

## STUDENT PROJECT PARTICIPANT PATENT, RESEARCH, AND PROPRIETARY RIGHTS AGREEMENT

I understand that as a student of Michigan Technological University (the University) and a participant in the Capstone Project Team/Enterprise Team designated \_\_\_\_\_ (the Team);

I understand that my duties as a participant in the Team and a student of Michigan Technological University (the "University") may include some form of research and access to specialized facilities and proprietary data. I agree that the facilities, equipment, and funds provided to me may be used in the conception or reduction to practice of Proprietary Information as defined below and in the creation of documentation, data, and reports related to Proprietary Information.

I agree that for the purposes of this agreement "Proprietary Information" means, collectively and individually,

- (1) patentable and unpatentable inventions of all types, including without limitation discoveries, developments, methods, apparatus, and software, that result from my duties as a member of the Team, and
- (2) any and all documentation, data, and reports related to or associated with any such patentable or unpatentable inventions which are reduced to practice, conceived, or created by me, either solely or jointly with others, within the scope of my duties as a participant in the Team, or through the use of specialized facilities and equipment of the University.

A. In consideration of my participation in the Team the access to specialized facilities granted to me by the University; and in order to settle in advance any questions regarding the ownership of any Proprietary Information;

I agree that the University shall own all Proprietary Information that results from my participation on the Team and the University also shall own any patents or copyrights relating to such Proprietary Information.

I further agree:

1. I will promptly and fully disclose all Proprietary Information to the University.
2. With respect to all Proprietary Information, the University may 1) determine, in its sole discretion, that the ownership of the Proprietary Information will not be retained by the University and it will notify me of the relinquishment of its rights to me, 2) notify me that the Proprietary Information will be accepted on a provisional basis, 3) accept the Proprietary Information, or transfer the ownership of the Proprietary Information to any third party who has sponsored or collaborated with the Team.
3. I will cooperate with the University and/or any third party sponsor or collaborator in making application for U.S. and foreign patents or copyrights relating to any Proprietary Information at the request of and at the expense of the University and/or any third party sponsor or collaborator should it determine, in its respective sole discretion, that an application is warranted. I will do all acts required to assist the University and/or the third party sponsor or collaborator in obtaining, maintaining, and enforcing patents and copyrights or other interests held by the respective party in Proprietary Information in any and all countries, all to be done without further compensation to me other than reimbursement for direct expenses in providing such assistance.
4. I hereby assign to the University all Proprietary Information, all applications for patents and other intellectual property protection relating to such Proprietary Information, and all patents, copyrights, and other government-granted rights or registrations issued on such Proprietary Information, with full rights, powers and privileges of ownership and agree to support the University in filing any such patents and copyrights and agree to execute any documents necessary and provide all necessary information to support this process.
5. The University may assign the ownership of any Proprietary Information and/or applications, patents, or copyrights on such Proprietary Information back to me should it determine, in its sole discretion, that further expense for development is unwarranted.
6. If Proprietary Information or patents or copyrights relating thereto, are sold or licensed by the University, the University shall share income from such sale or license ("Income") as follows:
  - a. initial Income up to \$1,000 to me.
  - b. Income from \$1,000 to \$30,000 divided 15% to me and 85% to the University.
  - c. Income from \$30,000 to \$180,000 divided equally among the University, my department, and myself,
  - d. Income in excess of \$180,000 divided 1/3 to me and 2/3 to the University.

Income payments will be made to me within 60 days of the end of the calendar year. If the Proprietary Information on which Income is received is the product of collaboration with others entitled to participate in the royalties who have entered into similar agreements with the University, payment will be made in proportionate shares as we (I and the others collaborating with me) may agree upon, the aggregate to all persons not to exceed the amount of percentage set forth in this agreement. If the University has not been advised of the amount of proportionate shares at the time a distribution is to be made under this agreement, the University may make such distribution as it, in its sole discretion, determines.

7. Progression to the sharing ranges of paragraph 6 above shall occur on the basis of cumulative income received by the University over the life of this agreement.
8. In some instances, the University may incur extraordinary expenses, for example, either in further developing a concept to reduce it to practice, or in enhancing the marketability for licensing by establishing a pilot project, or in enforcing its patents or other rights against infringers or others who have misappropriated the same or in defending the same from attack by others. In those extraordinary instances, before sharing any of the aforesaid income with me under paragraph 6 of this agreement, the University will reimburse itself for actual out-of-pocket expenses incurred (for example, costs of land site, buildings, equipment, and labor in connection with a pilot project or legal fees and other expenses related to litigation). These extraordinary expenses will be credited against any income received by the University, and, generally, expenses incurred in a given calendar year will be credited against income received in that calendar year; however, if income does not cover all expenses in any given year, any remaining balance will be carried forward to succeeding years until credited in full but not back to prior years.

