

MEMORANDUM OF UNDERSTANDING  
REGARDING STUDENT INTELLECTUAL PROPERTY

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 working on a project which may involve working on continuing projects, projects of a proprietary nature or projects funded by sponsors/university. 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.

In exchange for the opportunity to work on the project outlined above

1. The student has the right to submit any thesis, dissertation, or other academic product based upon or resulting solely 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.
2. The student understands that his or her work on the project must be available to the university and/or funding agency/sponsor. Therefore, he/she assigns his/her right, title and interest in any research or other project outcome, including copyright or patent rights if applicable, derived from the student's work in these classes/projects to the University. After assignment, the student will have the same rights as MSU employees who are also required to assign their rights under the policies. MSU is solely responsible for determinations regarding any future transfer of technology or assignment of intellectual property rights.
3. If a manuscript has not been submitted for publication within 1 year after graduation, the advisor/committee will be entitled to publish the work. Authorship will be determined according to copyright laws, but in most cases (except when thesis work is a part of a larger product) first authorship will reside with the student. The student shall be provided with notice at the last known address that the advisor/committee is exercising its rights to publish under this provision.
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/project, except with the prior written permission of the MSU-Bozeman Technology Transfer Office.

\_\_\_\_\_  
Student

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

\_\_\_\_\_  
Supervising Faculty

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