**PREAMBLE**

**(for coursework-related IP agreements)**

The purpose of these templates is to streamline and standardize external entities’ engagement in KSU coursework related to applied research, design, and scholarship that is conducted as part of a course and peripheral to the research and scholarship of a faculty mentor. In these cases, it is the desire of the Office of Research to aid all parties involved in obtaining their desired outcomes while facilitating transformative experiences for our students. These templates may be used to coordinate external engagement in courses such as Capstone/Senior projects, directed studies, and classes with a service-learning component, but may also be adapted to other courses as beneficial and warranted.

The engagement of external parties in these courses may proceed without the participation of the Office of Research when no intellectual property (IP) is in question and the project is unlikely to develop any IP, i.e., something novel and of potential monetary value. These assessments should be conducted in conjunction with the Associate (Assistant) Dean for Research of the participating college as well as the Office of Intellectual Property Development, as needed. If the project is likely to generate IP, then the Office of Research should be engaged in the process to represent Kennesaw State University Research and Service Foundation (KSURSF), which owns and manages intellectual property, and performs technology transfer functions, for KSU[[1]](#footnote-1). It should be noted though that KSURSF’s involvement in the coursework-related agreement/contract between the academic unit and the external party is strictly limited to its IP aspect, and that KSURSF will in no way limit the ability of the academic unit to negotiate the value of that contract or to decide on the disposition of the acquired funding. Furthermore, no indirect costs will be imposed by KSURSF on contracts that are strictly coursework-related.

For every case where the student develops IP associated with their coursework that is independently conceived and not based on the scholarship of faculty or staff the following general rule and special situations and considerations must be followed.

**General Rule.** Any intellectual property (such as undergraduate theses, inventions, discoveries, creations and new technologies) conceived or first reduced to practice by a student at Kennesaw State University) as a work product (including homework assignments, laboratory experiments, special and independent study projects) of a “***for credit***” course is owned by the student[[2]](#footnote-2). KSURSF does not claim ownership of such intellectual property.

However, intellectual property conceived or first reduced to practice in graduate research or graduate thesis preparation credit courses will be owned by KSURSF and will be subject to University policies and procedures governing intellectual property[[3]](#footnote-3).

**Special Situations and Considerations**. Situations may occur in certain courses where students are presented with the opportunity to participate on projects or activities in which the ownership of any resulting intellectual property must be assigned either to KSURSF or to a sponsoring entity (such as a company) as a condition of the student’s participation. Students are never obligated to participate in projects or activities that require the assignment of the student’s intellectual property to KSURSF or to another entity. In these situations, students must always be presented with two options: 1) to participate in projects or activities that do not require the student to assign their intellectual property or 2) to participate in projects or activities that require the student to assign their intellectual property.

The student’s grade and/or evaluation of performance in the course must not be affected by the student’s decision to participate or not to participate in projects or activities requiring the assignment of the student’s intellectual property.

Students should understand that the assignment of intellectual property is a binding legal agreement and that they have the right to seek independent legal advice at their own expense prior to signing such an agreement.

For questions about intellectual property, or the selection or modification of these templates, or situations that fall outside the scope of these templates please contact Chris Cornelison, Director of the Office of Intellectual Property Development (ccornel5@kennesaw.edu) and Bill Diong, Associate Vice President for Research (bdiong@kennesaw.edu).

### STUDENT-COMPANY APPLIED LEARNING AGREEMENT

THIS AGREEMENT is made and entered into on the \_\_\_\_\_\_\_\_day of \_\_\_\_\_\_, 20\_\_, by and between the Board of Regents of the University System of Georgia, by and on behalf of Kennesaw State University (KSU), whose address is 1000 Chastain Road, Kennesaw, Georgia 30144, and the Kennesaw State University Research and Service Foundation, Inc., located at 1000 Chastain Road, Kennesaw, Georgia 30144-5591, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Company), whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Whereas, KSU has a capstone course for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(*specify department/course*) students, and wishes to arrange for an applied learning experience for these students; and

Whereas, Company is interested in allowing the aforementioned KSU students to work on Company projects;

**Now, therefore,** the Parties, in consideration of the mutual promises contained herein and other good and valuable consideration, do hereby agree as follows:

I. Student Applied Learning Experience.

KSU wants to obtain opportunities for applied learning experiences for \_\_\_\_\_\_\_\_\_\_students. These experiences will provide real-life projects for students that will allow them to obtain course credit for the students’ capstone course in\_\_\_\_\_\_\_\_\_\_\_\_\_.

