Student Assignment and Agreement Concerning Class Project Intellectual Property Rights

The Student, ______________________________, whose address is ______________
__________________________________________________________ has elected to
participate in the development of the invention/ process __________________________
_________________________________  ("Intellectual Property"), in partial fulfillment
of the requirements in ________, a design course offered by Michigan State University in
_________ semester, 200__. By signature of this Assignment and Agreement, Student
explicitly acknowledges that participation in the development of the Intellectual Property
was not a requirement of the course, but was Student’s free choice from among various
course options, made with Student’s prior knowledge of the necessity for the assignment
of rights and interest set forth in this document.

The Project Sponsor, ________________________ whose address is ________________
_______________________________________________________________________,
intends if possible to develop, commercialize and use the Intellectual Property and to
license its use, provided that the Student and other developers assign to Project Sponsor
any proprietary rights they may have in the Intellectual Property to assure the Project
Sponsor's exclusive rights. The Student wishes to facilitate the recognition, development
and commercialization of the Intellectual Property by Project Sponsor.

Therefore, Student and Project Sponsor agree as follows:

1. Student hereby assigns and transfers to the Project Sponsor any interest or rights the
Student may have in the Intellectual Property, including any know-how, in the United
States and its territorial possessions and in all foreign countries, including without
limitation the right to license use of the Intellectual Property to others. Student agrees
that except as provided herein, Student shall receive no payment, royalties, or other
consideration of any kind from Project Sponsor or from Michigan State University for
such assignment and transfer of rights and interest.

2. In consideration of Student’s assignment of Intellectual Property to Project Sponsor,
Project Sponsor agrees to defend Student at Project Sponsor's cost and expense, and will
indemnify and hold harmless Student and his/her family, heirs and assigns (collectively,
the “Indemnitees”) from and against any and all claims, losses, costs, damages, fees
(including attorneys fees) or expenses arising out of or in connection with (i) the
manufacture, use, commercialization, marketing or sale by Project Sponsor of any
Product, Process, or Service produced, developed, or otherwise deriving from the
assigned Intellectual Property, (ii) the use or misuse by Project Sponsor or a third party
(including end consumers) of any Technology, Know-How, Patent, Product, Process, or
Service (including but not limited to any product liability claims, whether brought as a
tort, breach of warranty or strict liability cause of action) produced, developed, or
otherwise deriving from the assigned Intellectual Property, and (iii) any claim of
infringement of patents, copyrights and/or trademarks of third parties.

3. Student agrees to cooperate with Project Sponsor by signing such documents as are
necessary to secure intellectual property protection pursued by Project Sponsor with
regard to Intellectual Property assigned under this Assignment and Agreement.

4. As used herein, "Confidential Information" shall mean information, know-how,
samples, drawings or data, technical or non-technical, relating to the Project, that
originates with either party and is disclosed or provided to the other. The information,
know-how, samples, drawings or data, technical or non-technical, provided by a party to
the other party shall be deemed confidential if it is marked confidential or stated in
writing to be confidential. If a party orally discloses Confidential Information to the
other party, informing the recipient of its confidential nature at the time of the oral
disclosure, the disclosing party shall reduce the disclosure to writing within thirty (30)
days and mark it confidential. The recipient may use the originator's Confidential
Information for purposes of this Assignment and Agreement, but agrees neither to use for
any other purpose nor to disclose or provide such Confidential Information to any third
party for a period of three (3) years from the date of receipt of the Confidential
Information or until one (1) year after the termination of this Assignment and Agreement
or any extension thereof, whichever is later, except as follows:

(a) To the extent that such Confidential Information was known to the
recipient prior to its receipt from the originator, and this is documented in written
records made by recipient prior to such disclosure; or

(b) To the extent that such Confidential Information is public knowledge
prior to or after its disclosure, other than through acts or omissions attributable to
the recipient; or

(c) To the extent that such Confidential Information was lawfully disclosed
or provided to the recipient by a third party who had the right to disclose it; or

(d) To the extent that such Confidential Information was discovered
independently by the recipient without reference to materials provided by the
originator, and this is documented in written records of the recipient; or

(e) To the extent that disclosure is required by law or court order.

5. This Assignment and Agreement shall be governed by and construed in accordance
with the law of the State of Michigan. This Assignment and Agreement constitutes the
entire agreement of the Student and the Project Sponsor concerning the matters hereunder. No oral or other written agreements or representations shall be of any effect.

STUDENT:
Typed Name: _______________________________
Signature: _______________________________
Date:   ______________________________

PROJECT SPONSOR:
Typed Name: ______________________________
Signature: ______________________________
Date:  ______________________________