

MASTER STUDENT EDUCATIONAL ACTIVITY AGREEMENT

This agreement is effective the date of last signature and is between the Regents of the University of Idaho, a public university of the state of Idaho (“**University**”) and _____, a _____ (“**Sponsor**”). University and Sponsor may be referred to individually as “**party**” or collectively as “**parties**.”

This agreement states the terms and conditions for a learning experience for University undergraduate students that will be funded by Sponsor (“**Activity**”). University and Sponsor agree that the purpose of this agreement is to provide the Activity as part of an approved University course for University undergraduate students (“**Students**”). Any work by the Students that arises from this agreement, including work that is identified as deliverables, are supplementary to the purpose of this agreement. Execution of this agreement does not obligate either party to request or perform an Activity. This agreement becomes a binding obligation on the parties when the parties execute a task order subject to the terms of this agreement (“**Task Order**”). The Task Order is included in Appendix A.

University and Sponsor therefore agree as follows:

1. Agreement Term

This agreement shall remain in effect until terminated (see Section 16).

2. Activity Title and Scope

- a. Each Activity performed under this agreement shall be initiated when the parties sign a Task Order. Each Activity shall be performed according to the requirements of the Task Order. The Task Order shall be governed by the terms of this agreement.
- b. University shall use reasonable efforts as a public higher education institution to perform and complete any Task Order. University does not state that the desired results will be obtained. University shall not be required to perform any Task Order in violation of university policies, laws, or regulations.
- c. Each Task Order shall include: (1) a description of the Activity; (2) a budget for the Activity, (3) the period of performance for the Activity; (4) the name(s) of the course instructor(s) for the Activity; and (4) the title and course number for any University course associated with Activity. The terms of this agreement shall govern in there is a conflict between the terms in the Task Order and this agreement.

3. Activity Supervisor

University shall provide a supervisor to oversee the students through performance of the Activity (“**Principal Investigator(s)**”). The Principal Investigator shall be stated in the Task Order.

4. Student Activity Participants

- a. All Students participating in the Activity shall sign the *Student Activity Participation Agreement* in Appendix B. Students are not agents or employees of University. University has no authority to bind Students to the terms of this Agreement or Appendix B.
- b. University shall use reasonable efforts to ensure Students comply with the conditions of this agreement and the *Student Activity Participation Agreement* while Students are enrolled at University. However, University does not warrant that Students will adhere to the conditions.

5. Financial Support & Payment

- a. Sponsor shall reimburse University, at a minimum, for all Activity costs identified in each Task Order and deemed necessary by University to perform the Activity. University is not obligated to spend more on the Activity than the funds provided by Sponsor for the Activity.
- b. Sponsor shall pay University in full, using non-federal funds, no later than 30 days after a Task Order is executed and receipt of an invoice from University. Any unspent funds shall be released to University after the end of the Performance Period for use in student educational or research endeavors.
- c. Sponsor’s physical billing address: _____.
Sponsor email address that University shall email invoices to: _____.

- d. Sponsor shall make payment to University at following address: *Regents of the University of Idaho, ATTN: Office of Sponsored Programs, 875 Perimeter Drive, MS 3020, Moscow, ID 83844-3020.*
- e. University may charge interest or withhold results of an Activity detailed in section 6 until payment is received from Sponsor. Sponsor's rights under Section 7 are subject to Sponsor fulfilling its obligations under this Section 5.

6. Anticipated Results of Activity

University Principal Investigator(s) shall provide to Sponsor the reasonably anticipated results of the Activity described in the Task Order. These results may include (1) technical reports, data, and other deliverables, and (2) a final report. Any intellectual property created during performance of this agreement shall be governed by section 7, Intellectual Property.

