

Cooperative Agreement for Student Projects

This Cooperative Agreement for Student Projects ("Agreement"), with an effective date of _____, 201____, is made by and between The Ohio State University on behalf of its Office of Sponsored Programs ("Ohio State"), with an address at 1960 Kenny Road, Columbus, OH 43210, and _____, with an address at _____ ("Company").

Whereas, Ohio State desires to collaborate with companies in order to provide and facilitate practical industry experiences including, but not limited to, Senior design group projects, laboratory projects, and other projects; and

Whereas, Company desires to provide financial assistance for the project as more fully described in the Statement of Work set forth in Attachment A (the "Project"), which is incorporated herein by reference.

Now therefor, Ohio State and Company agree as follows:

1. COMPLETE AGREEMENT AND AMENDMENTS

This is a complete statement of the terms of this Agreement, which supersedes any prior understanding of any kind between the parties relative to the Project. The terms herein shall prevail notwithstanding any additional or different provisions, terms and conditions submitted by Company hereunder. No modification of this Agreement shall be binding, unless agreed to in writing by both parties.

2. PERIOD OF PERFORMANCE AND TERMINATION

The period of performance of this Agreement is _____ to _____, except that either party may terminate this Agreement in its entirety upon thirty (30) days' prior written notice to the other party. If terminated by Company, Ohio State is entitled to full payment for all costs and non-cancelable commitments incurred as of the effective date of the termination.

3. PAYMENT AND IN-KIND ASSISTANCE

Company shall pay Ohio State as follows:

Payment

This Agreement provides a fixed price of \$_____ (USD) for the Scope of Work and Project Deliverables set forth in Attachment A. Ohio State will invoice Company on the following schedule: \$_____ (nonrefundable) due upon execution of this Agreement.

Terms are net cash, without discount, payable within thirty (30) days after date of invoice.

In-kind Assistance

In addition to the financial support above, Company agrees to provide a problem of interest (which may include materials, supplies and/or equipment), with mutually agreeable Project Deliverables for the Project, and agrees to designate _____, as the Company mentor and point of contact for the Project.

4. PROJECT PARTICIPATION AGREEMENT

Ohio State faculty, staff and students who are directly working on the Project will be required to sign a Project Participation Agreement as set forth in Attachment B, which is incorporated herein by reference.

5. ADMINISTRATIVE CONTACTS

Company:

Ohio State:

The Ohio State University
Office of Sponsored Programs
1960 Kenny Road
Columbus, OH 43210
614-____-_____
_____.@osu.edu

6. LIMITATION OF LIABILITY

OHIO STATE SHALL USE REASONABLE EFFORTS TO PERFORM AND MANAGE THIS PROJECT. HOWEVER, AND BECAUSE OF THE NATURE OF SUCH EFFORT, OHIO STATE MAKES NO WARRANTY OR GUARANTEE WHATSOEVER IN CONNECTION WITH THE FURNISHING OF THE SERVICES OR THE USE OR IMPLEMENTATION OF SUCH SERVICES BY COMPANY.

7. RESPONSIBILITY FOR COMPANY FURNISHED PROPERTY

Ohio State shall be responsible for the loss, destruction or damage to any property furnished by Company, which directly results from and is caused by the sole negligence or willful misconduct of Ohio State or its agents, representatives or employees.

8. USE OF NAMES

Company agrees not to use Ohio State's name, trademarks, logos, and names of its employees in any manner, including but not limited to use with any product or service that may utilize in any way the results, either expressly or implicitly, of the Project, without Ohio State's prior written consent. Except for required reports to Ohio State's Board of Trustees and Ohio State's reports of Company's program funding, Ohio State agrees to not use Company's name, trademarks, logos, and names of its employees in any publication or presentation without the Company's prior written consent.

9. COMPANY REPRESENTATIONS AND WARRANTIES

Company represents and warrants that: a) the information disclosed or delivered to Ohio State hereunder are Company's property; and b) Company has the right to disclose or deliver such information to Ohio State.

10. RIGHT TO PUBLISH

Ohio State and its students reserve, without limitation, the right to publish the results of any research or activities undertaken as part of this Project, including, but not limited to, public display of results on presentation posters at the end of the Capstone course. Ohio State or the students shall provide a copy of any proposed material or presentation to Company for review and comment. Ohio State and its students will not publish or present the material for at least fourteen (14) days after Company receives the proposed publication material or presentation, so Company can request that Ohio State or its students redact Company's confidential information from the material or presentation and/or file a patent application for intellectual property conceived or first reduced to practice during the performance of the Project and within the scope of the Project. Ohio State agrees not to publish any information that Company has provided to Ohio State that has been clearly marked as "confidential," without the prior written consent of Company. As indicated in Section 18 of this Agreement, the results of this project shall not be considered proprietary or confidential.

11. RIGHTS IN DEVELOPMENTS:

Title to all intellectual property, data, or information owned, developed, conceived or reduced to practice by Company prior to the start of the work under this Agreement or outside of the scope of the Project shall remain the sole property of the Company. Title to all intellectual property, data, or information owned, developed, conceived or reduced to practice by Ohio State prior to the start of the work under this Agreement or outside of the scope of the Project shall remain the sole property of Ohio State. Intellectual property conceived or first reduced to practice during the performance of the Project and within the scope of the Project by one or more employees and/or students of Ohio State shall belong to Company. Ohio State receives and retains at all times a royalty-free, nonexclusive, nontransferable license to any intellectual property conceived or first reduced to practice during the performance of the Project and within the scope of the Project, such license is limited to non-commercial research and educational purposes.

12. EXCUSABLE DELAY

Ohio State shall not be responsible or liable and shall not be deemed to be in default on account of any delay or failure to perform services if due to any cause or condition beyond Ohio State's reasonable control.

13. ASSIGNMENT

Neither this Agreement nor any rights or obligations under this Agreement shall be assigned or otherwise transferred by Company or Ohio State without the prior written consent of the other party.

14. INDEPENDENT CONTRACTOR

The relationship of Ohio State to Company, under this Agreement, is that of an independent contractor and nothing herein shall be construed as creating any other relationship.

15. PROJECT

If the Project covered by this Agreement is not completed in the stipulated period and the parties desire that the Project continue beyond said date, it is understood that the project may be extended for additional periods under terms mutually agreed upon in writing.

16. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Ohio.

17. SURVIVABILITY

The provisions of Sections 6, 7, 8, 9, 10, 11, 16, 18, and 19 shall survive any termination or expiration of this Agreement.

18. CONFIDENTIALITY

For a period of three (3) years from date of disclosure, Ohio State will use reasonable efforts to maintain information supplied by Company, when identified in writing as being 'confidential', in confidence and will not disclose such information to others without the prior written consent of Company. This obligation of confidence upon Ohio State shall not apply to information: 1) known to Ohio State prior to its receipt from the Company; 2) which is, or becomes, available to the public; 3) which is received from a third party not deriving the information from Company; or 4) which is independently developed by Ohio State. Company 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. For any avoidance of doubt, Company's confidential information or proprietary information does not include any Project results.

19. EXPORT CONTROL

19.1 *Fundamental Research.* Ohio State is an institution of higher education and intends to conduct all research and activities under this Project, as described in Attachment A, as fundamental research under U.S. Export Control regulations, such that the results generated by Ohio State or its students qualify as "public domain" under International Traffic in Arms Regulations ("ITAR") Parts 120.10(a)(5) and 120.11 or "publicly available" under the Export Administration Regulations ("EAR") Parts 734.3 and 734.8.

19.2 *Results to be Publicly Available.* Company understands and agrees that Ohio State will make all results under this Project publicly available, subject to the provisions of Sections 10 and 18 of this Agreement.

19.3 *No Restrictions on Participation.* Company understands and agrees that international students and employees of Ohio State may participate in this project without limitation.