II. Project and Payment.

Company has a project/several projects entitled “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_” (“Project”) in which Company is interested in allowing KSU students to participate. Work on this Project will be under the supervision of a faculty advisor that will be selected by KSU. The scope of the work is described in the attached Exhibit A. Company agrees that if students come to the Company’s facility to work on the Project, Company will supervise these students and provide feedback to a designated KSU faculty member in order to allow the work of the students to be evaluated. The Company agrees to orient KSU students to the Company’s work-site policies and reserves the right to remove any student who does not adhere to these policies. If access is granted to Company’s server and dataset, KSU faculty will supervise the students’ use of the dataset.

The Company will pay KSU **$ #####** as a fixed price for the work on this Project. Payment will be made as follows: 1/2 of the price will be paid within thirty (30) days of execution of this agreement and the remaining amount owed will be paid within thirty (30) days of the delivery of a final written report. KSU shall submit invoices to the following:

Name:

Title:

Address/Email address:

Phone:

III. Independent Parties.

The Parties agree that these KSU students participating in this applied learning experience will not be employees of the Company and will not be entitled to any payment or other benefits from the company. Nothing in this Agreement shall constitute a partnership or agency relationship between Company and KSU nor authorize either party to incur any liability on behalf of the other party or to make any representation on behalf of or in any way binding the other party to any obligation of any kind, express or implied, to any third party.

IV. No Warranty.

The work that is done on this Project is both experimental in nature and an educational experience, so neither KSU nor its students makes any warranty or guarantee of any kind with regards to anything provided to Company by KSU or its students.

Company does not make any representation, warranty, or guarantee of any kind with regards to the accuracy or completeness of any information provided by Company to KSU or its students.

V. Governing Law.

This Agreement shall be governed and construed in accordance with the laws of Georgia.

VI. Intellectual Property.

1. Background IP Ownership

Each party owns or will own, and will continue to own under this Agreement, all of its intellectual property, including innovations, inventions, creations, works of authorship, developments, information, data, software, technology, and materials, and any other IP Rights, as of the Effective Date or arising or resulting from activities that are independent from the Project (“**Background IP**”).

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

1. *KSU has elected to release the management of IP to which the University has title or an interest, to the Kennesaw State University Research and Service Foundation, Inc. (KSURSF). During the course of the Project, KSURSF will disclose to Company any intellectual property developed by Student or KSU faculty or staff that is directly related to their work on the Project. At Company’s request, and in consideration of the Project fee payment set forth above, KSURSF and Student will assign all of their rights and interests in the intellectual property to Company, but Company agrees that KSURSF shall retain a perpetual, nontransferable, royalty free license to use the intellectual property for educational purposes and/or academic research only. Should Company not be interested in the intellectual property that is disclosed by KSURSF and its students, then Company shall so notify KSURSF and shall renounce, in writing, any ownership interest in the intellectual property.*

*Should Company choose to file a patent application based on a KSU student's work for the company as part of the Project, Company agrees to list the student as "Inventor", consistent with U.S. patent law, and, upon filing of said application, Company will send a check to each KSU student listed as an inventor in the amount of* ***$ ####*** *as full consideration for the KSU students’ assignment of their intellectual property rights.*

*KSU will ensure that each student participating in the applied learning experience will execute a “Student Participation, Non-disclosure, and Assignment of Rights in Invention Agreement”, a copy of which is attached as Exhibit B.*

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

VII. Confidential Information.

“**Confidential Information**” means information and materials first disclosed by or on behalf of Company to KSU or KSU Student (“recipient”) through any means (including oral, written, visual, sample, or electronic) during the life of this Agreement that is reasonably related to the Project that is either clearly identified as confidential when disclosed, or is of a nature or disclosed under circumstances such that recipient knows or should know it to be confidential. Confidential Information shall also include any information KSU or KSU Student learns or observes while at Company facility, which information shall be treated as Company Confidential Information.

