these classes 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 class, except with the prior written permission of the MSU-Bozeman Technology Transfer Office.

Student _______________________________ Date ________________

Supervising Faculty _________________________ Date ________________

Vice President for Research ___________________ Date ________________