**THE CURATORS OF THE UNIVERSITY OF MISSOURI**

Student IP Form #3 Worksheet

Last Updated 10/25/18

**Student Classroom Project WORK SHEET**

**(NOn-BINDING)**

(to be completed by Sponsor with input from the Faculty Instructor

to assist the University in drafting agreement(s))

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| --- | --- |
| **Course Information**  Department:  Course number(s): | Faculty Instructor:  Semester(s): |
| **Sponsor Information**  Sponsor Name:  Project Coordinator:  Title: | Address:  Phone:  Email: |
| **Project title and brief description** - attach additional description page as necessary: | |

Thank you for your interest in sponsoring the Project in the academic course as noted above. This non-binding worksheet is designed to help the University prepare the appropriate agreements that will be executed by the University, Sponsor, and Student Participants.

1. **Payment Terms.**

Fixed price of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to cover direct and indirect costs of the Project.

1. **Competition.**

**Please check the appropriate box:**

☐ Sponsor DOES NOT want the Project to take the form of a student competition.

☐ Sponsor DOES want the Project to take the form of a student competition. The terms/conditions of the competition are as follows (check all that apply):

☐ Sponsor will pay $\_\_\_\_\_\_\_\_\_\_ to Participating Students on the winning team.

☐ Sponsor will pay $\_\_\_\_\_\_\_\_\_\_ to all Participating Students.

☐ Other terms and conditions – Please provide \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. **Confidentiality.**

The University prefers that sponsors make reasonable efforts to avoid the inclusion of confidential information into student academic course projects, which take place in an open and collaborative academic learning environment. However, it is understood that there may be situations where a sponsor wants to share information that is to be held in confidence. If so, the sponsor, the University, and participating students should sign a separate Non-Disclosure Agreement (“NDA”). The NDA cannot limit the ability of the student participants to submit the results of the project in the form of student papers, theses or dissertations in accordance with accepted academic process.

**Please check the appropriate box below:**

☐ Sponsor WILL NOT share any confidential information during the Project and will not need an NDA.

☐ Sponsor WILL share confidential information during the Project and will need an NDA.

1. **Student Intellectual Property.**

**Background**

Ownership of intellectual property created by students enrolled at the University is governed primarily by Collected Rule and Regulation (“CR&R”) 100.020.D.6 (patents and plant variety regulations) and 100.030.A.5 (copyright regulations). In general, students of the University will be entitled to own any Invention, Plant Variety, or Copyrightable Work made during their enrollment as a student of the University and will generally not be required to assign his or her ownership to the University.

While the University encourages sponsors to permit student participants to retain their intellectual property rights developed under the sponsored projects, it is understood that there may be situations where the sponsor wants to obtain ownership or license rights from the student participants. Students are never obligated to participate in projects or activities that require the assignment of the student’s intellectual property to the University or to another entity. In these situations students will always be presented with two options: (1) to participate in projects or activities that do not require the student to license/assign their intellectual property or (2) to participate in projects or activities that require the student to license/assign their intellectual property.

**Please check the appropriate box:**

☐ Student Retains Student IP – Under this option, Sponsor will be provided with the Student Project Results for Sponsor’s non-commercial internal review and analysis only. Any and all rights to the Student Project Results, including all intellectual property rights, if any, shall remain with the individual Student Participants as appropriate under the law regarding rights to and ownership of intellectual property. Prior to any commercial use or subsequent transfer of any Student Project Results, Sponsor must obtain the appropriate rights from the respective Student Participant owners.

☐ Student Provides a NERF to Sponsor. The Student Participants will grant Sponsor a royalty-free, non-exclusive commercial license from the students to use the intellectual property in the Student Project Results.

☐ Sponsor Owns Student IP – The Student Participants will assign their intellectual property rights in the Student Project Results to Sponsor.

☐ Other – Please provide \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. **University-Owned Faculty/Employee-Made Intellectual Property**

University faculty/employees are typically not expected to work on the academic course projects or generate intellectual property. However, in some situations, a faculty instructor may create intellectual property as part of the project. As such, it is understood that there may be situations where the sponsor wants to obtain ownership or license rights in University-owned intellectual property made by the faculty instructor during the sponsored project. In some circumstances, revenues received by the University for such licensing/assignment is shared with the University’s employees who inventors/authors in accordance with CR&R 100.020.H (patent and plant variety regulations) and 100.030.E.4 (copyright regulations).

**Please check the appropriate box:**

☐ University Retains Faculty Instructor-Made IP – The University retains all ownership to any intellectual property developed as a result of the Project by the Faculty Instructor. University will grant Sponsor a six (6) month option to negotiate for a commercial license to any resulting intellectual property developed by the Faculty Instructor. Should Sponsor exercise such option within this six (6) month period, a reasonable and customary royalty rate will be negotiated together with the other terms and conditions of the license.

☐ University Provides a NERF to Sponsor. The University will grant Sponsor a royalty-free, non-exclusive commercial license to use the Faculty Instructor intellectual property made under the Project.

☐ Sponsor Owns University IP Made by Faculty Instructor – The University will assign the Faculty Instructor intellectual property to Sponsor.

**THIS IS NOT A LEGAL AGREEMENT. NOTHING IN THIS AGREEMENT IS BINDING ON THE UNVERSITY.**

Submitted by:

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On behalf of Sponsor Date