Confidential Information does not include information that: (a) was possessed or known by recipient without any confidentiality obligations prior to receipt under this Agreement; (b) is or becomes publicly available through no act or omission of recipient; (c) is furnished to recipient by a third party where recipient does not know and reasonably does not believe it to be subject to any use or disclosure restrictions; or (d) is independently developed by or for recipient without breach of this Agreement.

VIII. Confidentiality Obligations and Required Disclosures

For a period of 5 years from the date of first disclosure (except with respect to trade secrets, including source code, and personally identifiable information, for which the following obligations shall apply indefinitely, unless otherwise provide by applicable law), and notwithstanding the termination of this Agreement, Recipient will: (a) not use Confidential Information other than for the Project; (b) not reverse engineer, decompile, or disassemble Confidential Information; (c) exercise the same degree of care in protecting Confidential Information as it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care; (d) not disclose Confidential Information to any person or entity, except to its employees, contractors, or students, who (i) have a legitimate need to know for the Project, and (ii) are obligated to protect any disclosed Confidential Information under terms no less protective than those contained in this Agreement; (e) not copy Confidential Information, except to the extent necessary for the Project; and (f) promptly notify Discloser upon discovery of any unauthorized use or disclosure of Confidential Information and cooperate with Discloser to mitigate any adverse consequences. Subject to its compliance with this Agreement, either party may independently develop or improve any technology, product, service, or solution.

A disclosure by Recipient of Confidential Information required pursuant to any subpoena, judicial proceeding, or governmental directive will not constitute a breach of this Agreement if, to the extent permitted under the circumstances, Recipient: (a) has first given Discloser notice and opportunity to protect such Confidential Information by protective order or other means; and (b) discloses only that portion which it is legally required to disclose. Both parties acknowledge that KSU is subject to the Georgia Open Records Act.

IX. Term.

This Agreement shall commence on the date first written above and shall end on \_\_\_\_\_\_\_\_\_\_, 20\_\_.

X. Termination.

This Agreement may be terminated be either Party for any reason by providing thirty (30) days written notice to the other party of its intention to terminate, provided that Company may dismiss any student from this applied learning experience, after consultation with and agreement by the University, without terminating the Agreement if the student violates any of the company’s rules or directives as described in section II above.

XI. Non-Discrimination.

The Parties agree that in the performance of this Agreement, there will be no

discrimination against any KSU students or other persons on the basis of race, color, sex,

religion, age, national origin, disability, or sexual orientation.

XII. Publication.

It is important to KSU and its faculty and students that the right to publish and present information about research activities be unfettered. Subject to the limitations below, KSU Faculty and Students shall be free to publish and present data, information, and other research results arising from the Project. KSU Faculty and Students working on the Project agree to provide Company, in confidence, with an advanced copy of any publication resulting from the Project not less than thirty (30) calendar days prior to the submission to a journal or any other public disclosure in order to give Company an opportunity to request removal of any of its proprietary or confidential information. If requested by Company, KSU Faculty and Students agree to remove any such confidential or proprietary information of the Company from the publication or presentation. If Company has not responded within fifteen (15) calendar days of receipt of the proposed publication or submission, KSU shall send a second notice to Company about its need to review the submission. If Company has not responded within fifteen (15) calendar days of this notice, KSU Faculty and Students may move forward with publication or other public disclosure. At the request of the Company within this thirty day period referenced above, KSU Faculty and Students agree to delay the publication for a period of up to sixty (60) days from the date the publication or presentation was originally provided to the Company so that any relevant patent applications may be filed.

XIII. Entire Agreement and Amendment.

This Agreement constitutes the entire agreement between the Parties and any amendment

to this Agreement must be in writing and signed by all Parties.

