

Sponsored Academic Project Agreement

Sponsor Owns IP

This agreement is established between _____
(hereinafter "Sponsor") and North Dakota State University (hereinafter "NDSU") for the purpose of supporting an undergraduate academic project entitled:
_____ (hereinafter "Project").

Under this agreement, the parties agree to the following:

- 1) Sponsor 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 our 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 they will undertake as 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 Sponsor. 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 Sponsor.
- 4) The Design Team will be instructed to complete an Intellectual Property Agreement Form to assign to Sponsor 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 Sponsor to protect confidential information, including Sponsor'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 Sponsor shall provide funding in the amount of \$_____ to NDSU to cover Project costs.
- 7) The Sponsor shall provide any software necessary for the completion of the Project. Sponsor understands that generally NDSU provides students with software that is licensed **for academic use only** and may not be utilized for commercial purposes.

- 8) Design Team will endeavor to provide Sponsor with all Project results, including but not limited to data, written reports, prototypes and other tangible requirements as set forth in the attached Academic Project Proposal (hereinafter Deliverables).
- 9) Components, excess materials, or equipment loaned by Sponsor to NDSU to assist in the performance of the Project will be returned to the Sponsor with reasonable wear and tear.
- 10) Sponsor 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 Sponsor 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 Sponsor proprietary information is disclosed.
- 12) At the request of the Sponsor, 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 Sponsor, the individual Design Team members shall be named as inventors/authors in accordance with US intellectual property protection laws.
- 14) Sponsor hereby grants to NDSU a non-exclusive, irrevocable license to utilize intellectual property and Deliverables developed in the performance of the Project for teaching and accreditation purposes only.
- 15) The Sponsor agrees to assume all the risks and responsibilities associated with the Project and Deliverables developed as part of the Project. Sponsor 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 Sponsors use 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.***
- 15) This agreement 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.

16) 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.

SPONSOR:

(signature) _____ Date: _____
name
title

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 Sponsor.

(signature) _____ Date: _____

(title)

Attachments: *Academic Project Proposal – Company Sponsored*