Michigan State University Faculty Requirements for Student Non-Disclosure Agreements or

Student Intellectual Property Rights Assignment

Dear MSU Faculty and Instructors,

This memo contains instructions for anyone having responsibility for a course at MSU during which undergraduate or graduate studentswill be asked to sign a non-disclosure agreement (“NDA”) or an assignment of intellectual property rights (“IP Assignment”). Under the provisions of MSU’s Patent Policy and its Policy on the Development of Copyrightable Materials, with few exceptions, students own the intellectual property they create to meet course requirements. These policies are included in the Faculty Handbook along with the many other policies with which MSU Faculty must comply.

MSU’s primary goal is to educate and prepare students for a career in their chosen field of study. To that end, MSU and its Faculty may provide educational experiences through exposure to a variety of circumstances and opportunities. Often, MSU Faculty will engage an outside individual, small business, or corporation (a “Sponsor”) to present or support a project for educational purposes and as part of a course. The Sponsor may require each participating student to sign an NDA to protect its proprietary or confidential information and/or an IP Assignment so that the Sponsor may secure rights to incorporate the students’ contributions into a product or service of Sponsor.

In any teaching situation involving a request that students sign an agreement, transparency is highly important to MSU. Students should be presented options and allowed to decide whether to sign an agreement and should be given an opportunity to consult with a trusted person prior to a deadline for delivering a signed agreement. Faculty should provide, and students should be informed of, an alternate activity or project that does not require the student to sign an agreement. Also, there must be no negative consequence if a student declines a request to sign an NDA or IP Assignment. A student’s grade or progress toward a degree should not be impacted by a student’s decision.

Accordingly, the following steps must be taken by MSU Faculty prior to requesting students to sign an NDA or IP Assignment:

1. For each such course, list the (possible) requirement in the course description at<https://reg.msu.edu/Courses/Search.aspx>and in other internet locations or in print where the course is described.
2. For each such course, prepare an alternate activity/project without IP assignment or confidentiality obligations, but meeting the same learning objectives.
3. Include the requirement in the course syllabus and discuss this request on the first day of class.
4. Review the agreement the students will be asked to sign to be sure the terms are: (a) limited to the specific course and semester course activities and/or results from that course; (b) provide for class presentations on the project, if part of the course; (c) will not limit job prospects or impact career opportunities (for example the agreement should not include non- compete terms); (d) drafted in terms easily understood by students who are presumed to have no legal training; and (e) require the Sponsor not to contact the students during the 7 day period mentioned in 5, below. The Sponsor, and not MSU, shall be responsible for obtaining required

signatures from students and keeping current its contact information for the student. The Sponsor should inform students that if the student is under age 18 a parent or guardian will need to sign the NDA or IP Assignment on the student’s behalf. MSU’s commercialization offices (Business Connect and MSU Technologies) are available to assist faculty with a determination on the level of complexity or appropriateness of any agreement provided by a Sponsor.

1. Present the agreement along with MSU’s Transparency and Options Memo to the students and allow at least 7 days for the student to consult a person of their choosing, review the documents, and make an informed decision about whether to sign the agreement. If MSU is receiving payment from the Sponsor for its participation in the course, this fact should be disclosed to the students.
2. Keep a file of all signed agreements.
3. Implement the alternate project for students who did not sign the agreement needed to participate in a Sponsor’s project.
4. MSU will never require a student to assign his/her rights to MSU solely for purposes of coursework. If you are aware or working on an MSU project or one with a Sponsor or other third party and a student’s IP may be useful to that project, inform the students that, according to MSU’s policies, a student may elect to assign IP rights to MSU and MSU will decide whether or not to accept the assignment.

These instructions are intended to satisfy concerns for most Sponsors’ projects during courses. Any course for which a Sponsor requires an NDA should not include any information that is, or may be, restricted under Federal export control laws. A few complicating circumstances may arise that will require analysis by MSU Technologies and/or the Office of the General Counsel (including the requirement on the part of MSU to maintain the Sponsor’s information as confidential). For example, a student’s participation in a Sponsor’s project for a course could involve overlapping subject matter with the student’s thesis project or the student may be involved in a sponsored research project involving overlapping subject matter to which a different sponsor is owed rights in intellectual property. In that case, contact the Office of Undergraduate Education for assistance (Korine Wawrzynski, Assistant Dean, 517-353-5380, email: steinke7@msu.edu).