

Student IP Assignment Agreement

I have chosen to participate in a {describe} project for which the sponsoring entity requires an assignment of intellectual property I create as a result of this project to the sponsoring entity as a condition of participation and for access to confidential information, technology, and trade secrets belonging to the sponsoring entity. I understand that my rights and responsibilities regarding intellectual property I create as an undergraduate student at {name of institution} include the following.

General Rule. As specified in Board of Trustees Policy 3.26, any intellectual property created, conceived or first reduced to practice by undergraduate students at {name of institution}, including copyrights and patent rights, as work product of a course, will be owned by the undergraduate student. {Name of institution} does not claim ownership of such intellectual property.

Special Situations. Situations may occur in certain courses where students are presented with the opportunity to participate in a project or activities in which a sponsoring entity requires that the ownership of any resulting intellectual property must be assigned to {name of institution} or the sponsoring entity as a condition of the student's participation and access to confidential information, technology, and trade secrets belonging to the sponsoring entity. Students are never obligated to participate in activities that require the assignment of the student's intellectual property to another entity. The student's grade and/or evaluation of performance in the course will not be affected by the student's decision to participate or not to participate in projects or activities requiring the assignment of the student's intellectual property.

Students should understand that the assignment of intellectual property is a binding legal agreement and that they have the right to seek independent legal advice at their own expense prior to signing this agreement.

Assignment of Rights. I agree as a condition of my participation as a member of the team for the project sponsored by XCEL Energy RDF Grant Award HE4-1 entitled:

to assign, and do hereby assign, to the State of Minnesota, through the Board of Trustees of the Minnesota State Colleges and Universities, all intellectual property rights (including, but not limited to, copyright and patent rights) that I may acquire in copyrightable and/or patentable documents, inventions, or discoveries that are created, authored, conceived or first actually reduced to practice by me as a result of my participation in this {course/project} (the "Assigned Property").

I agree to inform {name of institution} of any intellectual property that I may develop and to cooperate with {name of institution}, at {name of institution}'s expense, to obtain a patent and/or register a copyright as the case may be regarding my intellectual property.

January 2017

Office of General Counsel

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Right to Receive Royalties. I understand that if I assign my intellectual property rights to {name of institution}, then {name of institution} will manage the intellectual property and shall be solely responsible for patenting and commercialization of the intellectual property. {Name of institution} shall have the sole right and responsibility to determine the extent of United States and foreign patent prosecution, maintenance, enforcement and defense relating to the intellectual property. I understand that if I assign my intellectual property rights to {name of institution}, then I will not receive any financial benefit or licensing or patenting assistance from the University for that Intellectual Property. Any financial benefit would have to be agreed to in a separate agreement with {name of institution}.

Cooperation with Patenting Process. I agree to make myself available to patent attorneys, to sign all papers, take all rightful oaths, and perform all acts which may be necessary for fulfilling this assignment and for securing and maintaining patents to the intellectual property in any and all countries and for vesting title thereto in {name of institution}. The {name of institution} understands that, since I am an inventor, I will be included as an inventor in any resulting patent sought by the Sponsor. I understand that my responsibilities to cooperate in the patenting process under this agreement will continue after completion of the course and possibly even after my association with {name of institution}.

Representations and Warranties. I represent and warrant to {name of institution} that: I exclusively own all right, title, and interest in and to the Assigned Property; I have not granted and will not grant any licenses or other rights to the Assigned Property to any third party; the Assigned Property is free of any liens, encumbrances, security interests, and restrictions on transfer; to my knowledge, the Intellectual Property that is assigned as part of the Assigned Property does not infringe Intellectual Property Rights of any third party; and there are no legal actions, investigations, claims, or proceedings pending or threatened relating to the Assigned Property.

General Terms.

Entire Agreement. This Agreement constitutes the sole agreement of the parties with respect to its subject matter. It supersedes any prior written or oral agreements or communications between the parties. It may not be modified except in a writing signed by the parties.

Notices. All notices and other communications required or permitted under this Agreement must be in writing and must be sent to the party at that party's address set forth below or at whatever other address the party specifies in writing.

Severability. If any part of this Agreement is for any reason held to be unenforceable, the rest of it remains fully enforceable.

Applicable Law. Minnesota law applies to this Agreement without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction.

Jurisdiction and Venue. The parties hereby irrevocably consent to the jurisdiction of the state and federal courts located in the State of Minnesota, in any action arising out of or relating to this Agreement, and waive any other venue to which either party might be entitled by domicile or otherwise

This agreement is effective upon the latest date of signature.

Student

Minnesota State Colleges and Universities

By:

By:

Name: _____

Name: _____

Date: _____

Title: _____

Address: _____

Date: _____

City, State, Zip: _____

Address: _____

Tel: _____

City, State, Zip: _____

Email: _____

Tel: _____

Email: _____

A parent or legal guardian signature is required for students younger than 18 years of age:

Parent/Legal Guardian: _____ Date: _____