This Intellectual Property Agreement (“Agreement”) is effective on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , 20\_\_, by and between **Delta Dental Plan of Michigan, Inc.**, located at 4100 Okemos Road, Okemos, MI 48864, which shall include its affiliates and subsidiaries and which shall together be referred to herein as “COMPANY”, and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who shall be referred to herein as“STUDENT”.

WHEREAS, STUDENT desires to participate in CSE498, Collaborative Design, offered under the direction of Dr. Wayne Dyksen, Professor of Computer Science and Engineering at Michigan State University (“Course”);

WHEREAS, as part of STUDENT’s participation in the Course, STUDENT will work on a project for COMPANY titled \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“PROJECT”);

WHEREAS, the parties desire to set forth STUDENT’s rights and responsibilities regarding any and all intellectual property that STUDENT creates through his/her work on the PROJECT;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, COMPANY and STUDENT hereby agree as follows:

1. As a condition of STUDENT’s participation in the Course involving work on the PROJECT provided by COMPANY, COMPANY requires STUDENT to assign his or her rights in any and all intellectual property created in the course of STUDENT’s work on PROJECT, as further described below.
2. STUDENT understands that s/he has contributed, or may be contributing, to the development of PROJECT, including the creation of and making of works of authorship, code, inventions, creations, materials, papers, and/or discoveries made (conceived or first reduced to practice) in the course of STUDENT’s work on PROJECT (“INVENTIONS”). STUDENT agrees as a condition of participating in PROJECT, and in consideration for the benefits obtained by working on PROJECT, to assign, and STUDENT hereby assigns, to COMPANY all rights, title, and interest in such INVENTIONS.
3. STUDENT acknowledges that by assigning rights in INVENTIONS to COMPANY, COMPANY will manage the rights in INVENTIONS and be solely responsible for deciding what form of protection, if any, to pursue and the form and extent of commercialization of INVENTIONS, if any.
4. STUDENT agrees to inform COMPANY of all INVENTIONS and to reasonably cooperate with COMPANY, at COMPANY’s expense, to obtain intellectual property protections (including copyright(s), patent(s), trademark(s), trade secret(s), or other means of protecting inventions) related to INVENTIONS.
5. STUDENT agrees to make himself/herself reasonably available to COMPANY personnel, including its attorneys and agents, to sign all papers, take all rightful oaths, and perform all acts which may be necessary, desirable or convenient for fulfilling this assignment and for securing and maintaining intellectual property to INVENTIONS in any and all countries and for vesting title of such INVENTIONS in COMPANY, its successors, assigns, and legal representatives.
6. This Agreement may be executed in the original or by facsimile or other electronic means in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. The parties agree that any xerographically or electronically reproduced copy of this fully-executed agreement shall have the same legal force and effect as any copy bearing original signatures of the parties. This Agreement constitutes the entire agreement between the parties concerning the subject matter thereof. No failure or delay in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof, or the exercise of any right, power or privilege hereunder. This Agreement will be governed by the laws of the State of Michigan, regardless of the application of any principles regarding conflicts of laws.
7. STUDENT understands s/he is not required to participate in PROJECT, but if s/he does so, then the terms of this Agreement apply. STUDENT understands this document is an assignment of intellectual property rights and is a binding legal agreement between STUDENT and COMPANY. STUDENT understands s/he has the right to seek independent legal advice at his/her own expense prior to signing this Agreement.
8. STUDENT’s obligations and responsibilities under this Agreement will continue after completion of PROJECT and/or conclusion of his/her involvement with PROJECT.

This Agreement is effective upon the latest date of signature.

COMPANY

Signature:

Printed Name:

Title:

Date:

STUDENT

Signature:

Printed Name:

Date:

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

Parent/Legal Guardian:

Date: