# Course Research Project Agreement

This Course Research Project Agreement (“Agreement”) is between the Board of Trustees of the University of Illinois on behalf of its [Enter Unit] (“University”) and [Enter Company] (“Company”), collectively referred to as “Parties” and individually as “Party.”

“Students” means University students who undertake the for-credit course (“Course”) for which they will develop the independent research project described in Appendix A (“Project”), under the direction of the project advisor (Faculty) described therein, which is attached to and forms part of this Agreement. The term “Participants” means Students and University personnel involved with the Project.

### PURPOSE

### The purpose of the Project is to provide Students the opportunity to gain experience in solving real-world problems as part of their education, which may entail working in teams and to interact with Company information or personnel.

### TERM AND TERMINATION

* 1. **Term.** This Agreement takes effect on the date of last signature appearing below and expires on [Insert Date], unless earlier terminated or renewed by the parties.
  2. **Renewal Options.** The parties may renew this Agreement only by written amendment signed in accordance with Section      .
  3. **Termination for Convenience.** Either Party may terminate the Project and this Agreement upon 30 days written notice to the other Party.

1. **OWNERSHIP OF INFORMATION, INVENTIONS AND COPYRIGHTABLE MATERIALS**

### “Information” means all business and technical information that Students (i) develop in performance of the Project and (ii) receive from Company’s employees and agents as part of the Project. Company shall own all Information, provided that Information may be used and shared among Participants within the classroom setting for teaching, instructional, and grading purposes and outside the classroom setting, non-confidential information may be shared in a generic form to reference the academic experience.

* 1. “Inventions” means potentially patentable discoveries conceived and reduced to practice by one or more Students based on information supplied by Company in connection with the Project. As a condition of participating in the Project, Students shall be required to assign to Company, as of the date of conception, ownership of all Inventions, subject to retention of the right of University to use Inventions for internal educational and research purposes.
  2. “Copyrightable Materials” means all original works of authorship, including software, that a Student creates solely or jointly with other Students in the course of performing the Project. As a condition of participating in the Project, Students will be required to assign to Company all rights throughout the world in and to any Copyrightable Materials, subject to University’s right to use Copyrightable Materials for internal educational and research purposes.
  3. Students shall not use University-owned intellectual property including inventions, software or copyrightable materials in the development of Project. The use of University resources for the development of Project, if any, shall be described in Appendix A and shall be limited to those usually and customarily provided to students for development of Course.
  4. In consideration of Company’s sponsorship of the Project and conditioned upon the compliance with the terms and conditions of this Agreement, University will not assert against Company any of University’s ownership rights in Inventions or Copyrightable Materials arising from the Project. If Company seeks additional rights to University-owned inventions, software or copyrightable materials, the granting of any such rights will be handled through a separate agreement between University and Company, through University’s Office of Technology Management.

### SHARING OF INFORMATION/CONFIDENTIALITY OBLIGATIONS

* 1. Company shall provide University a written description of Information that Company provides to Students and to University for the Project and clearly mark any confidential Information as such. Confidential information will remain secret for three (3) years counted from the date it is received (“Confidentiality Period”). Except as otherwise expressly permitted by Company in writing, and with the understanding that Participants may share the Information for educational purposes within the classroom setting and outside the classroom setting only non-confidential information in a generic form without reference to its source, University will inform Participants that they must:
  2. Not use Information except in performing the Project for Company;
  3. Not make Information available to others;
  4. At Company’s direction, either deliver to Company or destroy all copies of Information in Participants’ possession, except that University may retain archival copies of Information for grading purposes and internal reference.

**4.2** University shall require all Students to execute a Special Intellectual Property Assignment and Confidentiality Agreement consistent with this Agreement and Appendix B. The executed Appendix B shall be an integral part of this Agreement.

**4.3** Each Party acknowledges that performance of all obligations under this Agreement is contingent on compliance with applicable United States Laws and regulations controlling the export of technical data, computer software, laboratory prototypes, and other commodities.

**4.4** Prior to providing University with any items subject to export control laws, Company will notify University and identify the items at issue and the applicable export control laws. If the items are subject to the Export Administration Regulations (“EAR”), Company will either furnish to University the applicable Export Control Classification Numbers or indicate that EAR 99 applies. If the items are subject to the International Traffic Arms Regulations (“ITAR”), Company will notify University of the relevant United States Munitions List (“USML”) categories and subcategories. University may decline to accept any export controlled items. Principal will direct all notices given under this Section 4.4 to University’s Export Compliance Officer, Sponsored Programs Administration, 1901 South First Street, Champaign, IL 61820, email exportcontrols@illinois.edu.

**4.5** The confidentiality obligations under this Section 4 do not apply to Information that:

1. Is previously known to Participants on a non-confidential basis and not provided by Company; or
2. Is subsequently or otherwise acquired by Participants from a third party having legal and independent right to disclose such Information; or
3. Is in the public domain as of date of final signature; or
4. Is now or later becomes publicly known through no fault of Participants; or
5. Is required by law, order of governmental authority, or court order to be disclosed; or
6. Is explicitly approved for release by written authorization of Company.

### NOTICES

All notices to be provided under this Agreement, including change in mailing address, will be effective only if made in writing and delivered by either hand delivery, email, or United States Postal Service and addressed as follows:

|  |  |
| --- | --- |
| **University Adm Representative:** | **Company Representative:** |
| Name: | Name: |
| Title: | Title: |
| Address: | Address: |
| City/State/Zip: | City/State/Zip: |
| Phone: | Phone: |
| Email: | Email: |
| **University Technical Contact:** |
| Name: |
| Title: |
| Address: |
| City/State/Zip: |
| Phone: |
| Email: |

### LIABILITY AND WARRANTY

### DISCLAIMER. Company acknowledges and accepts that Students are performing the Project as an experiential learning opportunity and that they are studying and building on their professional skills and competencies and may or may not have experience in the professional workforce. Students will endeavor to gather and reference Information, where appropriate, from publicly available sources such as the Internet, databases, newspaper, journals, and reference texts in addition to using Information supplied by Company. Participants will not verify Information independently. University makes no express or implied warranties as to the Project results, the accuracy, safety or usefulness of any Information, Inventions, or Copyrightable Materials resulting from this Agreement, all information is provided “AS IS”. University expressly disclaims all warranties of merchantability, fitness for a particular purpose and non-infringement of third party rights with respect to all Inventions, Information, and Copyrightable Materials, or any other deliverables.

* 1. **Limitation of Liability.** Company will not be liable to University for any punitive, special, consequential, incidental, or exemplary damages arising out of activities relating to this Agreement. Company hereby releases the University, its officers, agents, and employees from any and all claims arising out of or in any way connected with this Agreement. Under no circumstances shall University be liable to Company for any punitive, special, consequential, incidental, or exemplary damages arising out of activities relating to this Agreement. University assumes no liability in respect to any infringement of any patent, copyright or other right of third parties due to the activities of Company and Students under this Agreement. Each Party shall be responsible for their own acts.

1. **INSURANCE**

During all times relevant to this Agreement, each Party shall maintain general liability insurance, whether through a commercial policy or through a program of self-insurance, with minimum limits of $1 million per claim or occurrence and $3 million aggregate. Each Party shall comply with applicable state laws governing workers' compensation and mandatory insurance for vehicles. No later than seven 7 days after a request, a Party shall provide to the requesting Party a certificate of insurance evidencing the coverage and limits required by this Section 7.

1. **GENERAL PROVISIONS**
   1. **Independent Contractor.** Participants are not Company’s employees. University is an independent contractor with respect to Company.
   2. **Use of Name.** Except as otherwise expressly permitted in writing, neither Party shall use the name or trademarks of the other Party in any publication, news release, advertising, or other releases of information.
   3. **Headings.** Headings in this Agreement are intended only to assist with readability and are not substantive.
   4. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the provision shall be severed from this Agreement so long as severance does not affect the enforceability or essential purpose of the remainder of the Agreement.
   5. **Assignment and Subcontracting.** Neither party may assign or subcontract its rights or obligations under this Agreement.
   6. **Amendments.** No modification of this Agreement shall be effective unless made by a written amendment signed by each part y’s authorized signatory.
   7. **Compliance with Laws.** Each Party shall perform its obligations in compliance with all relevant laws governing its performance, including, but not limited to, laws related to proprietary rights, civil rights, import, and export control. Breach of this provision is a material breach of this Agreement.
   8. **Equal Opportunity.** This Agreement incorporates the Equal Employment Opportunity Clause at Section 750.10, Appendix A of the Illinois Department of Human Rights Rules.
   9. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not waive the party’s right to later enforce the provision or the Agreement.
   10. **Non-Exclusivity.** This Agreement is non-exclusive. The University may perform the same or similar services for other clients.
   11. **Counterparts/Facsimile Signatures.** This Agreement may be signed in counterparts. Facsimile signatures constitute original signatures for all purposes.
   12. **Ambiguities.** Any rule of construction that would resolve ambiguities against the drafting party shall not apply in interpreting this Agreement.
   13. **Choice of Law.** This Agreement shall be interpreted by application of Illinois law without regard to its conflict of laws provisions.
   14. **Integration.** This Agreement with its appendixes, amendments, and incorporated references constitutes the Parties’ entire agreement regarding the subject matter. In the event of a conflict, this Agreement controls over any attachment or reference, unless the attachment or reference expressly states that it modifies or overrides terms of this Agreement.
   15. **Survival.** The Parties’ rights and obligations under Section 3, 4, 6.1, 8.2, 8.13, and 8.16 survive expiration or termination of this Agreement.
   16. **Authorized Signatories.** The individuals signing this Agreement on a party’s behalf represent that they have the requisite authority and intent to bind that party to this Agreement.

**[INSERT COMPANY NAME]**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_

Date

Name:

Title:

**THE BOARD OF TRUSTEES OF**

**THE UNIVERSITY OF ILLINOIS**

By: \_\_\_\_\_

Avijit Ghosh, Comptroller Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Comptroller Delegate

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name and Title of Comptroller Delegate

**Approved as to Legal Form SJA 04.24.19**

**Changes to template require University Counsel and SPA approval.**

APPENDIX A – RESEARCH PROJECT PROPOSAL

Independent research project proposal for for-credit course       under the direction of Professor       , where faculty act in an advisory capacity (“Faculty”) in the Department of       (“Course”)

1. Project description:

1. University resources provided:

1. Company resources provided:

1. Confidential Information:

1. Deliverables:

**APPENDIX B**

**SPECIAL INTELLECTUAL PROPERTY ASSIGNMENT**

**AND CONFIDENTIALITY AGREEMENT**

**for Students Enrolled in Course #       Projects**

1. **General Representations**

I am a student at the University of Illinois at Urbana-Champaign enrolled in the for-credit course       (“Course”) for the       term under the direction of       (“Faculty”) in the Department of      . I make the following representations:

* 1. I understand that       (“Company”) has agreed to provide me an opportunity to participate in a Course project designed to give me experience in solving real-world product and market development problems concerning       (“Project”),as further described in **Appendix A** to this Agreement.
  2. I am not an employee of Company, and I understand that I do not become an employee of Company by participating in the Project or by signing this Agreement.
  3. My participation in the Project is for academic credit and is of considerable value to me in furthering my education, training, and research goals.
  4. I represent that I am at least 18 years of age and that I am voluntarily signing this Agreement with full understanding of its contents. I understand that this is a legal document that is binding on me, my heirs, and my representatives.
  5. I represent that I will not plagiarize or knowingly infringe on the rights of third parties, including but not limited to those of my fellow students and my instructors, in my performance of the Project.
  6. I represent that I will not use University owned intellectual property including inventions, software or copyrightable materials in the development of Project.
  7. In consideration for the opportunity to participate in the Project, I agree to the following:

1. **Intellectual Property Assignment**
   1. I will attempt to address the issues presented in the Project and will provide Company with a final written report summarizing the Project (“Results”). I understand that the Results and any original works of authorship that I create solely or jointly with other students in the course of performing the Project, including business and technical information or software that Students develop in performance of the Project (“Copyrightable Materials”) are the property of Company.
   2. By signing this Agreement, I agree to promptly notify Company of any potentially patentable inventions and discoveries that I conceive of or reduce to practice as a result of my participation in the Project (“Inventions”).
   3. I will transfer and assign to Company all rights and interests that I may have, if any, in the Inventions and Copyrightable Materials and acknowledge that University reserves the right to use the Inventions and Copyrightable Materials for internal educational purposes.
   4. I understand that Company may later patent and commercialize the Inventions and Copyrightable Materials and that I will not be entitled to receive any financial benefit, including royalties, from Company or University in connection with the Inventions or with my participation in the Project.

**2.5.** I will cooperate with University and Company and their agents to complete and sign any other documents that may be reasonably required in order to accomplish the purposes of this Agreement.

1. **Confidential Information**
   1. I understand that, in order for me to participate in the Project, Company may want or need to provide me access to information that Company has identified and marked as proprietary and confidential (“Confidential Information”). I understand and acknowledge that Confidential Information may include Company’s pre-existing intellectual property.
   2. Unless Company provides me prior written authorization to the contrary, I will keep all Confidential Information secret for three years from the date I received it (“Confidentiality Period”). I agree to not transfer or disclose Confidential Information to any third party, including but not limited to any disclosure in the form of abstracts, manuscripts, presentations, publications, posters, posting on websites, or using in a job interview. I also promise not to use the Confidential Information for any purpose other than this Project.
   3. I understand that Confidential Information does not include information that: (a) is in the public domain prior to Company’s disclosure to me; (b) becomes public knowledge through no action of mine; (c) is properly obtained by me from a third party not under a confidentiality obligation to Company; (d) the Company releases or expressly authorizes me, in writing, to release; or (e) I am required by law to disclose.
   4. If at any time during the Confidentiality Period I want to disclose to prospective employers, whether in writing or by oral presentation, any information associated with the Project, including portions of the Results, I will submit a draft of my proposed disclosure to Company’s designated representative for review at least 30 days prior to the intended disclosure. If Company notifies me in writing no later than seven calendar days after receiving the draft that the draft contains a potentially patentable disclosure or Confidential Information, I will cooperate with Company to protect the identified information from unwanted or improper disclosure.
   5. I understand that Company may require me to delay my disclosure for no longer than two months in order to file for patent protection and that Company may require me to delete Confidential Information before I can proceed with any disclosure.

This Agreement is effective on the date of last signature below.

**STUDENT**

Date:

Signature

Printed Name:

Date:

Signature

Printed Name:

Date:

Signature

Printed Name:

*[Attach additional page if necessary for Student signatures.]*

**FACULTY ADVISOR**

As Faculty advisor for the Course and Project, I agree to the confidentiality terms in Section 3 of this Agreement.

Date:

Signature

Printed Name

**TEACHING ASSISTANTS**

As a teaching assistant appointed to assist in reviewing and grading the Course, I agree to the confidentiality terms set forth in Section 3 of this Agreement.

Date:

Signature

Printed Name

**[INSERT COMPANY NAME]**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_