

Cooperative Agreement for Academic Course Design Projects

The Parties:

Sponsor:

University:

Non-profit X Bureau Address line 1 Address line 2 XXX, XX XXXXX-XXXX Ph: XXX-XXX-XXXX Fax: XXX-XXX-XXXX	Administrative Contact: John Doe Ph: XXX-XXX-XXXX Fax: XXX-XXX-XXXX Email: John@abc.com Technical Contact: Jane Doe Ph: XXX-XXX-XXXX Fax: XXX-XXX-XXXX Email: Jane@abc.com	NC State University, SPARCS 2701 Sullivan Dr. Suite 240 Campus Box 7514 Raleigh, North Carolina 27695-7514 Ph: 919-515-2444 Fax: 919-515-7721 http://www.ncsu.edu/sparcs/ EIN: 56-6000756 DUNS: 04-209-2122	Administrative Contact: Joe Namely Ph: 919-515-2444 Fax: 919-515-7721 Email: Joe@ncsu.edu Faculty Advisor: Dr. Ian Vestigate Ph: 919-515-XXXX Fax: 919-XXX-XXXX Email: Ian@ncsu.edu
Agreement #: XXXX-XXXX	Mod. #: X	Period of Performance XX/XX/XXXX – XX/XX/XXXX	Firm Fixed Price \$ XXXX.XX
Department: XXXXXXXXX			
Lab Name: XXXXXXXXX	Course Name: XXXXXXXXX		Course #: XXXXXXXXX
Check Appendices included: <input type="checkbox"/> "A" Statement of Work & Budget, <input type="checkbox"/> "B", Project Participation Agreement, <input type="checkbox"/> Other			

- 1. Purpose:** University agrees to use reasonable efforts, as a public educational institution, working as an independent contractor, to perform the research (hereinafter called "Project") as described in the proposal entitled "XXXXXXX", that is incorporated into this Order as Appendix A.
- 2. Sponsor's Contribution:** Sponsor agrees to provide an engineering problem of interest, with a mutually agreeable statement of project resources (funds and/or property), specific deliverables, and a schedule as set out in Appendix A. At the conclusion of the Project, Sponsor will take control of any of the Sponsor's property.
- 3. Project Participation Agreement:** All student Project participants will sign a Project Participation Agreement, in the form of Appendix B.
- 4. Payment:** This is a Fixed Price Agreement. The Parties agree that no additional invoices will be issued. Sponsor agrees to make payment(s) in full upon Agreement execution or split 50/50 between the start of the Project and Agreement execution, as set forth in Appendix A. Sponsor agrees that at the end of the period of performance any unspent Project funds will be released to University for furthering educational and/or research endeavors. University will make records available for audit for 3 years.
- 5. Checks to:** "NC State University," Office of Contracts and Grants, CB 7214, Raleigh, NC 27695-7214. Ph: 919-515-2153
- 6. Warranty:** The Project including any Deliverables or reports are provided on an "as-is" basis. University makes no warranties, expressed or implied, as to any matter whatsoever, including without limitation, merchantability, or fitness for a particular purpose. University makes no warranty regarding actual or potential infringement
- 7. Use of Name:** Neither party will use the name of the other in any form of advertising, publicity, or in connection with the sale of a product, without the express written permission of the other party.
- 8. Sponsor Representations and Warranties:** Sponsor warrants and represents that the information disclosed or delivered to University is Sponsor's property or that Sponsor has the right to disclose or deliver such information to University.
- 9. Publication:**
 - A. Except to the extent expressly limited in (B) below, University reserves the right to publish any results of the project. University shall notify Sponsor of its intention to publish and shall submit the manuscript to Sponsor for review 30 days prior to publishing.
 - B. University agrees not to publish any information that Sponsor has provided to University, which is clearly marked and/or identified as confidential.
 - C. Sponsor may request the publication of the Project be delayed not longer than 3 months if the results describe Sponsor Improvements or University Technology (as defined in 12. Intellectual Property) of which the parties desire to file United States or foreign patent applications.
 - D. Students shall submit reports to their advisors, and shall do a presentation to the class and Sponsor. Students will follow all conditions as outlined in Appendix B.
 - E. Sponsor recognizes and authorizes that students shall be able to present to their prospective future employers that information which is customarily expected to articulate and promote the student's talent and marketability.
- 10. Intellectual Property:**
 - A. Neither party transfers by operation of this agreement any intellectual property that either owns at the start of the project (hereinafter referred to as Pre-Existing Technology).
 - B. Intellectual property conceived and/or reduced to practice under this Agreement by one or more employees and/or students of University which result from or constitute improvements to the Sponsor's Pre-Existing Technology, including but not limited to any

inventions, designs, techniques, innovations or other discoveries, shall belong to either the Sponsor or University or both the Sponsor and University, depending on documented proof of conception by either or both the Sponsor and/or University and provided such improvements could reasonably have been anticipated to result from the scope of work described in Appendix A.

