

Intellectual Property Rights Agreement

_____, (CLIENT) and Lake Superior State University - Product Development Center,(UNIVERSITY) agree to certain intellectual property rights, which relate to _____, the Project. This document is referenced by a Confidentiality Agreement of even date and becomes part of that agreement.

THEREFORE the parties agree as follows:

- (1) That Ownership to any inventions, technology, and all Intellectual Property arising directly from and anticipated by this Project with UNIVERSITY shall be the exclusive property of the CLIENT without further obligation from CLIENT or recourse of any kind to UNIVERSITY. UNIVERSITY agrees to disclose to CLIENT any Intellectual Property made and to assist CLIENT in every proper way to secure and fully realize CLIENT's rights in the Intellectual Property, including executing any applications, specifications, oaths, assignments, documents and/or all other instruments which CLIENT shall deem necessary solely at CLIENTS expense for labor time at the then current PDC rate plus any application or similar fees, legal or consultant fees, travel costs, postage or other similar out of pocket expenses; and
- (2) That practices, methods, processes and other physical inventions that may be discovered by the UNIVERSITY employees working on the project that are not directly related to or anticipated by the scope of the project shall be the sole property of UNIVERSITY; and
- (3) That Intellectual Property means without limitation all patents, patent applications, copyrights, inventions, works of art, designs, methods, products, improvements, processes, and discoveries, including all know-how, show-how, trade secrets, data, compilations, research plans, computer models and related reports, market interests and product ideas.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Executed by the parties this _____, day of _____, year 20_____

CLIENT: _____

UNIVERSITY: Lake Superior State University
Product Development Center

Signature: _____

Signature: _____

Name: Eric Becks

Title:

Print Name: _____

Engineering Projects Manager /
Director of Intellectual Property and Economic Development

Print Title: _____