In Witness Whereof, the Parties execute this Agreement as of the date first set forth

above.

 The Board of Regents of the University

Company System of Georgia, by and on behalf of

 Kennesaw State University (KSU)

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

KSU Research and Service Foundation

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A**

**PROJECT DESCRIPTION**

1. Project background/purpose:

TBD

1. Solution objectives:

TBD

1. Design/Deliverable expectations:

TBD

**EXHIBIT B**

**STUDENT PARTICIPATION, NONDISCLOSURE, and ASSIGNMENT OF RIGHTS IN INVENTION AGREEMENT**

This PARTICIPATION and NONDISCLOSURE AGREEMENT is entered into on this \_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ (“Effective Date”) by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a Kennesaw State University Student, (hereinafter Student) whose address is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as Company), whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. Student understands that by working on a Project (“Project”) for the Company and receiving academic credit from Kennesaw State University (KSU) for this work, student is receiving a valuable applied learning experience from the Company but will not receive any payment or other compensation or benefit from the Company, and in exchange for this opportunity, Student also agrees that Company may furnish information to KSU regarding Student’s performance during this Applied Learning Experience.

2. Student, in consideration of the foregoing, agrees to keep in confidence and not disclose any and all information and documents which are considered confidential information by Company, provided that said confidential information is labeled confidential at the time of disclosure or if orally disclosed, then said orally disclosed confidential information shall be described in a writing provided to STUDENT within thirty (30) days of said oral disclosure identifying what was considered confidential.

3. The secrecy and non-disclosure obligations of STUDENT under this agreement do not apply to Confidential Information and Material received which:

1. was already known to STUDENT at the time of disclosure;

 (b) is independently developed by STUDENT without use of the Confidential Information;

 (c) becomes known to STUDENT from another source without confidentiality restriction on subsequent disclosure or use;

 (d) is or becomes part of the public domain through no wrongful act of STUDENT; or

 (e) is disclosed pursuant to any judicial or governmental request or order, provided that STUDENT agrees to notify Company promptly after becoming aware of its obligation to make such disclosure so that Company may seek a protective order with respect to such required disclosure.

1. *In consideration of the payment to Student of $ #### from the Company,* Student agrees to and hereby does assign all right, title, and interest in and to any new or existing products or services(invention), that are developed by the student during the student’s time working on the Project but only if such invention is based on Company’s products or services or on any information disclosed to student by Company. Student further agrees to execute such documents as may be necessary to perfect or protect Company’s ownership rights in the development of such invention. Furthermore, Student acknowledges that their capstone course instructor has offered them alternatives to this project where their rights to any invention would not have to be assigned to a company, but they voluntarily chose to work on this project.

5.This agreement shall expire ten (10) years after its execution, but may be renewed by the parties for additional periods upon mutual agreement.

6. This agreement is not assignable or transferable by either party without the prior written consent of the other party.

7. This Agreement will be governed by and interpreted in accordance with the laws of the State of Georgia. Each party hereby irrevocably submits to the jurisdiction of, and laying of venue in, the state and federal courts of Cobb County, Georgia, with respect to any matter arising hereunder or in relation to this Agreement and hereby waives any and all objections, including but not limited to any objection of forum non conveniens, to the exercise of personal jurisdiction by, or laying of venue in, such courts.

8. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes all prior agreements and understandings between the parties, whether oral or written, relating to the subject matter hereof; any modifications to this Agreement must be made in writing and signed by both parties.

9. In the event that any part of this Agreement is found to be invalid under any applicable law, the remainder of the Agreement shall remain in force.

By signing below, the Parties agree to the foregoing as of the date first written above:

|  |  |
| --- | --- |
| **KENNESAW STATE UNIVERSITY****Student** |  **(Company)** |
| **By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
|  | **Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

1. KSU IP policy para 6. [↑](#footnote-ref-1)
2. KSU IP policy para 6.II.A.3 [↑](#footnote-ref-2)
3. KSU IP policy, <https://kennesaw.policytech.com/dotNet/documents/?docid=59&public=true> [↑](#footnote-ref-3)