C. Intellectual property rights in all other inventions, designs, techniques, innovations, or new discoveries not designated as being the property of the Sponsor pursuant to Subparagraphs (A) or (B) above, conceived or reduced to practice under this Agreement: 1) exclusively by one or more employees and/or students of University, shall belong to University (hereinafter University Technology); 2) exclusively by one or more employees of Sponsor, shall belong to Sponsor; 3) jointly by one or more employees and/or students of NC State and Sponsor, shall be jointly owned by University and Sponsor (hereinafter Jointly Owned Property).

D. Sponsor shall have an option to negotiate for a royalty-bearing, exclusive license to any University Technology or to University's rights and interest in Jointly Owned Property, provided Sponsor must exercise its option by notice in writing within 3 months of the disclosure to it by the University Office of Technology Transfer, or within 3 months following the completion of the Project. Upon expiration without exercising Sponsor's option, University shall be free to license any University Technology or its rights and interest in Jointly Owned Property to other companies.

E. University will maintain for itself at all times a royalty-free, nonexclusive, nontransferable license to any intellectual property falling within subparagraph (B) or (C) herein, such license to be limited to non-commercial research and educational purposes. Sponsor hereby grants to University a royalty-free, non-exclusive, nontransferable license to Sponsor's Pre-Existing Technology for non-commercial research and educational purposes only for the duration of the Project.

11. Confidential Disclosure:

Employees of University will be required to adhere to the conditions of confidentiality set forth in this paragraph. Each student who wishes to participate will sign a Project Participation Agreement, which will be attached as Appendix B. Beyond requiring that student participants agree to the conditions set forth in the Participation Agreement, University has no authority to bind students. University will use its best efforts to enforce the Participation Agreement as long as students are enrolled at University, but does not warrant student confidentiality and does not agree to institute litigation to enforce the Participation Agreements.

For a period of 3 years from date of disclosure University will use its best efforts to maintain information supplied by Sponsor, when identified in writing as being proprietary, and data derived there from, in confidence and will not disclose such information to others without the prior written consent of Sponsor. This obligation of confidence upon University shall not apply to information, which is known to University prior to its receipt from the Sponsor, which is or becomes available to the public, which is received from a third party not deriving the information from Sponsor, or which is independently developed by University. Sponsor further agrees that the obligation of confidence undertaken above does not prevent the disclosing of any information pursuant to the subpoena power of any court or any civil investigation or demand issued by a governmental agency or as otherwise may be required by law.

12. Termination: Either party may terminate performance under this Agreement at any time upon 30 days written notice to the other party. Upon receipt or issuance of a notification, University will proceed in an orderly fashion to conclude the Work, limit or terminate where possible, any outstanding commitments. Sponsor agrees to reimburse University for all costs and noncancelable obligations incurred prior to receipt of termination notice.

14. Limited Liability: Sponsor and University agree to each be responsible for their own negligence and the negligence of their employees and agents. Sponsor agrees to indemnify and hold harmless University against any claims arising out of Sponsor's use, commercial sale, or distribution of Deliverables or products or processes resulting from or its reliance on the Deliverables set forth in Appendix A.

15. Assignment: Neither this Agreement nor any rights or obligations under this Agreement shall be assigned or otherwise transferred by the Sponsor or University without prior written consent of the other party.

16. Governing Law: This agreement shall be governed and construed in accordance with the laws of the United States and North Carolina, without regard for conflicts of laws provisions. Legal actions will be adjudicated in a court of competent jurisdiction.

17. Survivability: The provisions of 7, 8, 10, 11, 14, 16, and 17 shall survive any termination or expiration of this Agreement.

18. Entire Agreement: This embodies the entire understanding of the Parties. It supersedes any prior or contemporaneous representations, either oral or written.

By an Authorized Official of the Sponsor		By and Authorized Official of the University	
Name, Title	Date:	Name, Title	Date: