

STUDENT PROJECT MEMORANDUM OF UNDERSTANDING

between

INDIANA UNIVERSITY - PURDUE UNIVERSITY FORT WAYNE

and

This Memorandum of Understanding, made as of _____, by and between _____ (hereinafter called "Company Partner ") and Indiana University – Purdue University Fort Wayne, 2101 East Coliseum Blvd., Fort Wayne, Indiana 46805-1499 (hereinafter called "IPFW") to fulfill the mutual objectives as set forth below.

Partnership Objectives

To better prepare their students in the processes of design, research and analysis, the (hereinafter called "Department") has developed a course which allows students to work on projects and problems of interest to industry.

The project contemplated by this Agreement is of mutual benefit to IPFW and Company Partner, will further the instructional objectives of IPFW in a manner consistent with its status as a state supported institution, and should derive benefits for both Company Partner and IPFW.

- **Time Period**

- Student project created under course number _____ for the period of _____ to _____ shall be subject to this agreement.

- **Responsibilities**

- IPFW: The Professor assigned by IPFW to be in charge of the course shall work with Company Partner personnel to develop and implement a suitable project(s). The Professor shall assign one or more student(s) to a project and assist the student in the development of the results. The Professor shall assist in facilitating the signature of each student on the attached Student Agreement Form and will supply Company Partner with a copy of the final report.
- Company Partner: The Company Partner shall assign staff to work with the Professor to develop, implement and provide technical assistance as need. The Company Partner shall provide input to faculty and students that will improve the project execution and help in the education of the Student.
- Where applicable, the Company Partner shall provide financial support for faculty and student expenses that may be accrued. All such expenses shall be pre-approved and paid directly to the Faculty member or student(s).

- **Reports and Deliverables**

- Where not prohibited by previous agreement with Student, the Professor shall furnish Company Partner the final project report ("Deliverables"). These Deliverables shall be the non-exclusive property of the Company Partner to duplicate and/or use the same in the Company Partner's normal business

operations, which includes but not limited to, using material in reports, to design and build equipment for use by Company Partner, or any subsidiary of Company Partner, provided however, that any Deliverable protected under patents or copyright laws shall be subject to Intellectual Property section below, but Company Partner shall not sell, license or allow anyone else to use the results of these reports.

- The format and content of all Deliverables shall be at the sole discretion of IPFW and IPFW shall not be obligated to provide any Deliverable in addition to or different than that used IPFW for its own purpose. IPFW makes no warranty as to completeness, accuracy, efficacy, or safety of any material or information given in Deliverables.

- **Information Supplied by Company Partner**

- Company Partner agrees that no confidential information will be given to IPFW. Any information, data, parts and knowledge disclosed to IPFW by Company Partner shall be at the sole discretion of Company Partner, and shall be in the form and detail deemed appropriate by Company Partner. Company Partner shall not be obligated to make-up any special part, drawing, specification or other document. Company Partner does not warrant and makes no representation as to completeness, accuracy or efficacy of any part, information, data, knowledge or other assistance provided hereunder to IPFW.
- Should confidential information be required to be passed between the Company Partner and IPFW, it will be subject to the terms of a standard confidentiality agreement executed between the parties. Information that is subject to this agreement should be identified as “confidential and proprietary”. If the subject confidential information would, in the course of the project, be shared with the students, then a separate confidentiality agreement should be executed between the company partner and the student(s) directly.

- **Use of University Names**

- Both parties will not use the name of the other party, or the name of any employee of the other party, nor any student working on the design, in any publicity, advertising, or news release without the prior written approval of an authorized representative of the other party. Company Partner will not under any circumstances advertise or otherwise state or imply that IPFW or Purdue University has tested and approved any product or process.

- **Product Liability Indemnity**

- If Company Partner uses any material contained in a report to develop and/or improve any product and/or process, Company Partner shall indemnify, hold harmless and defend IPFW, Purdue, and The Trustees of Purdue University, and their respective officers, directors, trustees, employees, agents, and students (the "indemnified parties") against any and all claims, demands, actions, liability and expenses ("claims"), including claims allegedly resulting in whole or in part from the negligence of the indemnified parties or from acts or omissions for which the indemnified parties otherwise would be strictly liable, related to or arising out of Company Partner use of any material from any report.

- **Publications**

- Publication of design teaching methods and results is of fundamental importance to IPFW, Purdue, faculty members and their teaching programs. IPFW must, therefore, permit publication of design teaching methods and results in recognized journals. A copy of all such publications will be sent to the Company Partner thirty days for review and comment.

- **Intellectual Properties**

- It is understood that the principal product anticipated from this experience will be the Final Reports discussed in the Reports and Deliverables section of this Memorandum of Understanding. If any Final Reports contain any patentable invention, Purdue shall grant to the Company Partner a non-exclusive, royalty-free license to use any such patentable invention.

- **Completion**

- It is understood that IPFW will use its best effort to complete the project within the time period, but because this course involves undergraduate and/or graduate students, IPFW does not make any warranty nor does it guarantee completion of the projects.

- **Student Records**

- Certain records and documents relating to individual student(s) are governed by the Family Education Rights and Privacy Act of 1974 (FERPA). Both parties agree to protect said records in accordance with said Act.

COMPANY PARTNER

IPFW

By: _____

By: _____

Typed Name

Title:

Date: _____

Date: _____

STUDENT AGREEMENT

for

(Course number and Title)

Between

IPFW

and

Student's Name

THIS AGREEMENT, made as of _____, 20__ by and between _____ (hereinafter called "Student") and Indiana University - Purdue University Fort Wayne (hereinafter called "IPFW").

As part of the educational process being taught in this course (Course Number and title) IPFW and _____ (hereinafter called "Company Partner") have entered into an agreement to conduct a joint project. During this project, you may receive information from the Company Partner and may meet and have conversations with personnel of Company Partner. Your instructor _____, the Department _____ (Name), and IPFW feel that this arrangement will greatly enhance your education at IPFW. Therefore, as part of this project team you agree to the following:

1. That all material you put into your Final Report can and may be given to the Company Partner.
2. That, according to Purdue University Executive Memorandum B-10, any and all copyrightable and patentable material developed as a result of this Academic Project, belongs to Purdue University. Student, by signing this agreement, confirms such ownership. A copy of Memorandum B-10 is available from your instructor.

Date: _____

Student _____
Print Name (first, initial, last)

Signature of Student