

# Sponsored Academic Project Agreement

## Company Owns IP

This agreement is established between \_\_\_\_\_ (hereinafter "Company") and North Dakota State University (hereinafter "NDSU") to support an undergraduate academic project entitled: \_\_\_\_\_ (hereinafter "Project").

Under this agreement, the parties agree to the following:

- 1) Company has provided to NDSU a Project deemed suitable by the undersigned faculty member's college and/or department as meeting the objectives of a for-credit, undergraduate level course designed to provide students with real-world experience solving real problems and interacting with the corporate community by submitting an Academic Project Proposal, which is attached and incorporated herein.
- 2) The Project will be presented to all students who have enrolled in the selected course along with other project options. Each student will select a project for academic coursework during the course.
- 3) The "Design Team" will be comprised of all students that voluntarily select the Project for the completion of their academic course requirements. After the selection process, the Project cannot be modified in any manner or terminated without the written approval of NDSU and Company. In the event that an insufficient number of students select the Project this Agreement will be cancelled and any funding provided under Article 6 will be returned to Company.
- 4) The Design Team will be instructed to complete an Intellectual Property Agreement Form to assign to Company all intellectual property rights that they may develop in the performance of the Project. ***NDSU does not and cannot however warrant the Design Team's compliance with such Intellectual Property Agreement Form.***
- 5) The Design Team and NDSU will enter into sign a Non-Disclosure Agreement with Company to protect confidential information, including Company's proprietary information which is necessary for the performance of the Project. ***NDSU does not and cannot however warrant the Design Team's compliance with such Non-Disclosure Agreement.***
- 6) The Company shall provide funding in the amount of \$\_\_\_\_\_ to NDSU to cover Project costs.
- 7) The Company will provide any software necessary for the completion of the Project. Company understands that generally NDSU provides students with software that is licensed **for academic use only** and it may not be utilized for commercial purposes.

- 8) Design Team will provide Company all Project results, including but not limited to data, written reports, prototypes and other tangible requirements which are set forth in the Academic Project Proposal (hereinafter Deliverables).
- 9) Components, excess materials, or equipment loaned by Company to NDSU to assist in the performance of the Project will be returned to Company with reasonable wear and tear.
- 10) Company understands that as a part of the academic course requirements the Design Team will make periodic class presentations to other students and/or external reviewers for purposes of receiving progress feedback and will make an end of semester presentation to other faculty, staff, students and guests which summarizes the general nature of the Project, its objectives, the work undertaken and the resultant solution so long as no Company proprietary information is disclosed during such presentation.
- 11) Individual Design Team members shall be permitted to summarize the Project in resumes, job interviews, advanced degree applications and the like so long as no Company proprietary information is disclosed.
- 12) At the request of the Company, NDSU shall assist the Design Team in completing a report detailing any discovery or otherwise potentially patentable inventions conceived and/or reduced to practice in the performance of the Project. NDSU shall take reasonable steps to preclude a public disclosure of any patentable invention.
- 13) Should a patent or intellectual property protection be pursued by Company, the individual Design Team members shall be named as inventors/authors in accordance with US intellectual property protection laws but all intellectual property rights shall be owned solely by Company.
- 14) Company hereby grants to NDSU a non-exclusive, irrevocable license to utilize intellectual property and Deliverables developed in the performance of the Project by the Design Team for teaching and accreditation purposes only.
- 15) The 1974 Family Educational Rights and Privacy Act (FERPA) is a federal law (20 U.S.C. 1232g) that protects the privacy of each student's educational record. Company is not entitled to any of Design Team's educational records except: notes, drawings, cad files, research and other data recorded during student's participation in the Project; prototypes developed under Project; written reports related to Project, including the final report of Project activities; and other project deliverables as stated in the Academic Project Proposal.
- 16) Company agrees to assume all the risks and responsibilities associated with the Project and Deliverables developed as part of the Project. Company hereby agrees to indemnify and hold harmless NDSU, its officers, employees, agents, and Design Team for any and all harm, loss, liability, claims or damages which may arise from Company's use of Deliverables in whatever manner or form. ***Deliverables are provided AS-IS without any representation or warranty whatsoever, whether express or implied, including but not limited to any warranty as to***

*condition, accuracy, originality, merchantability, fitness for a particular purpose or non-infringement.*

17) This agreement, together with the Academic Project Proposal, the Non-Disclosure Agreement and the Intellectual Property Agreement for Students, as attached, constitutes the entire and only agreement between the parties relating to the Project, and all prior negotiations, representations, agreements and understandings are hereby superseded. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.

18) This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of North Dakota.

IN WITNESS WHEREOF, the parties agree to the conditions set forth in this agreement and have caused this agreement to be executed by their duly authorized representatives.

**COMPANY:**

(signature) \_\_\_\_\_ Date: \_\_\_\_\_  
Name Address  
Title Email

NDSU – College of \_\_\_\_\_

Department of \_\_\_\_\_

(signature) \_\_\_\_\_ Date: \_\_\_\_\_  
College Dean

As NDSU Faculty/Course Instructor and/or a Project Director for the course which will offer Project as an option to enrolled undergraduate students to undertake as for-credit coursework, I understand that I will only supervise and guide students in performance of Project, I will not contribute to the creation or reduction to practice of any intellectual property developed during the performance of the Project and if I do, I do hereby assign all my rights in such intellectual property to Company.

(signature) \_\_\_\_\_ Date: \_\_\_\_\_

(title) \_\_\_\_\_