



Faculty/Staff IP Assignment Agreement

I understand and acknowledge that the Board of Trustees of the Minnesota State Colleges and Universities (Minnesota State) has a Policy regarding the ownership of intellectual property, as outlined in Board Policy 3.26 Intellectual Property, which may be revised from time to time. I also understand that Minnesota State's funding agreements with third parties, including Xcel Energy, impose certain obligations on the university, its faculty, staff, and students with respect to rights in inventions.

In consideration of my employment and/or my participation as a member of the team for the project sponsored by XCEL Energy RDF Grant Award HE4-1 entitled:

_____ (the "Project"),
and with the intent to be legally bound, I agree as follows.

1. I will abide by Board Policy 3.26 Intellectual Property, and I agree to inform Minnesota State of any intellectual property that I may develop as part of the Project and to cooperate with Minnesota State, at Minnesota State's expense, to obtain a patent and/or register a copyright as the case may be regarding my intellectual property. I understand that my responsibilities to cooperate in the patenting process under this agreement may continue after my association with Minnesota State.
2. To assign, and do hereby irrevocably 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 the Project (the "Assigned Property").

Right to Receive Royalties. I understand that if I assign my intellectual property rights Minnesota State, then Minnesota State will manage the intellectual property and shall be solely responsible for patenting and commercialization of the intellectual property. Minnesota State 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 Minnesota State, 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 Minnesota State.

Representations and Warranties. I represent and warrant to Minnesota State 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

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Office of General Counsel

Student IP Assignment Agreement

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.

Right to Counsel. The parties understand that the terms of this Agreement have legal impact on the ownership of Project Developments and potential future royalties. **Both parties have had their legal counsel review, or have had the opportunity for legal counsel to review, this Agreement.**

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

I certify that I have no other agreements with or obligations to others in conflict with this assignment and transfer, except as identified on pages attached to this document, and I will not knowingly enter into any such agreement in the future.

This agreement is effective upon the latest date of signature.

Faculty/Staff

Accepted by:

By:

Minnesota State Colleges and Universities

By:

Name: _____

Date: _____

Name: _____

Address: _____

Title: _____

City, State, Zip: _____

Date: _____

Tel: _____

Address: _____

Email: _____

City, State, Zip: _____

Tel: _____

Email: _____