FSH 5300 FORM H-2

MEMORANDUM OF UNDERSTANDING REGARDING RESEARCH PARTICIPATION AND UNIVERSITY INTELLECTUAL PROPERTY RIGHTS

July 2022

**Memorandum of Understanding**

**Regarding Research Participation**

**And**

**University Intellectual Property Rights**

This memorandum of understanding is entered into by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a student at the University of Idaho (“participant”), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a professor/researcher at University of Idaho (“faculty”), and the Regents of the University of Idaho (“Regents”).

The participant is involved in research activities or enrolled in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which may involve working on research or design projects. These activities or projects may or may not result in the development of intellectual property in which the University of Idaho (“UI”) and/or a sponsor may have a proprietary interest.

Therefore, it is important that the participant, faculty, and the UI have a full understanding of the participant’s rights and obligations regarding these proprietary interests, and intellectual property. This memorandum sets forth the understanding of the parties.

**a.** The participant acknowledges receipt of copies of the relevant intellectual property policies of the Regents and the UI.

**b.** The participant agrees to promptly disclose any discoveries he/she makes that may be protectable under any intellectual property theory, including patent and copyright.

**c.** The participant has the right to submit any thesis, dissertation, or other academic product based upon or resulting from his/her work as part of the fulfillment of the requirements for obtaining an undergraduate, masters, or doctoral degree from the UI resulting from collaboration with the UI provided that such submission is done in a manner that does not crate a statutory bar to the later grant of patent rights in an otherwise protectable discovery.

**d.** In exchange for the opportunity to participate in these projects and the right to receive royalties, the participant agrees to assign his/her right, title, and interest in any research or other project outcome, including intellectual property rights, derived from the participant’s work in this class or research activities to the UI. This assignment vests rights in the UI as provided for in the UI’s intellectual property policies and is subject to the participant’s right to share in royalties in the same manner as employees of the UI.

Participant \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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