

Module 5 Case Study: Communications

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Memo

From: Team ABC

Sent: Tuesday, March 30th

To: MYH Senior Management

Subject: Outsourcing of incentive and training program for employees

Hello Mr./Mrs. ABC,

As you requested, our team has held a detailed conversation regarding the management's request to outsource the reward and training scheme for the employees. I would like to express the teams point of view regarding the outsourcing decision. This corporation may focus on the core operations if indeed the compensation package is outsourced to an external agency.

Furthermore, there would be additional benefits such as time and money.

However, regarding the training process outsourcing, the team and I strongly believe that this training should take place within the company due to the current high levels of experience we hold with internal training. All levels of managers and coaches within MYH maintain a thorough understanding of the demands and criteria of staff training. The completion of this training is very capable and much more reliable and accessible. Also, technological knowledge of the staff will be improved without wasting time. In conclusion, our team is recommending that this situation is to be further investigated, followed by an informed decision.

With regards,

Team, ABC

Weighted Scoring Model Template

	A	B	C	D	E	F	G	H
1		Percentage	Proposal 1	Weighted score	Proposal 2	Weighted score	Proposal 3	Weighted score
2	Management approach	0.15	80	=B2*C2	90	=E2*B2	60	=G2*B2
3	Technical	0.15	90	=B3*C3	50	=E3*B3	90	=G3*B3
4	Past	0.2	70	=B4*C4	95	=E4*B4	90	=G4*B4
5	Price	0.2	90	=B5*C5	80	=E5*B5	80	=G5*B5
6	Interview results and samples	0.3	80	=B6*C6	95	=E6*B6	65	=G6*B6
7	Total score			=SUM(D2:D6)		=SUM(F2:F6)		=SUM(H2:H6)

The result is shown below:

	A	B	C	D	E	F	G	H
1		Percentage	Proposal 1	Weighted score	Proposal 2	Weighted score	Proposal 3	Weighted score
2	Management approach	0.15	80	12.00	90	13.50	60	9.00
3	Technical approach	0.15	90	13.50	50	7.50	90	13.50
4	Past performance	0.20	70	14.00	95	19.00	90	18.00
5	Price	0.20	90	18.00	80	16.00	80	16.00
6	Interview results and samples	0.30	80	24.00	95	28.50	65	19.50
7	Total score			81.50		84.50		76.00

To create a justified recommendation, we must take a look into the total score for all three of the proposals. After adding the weighted scores, Proposal 3 had the lowest total score with a 76.00. Next, Proposal 1 had the middle score with an 81.50. This means that Proposal 2 had the highest total score with an 84.50. Based on these results, I would recommend that Proposal 2 should be selected.

Potential Intellectual Property Agreement**Potential Intellectual Property Agreement**

This Intellectual Property Assignment Agreement (the “Agreement”) is made and entered into as **Date**, by and between Manage Your Health, Inc. (MYH) (the “Company”) and **Other Party** (the “Recipient”) (collectively, the “Parties”).

The Parties hereby agree as follows:

1. The Recipient agrees to assign to the Company, or its designee, all right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements, designs, drawings, discoveries, algorithms, formulas, computer code, ideas, trademarks, or trade secrets, whether or not patentable or registrable under patent, copyright or similar laws, related to the Company’s training course, videos, and materials, which the Recipient may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, with the use of Company’s equipment, supplies, facilities, assets, or Company Confidential Information, or which may arise out of any research or other activity conducted under the direction of the Company (collectively referred to as “Intellectual Property”).
2. The Recipient understands and agrees that (i) all original works for authorship which are made by the Recipient (solely or jointly with others) within the scope of the Company’s business which are protectable by copyright are “works made for hire,” as that term is defined in the United States Copyright Act and (ii) the decision whether or not to commercialize or market any Intellectual Property is within the Company’s sole discretion and for the Company’s sole benefit and that no royalty or other consideration will be due to the Recipient as a result of the Company’s efforts to commercialize or market any such Intellectual Property.
3. The validity, construction and enforceability of this Agreement shall be governed in all respects by the law of the State of XXXX. This Agreement may not be amended except in writing signed by a duly authorized representative of the respective Parties. This Agreement shall control in the event of a conflict with any other agreement between the Parties with respect to the subject matter hereof. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.