19.4 *Items and Information.* Company shall not disclose or provide to the Ohio State or any employee or agent of Ohio State any items, materials, software, technology, or information subject to the licensing provisions of International Traffic In Arms Regulations (ITAR) under

22 CFR §§ 120-130, and Export Administration Regulations (EAR) under 15 CFR §§ 730-774, without limitation, without the prior written notice to and advance approval by the Ohio State Export Control Officer. Upon request, Company agrees to provide Ohio State with the U.S. Munitions List ("USML") designation or Export Control Classification Number ("ECCN") of any items, materials, software, technology, or information provided by Company to University or a signed certification that all provided items, materials, software, technology, or information are not ITAR-controlled and are classifiable as EAR99. Company agrees to assist Ohio State in making any export control determinations Ohio State deems necessary.

19.5 Compliance with Laws Never a Breach. The Parties understand and agree that compliance with all applicable laws and regulations including but not limited to the Arms Export Control Act, ITAR, EAR, and the laws and regulations implemented by the United States Department of Treasury Office of Foreign Assets Control (OFAC) which adversely affect the Project and/or any deliverables or grant of intellectual property rights hereunder shall not constitute a breach of this Agreement.

Agreed to and Accepted:

[Insert Company Name]

The Ohio State University

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment A

Project

Company Statement of Problem of Interest:

Scope of Work:

Project Deliverables:

Attachment B
Capstone Course Participation and Assignment Agreement

As a condition of my participation in the Ohio State University ("Ohio State") Capstone Course, _____, I agree to observe all course rules, institutional policies, and procedures applicable to such participation. I further agree to take every reasonable effort, commensurate with the responsibilities assigned to or assumed by me in connection with my participation in this course, to perform the obligations and requirements associated with the course. In connection with my participation in the course, I specifically understand and agree, to the best of my knowledge and abilities, to the following:

1. I will make complete and systematic notes and records relating to the project, including full and accurate descriptions of all experiments, observations, data, results, discoveries, inventions, designs, models, works of authorship (including computer software), mask works and the like; maintain and preserve such notes and records and models, samples, databases, software, etc.; make them available for inspection and use at the request of Ohio State or a unit or agent thereof; and, upon request, deliver them to the University or a unit or agent thereof at the conclusion of my participation in the course;
2. I will refrain from activities that may constitute or result in infringement of any patent, copyright, right of privacy, or other legal right obtained during my participation in course;
3. I will not disclose to others nor use otherwise than for the purposes of the course, confidential information obtained in confidence for the course; and
4. I will observe the institutional restrictions regarding publicity and use of Ohio State's identity and/or marks and those of any external sponsors.

I agree to promptly submit disclosures of discoveries, inventions, designs, works of authorship (including computer software), mask works and any other intellectual property resulting from my participation in the above-named Capstone course to Ohio State's Technology Commercialization Office. I UNDERSTAND THAT, UNDER OHIO LAW, ANY INTELLECTUAL PROPERTY CREATED BY ME THROUGH THE SPECIAL SPONSORED RESEARCH FUNDING, FACILITIES AND/OR EQUIPMENT USED DURING MY PARTICIPATION IN THIS CAPSTONE COURSE IS SOLELY OWNED BY OHIO STATE.

In consideration for my participating in this Capstone course, I hereby assign to Ohio State, or to a unit or agent thereof, any and all right and title that I may personally have in such discoveries, inventions, designs, works of authorship, items and in any patents, copyrights, mask work protection, etc. covering the same. I agree to fully cooperate with the University's Technology Commercialization Office in preserving and perfecting these legal rights by affixing appropriate copyright notices, executing necessary documents and otherwise, including refraining from premature public disclosure which might jeopardize such legal rights.

I have read this Capstone Course Participation and Assignment Agreement and the associated Cooperative Agreement for Student Projects, and I understand and agree to their terms, and I execute this agreement under my own free will and I will receive and retain an acknowledged copy.

Participant

Acknowledged for The Ohio State University:

Signature

Date

Signature

Date

Printed Name

Printed Name