7. Intellectual Property

- a. No task order or this agreement grants any ownership rights in intellectual property that was (1) separately owned or developed by either party before this agreement was executed ("**Existing Technology**"), or (2) created by a party other than through performance of a Task Order. Sponsor hereby grants University a royalty-free, non-exclusive, non-transferable license to Existing Technology made available by Sponsor solely for performance of a Task Order.
- b. Inventions. University shall assign to Sponsor, subject to University's ability to obtain an assignment from the student inventor(s), patent rights to inventions conceived and reduced to practice by Students during the performance of a Task Order. University reserves for itself, and each participating student, at all times an irrevocable, royalty-free, non-exclusive, non-transferable license for research and educational purposes to any inventions conceived and reduced to practice by Students in performance of a Task Order.
- c. Copyrightable Works. University shall assign to Sponsor, subject to University's ability to obtain an assignment from the author(s), the rights to copyrightable works created by Students under any Task Order. University reserves for itself and Sponsor shall grant University an irrevocable, royalty-free, non-exclusive, non-transferable license to any copyrightable works authored by Students under a Task Order for research and educational purposes.
- d. All other intellectual property created by University employees or Students shall belong to University.

8. Confidential Information

- a. Subject to section 8(c), information shall be treated as confidential if it is (1) in written, graphic, or other tangible form or reduced to such form within 30 days of disclosure, and (2) clearly identified as confidential at the time of disclosure or within 30 days of disclosure.
- b. Confidential information shall not be disclosed by the receiving party to a third party for the lesser of: (1) three years from the date it is disclosed, (2) until a patent is published, (3) the disclosing party gives prior written approval, (4) the confidential information is published by the disclosing party, (5) or the parties agree otherwise in writing at the time of disclosure. For purposes of this Agreement, Students are not third parties to the University.
- c. Information is not confidential information if it is:
 - i. is required to be disclosed by operation of law, including but not limited to the Idaho Public Records law, Idaho Code §§ 74-101 – 74-126;
 - ii. is reasonably ascertained by University or Sponsor to create a risk public health or safety;
 - iii. was in the receiving party's possession prior to receipt of the disclosed information;
 - iv. is or becomes a matter of public knowledge by no fault of the receiving party;
 - v. is received from a third party without a duty of confidentiality; or
 - vi. is independently developed by the receiving party.
- d. This agreement shall not be construed to limit either party's right to independently develop products without the use of another party's Confidential Information. The terms of this agreement shall take precedent if there is a conflict between a separate confidentiality, nondisclosure, or proprietary information agreement executed by the parties.

9. Publication and Presentation Rights

- a. University may publish or present the results of the Activity ("**Publication**"). However, all Publications are subject to the confidentiality requirements in Section 8.

- b. University shall give Sponsor copies of any Publication to review for confidential information at least 30 days before it is submitted for publication or presented. Sponsor's right to review Publications shall expire 12 months after the Activity ends. Notwithstanding the requirements in sections 8 and 9, Students are not required to provide presentations or reports for prior review by Sponsor if the presentation or report is required for completion of the University course associated with the Activity.

10. Equipment

University shall own any equipment and materials not expressly made part of a deliverable it purchases, acquires, or fabricates with funds provided by Sponsor unless an executed Task Order expressly states otherwise.

11. Disclaimer of Warranty

All Activities are strictly experimental and for educational purposes. University makes no warranties of any kind, express or implied, including warranties of merchantability or fitness for a particular purpose or non-infringement, regarding the Activity, deliverables, intellectual property, patentable inventions, copyrights, or other results.

12. Liability

- a. Each party shall be responsible only for the acts, omissions, or negligence caused by that party's own employees or agents. Nothing in this agreement shall extend the tort liability of the State of Idaho beyond that required by law, including for the state of Idaho the Idaho Tort Claims Act, Idaho Code §6-901, et seq.
- b. Each party shall be responsible for damage to property of the other party caused by its employees or agents in performance of this agreement. Because University is a state entity and subject to state appropriation laws, any property claim or damage arising from the University's employees or agents that is not covered by the University's self-insurance or other property coverage shall be paid to the extent funds are legally available.
- c. Sponsor shall indemnify University against all claims arising out of Sponsor's use, commercialization, or distribution of information, materials or products which result in whole or in part from the research performed pursuant to this Agreement. Sponsor shall indemnify University from any claims arising from third party claims that the work performed hereunder infringes third party intellectual property rights. University has no knowledge of any such claims.

13. Export Controls

- a. University's obligations in this agreement are contingent on its ability to comply with applicable United States export and embargo laws and regulations. Sponsor shall not provide or make accessible to University or Students any export-controlled materials (including without limitation, equipment, information, and/or data).
- b. University is not required to accept export-controlled information. University may terminate, manage, or alter the Activity so that an export or import license is not required.
- c. If Sponsor must provide export-controlled materials for the Activity, Sponsor shall obtain prior written consent from University's Export Controls Analyst. Sponsor shall follow any instructions from University's Export Controls Analyst regarding how export-controlled materials shall be passed to University.

14. Publicity

- a. Each party shall obtain written authorization from the other party before publishing any promotional materials that use the other party's name or trademarks. However, University may, without Sponsor's written authorization, disclose Sponsor's name and the Activity title as required or permitted by law. This section shall survive termination of this agreement.
- b. _____ By initialing this section and notwithstanding the limitations in 15(a), Sponsor grants University the right to use the name of Sponsor, the name of Sponsor's employees, and Sponsor's Trademarks in any publicity, news release, or other publicity matter regarding a Task Order.

15. Termination

- a. Either party may terminate this agreement or a Task Order for any reason. At least 60 days prior written notice must be given to the other party's authorized official before the date the termination takes effect.

- b. If this agreement is terminated before a Task Order ends, the Task Order shall continue to be governed by the terms and conditions of this agreement until the Task Order is completed or terminated. If a specific Task Order is terminated, this agreement and any other Task Order shall remain in effect.

16. Non-Assignment; No Third-Party Beneficiaries.

Neither party may assign this Agreement. This agreement does not give any interest or rights to any third parties.

17. General

- a. This agreement and any executed Task Orders are the entire agreement between the parties. The terms of this agreement and the Task Order for the Activity shall supersede the terms of any purchase order or similar document issued by Sponsor. This agreement shall control in the event of a conflict between it and a Task Order.
- b. This agreement is governed by the laws of the state of Idaho without regard for conflict of laws provisions.
- c. This agreement may only be modified by a written amendment executed by the parties' authorized official. No purchase order or similar document shall change or add to the terms and conditions of this agreement.

Each party is signing this agreement on the date stated opposite that party's signature.

SPONSOR

Date: _____

By: _____

Name: _____

Title: _____

UNIVERSITY

Date: _____

By: _____

Name: _____

Title: _____

APPENDIX A

**Task Order to The Master Student Educational Activity Agreement
Between University of Idaho and _____**

This Task Order is between the Regents of the University of Idaho (“**University**”) a public university of the state of Idaho, and
(Sponsor).

The parties signed the above referenced master research agreement and wish to conduct the Activity described in this Task Order. This Task Order is hereby issued under the terms and conditions in the master research agreement referenced above. The Activity described in this Task Order will further the University’s mission to provide instruction, research, and public service to the benefit of the state of Idaho.

The parties therefore agree as follows:

1. Performance Period.

The Performance Period for this Task Order shall: start on _____ and end on _____.
 be for the University _____ semester for _____.

2. Compensation & Expenses.

- a. Sponsor shall pay University \$_____ for the Activity under this Task Order. Sponsor shall pay University in full, using non-federal funds, no later than 30 days after a Task Order is executed and receipt of an invoice from University. Any unspent funds shall be released to University after the end of the Performance Period for use in further student educational or research endeavors.
- d. The invoice and payment shall be sent to the parties as stated in section 5 of the agreement. University may withhold deliverables/results until payment is received from Sponsor. Sponsor’s rights under Section 6 of the agreement are subject to Sponsor fulfilling its payment obligations as stated in this Task Order and the agreement.

3. Activity Information.

- a. Activity Title: _____.
- b. University Course Number(s) for the Activity: _____.
- c. University Instructor(s) for the Activity: _____.
- d. Activity Description:

APPENDIX A

4. Budget.

Salaries	\$
Wages	\$
Fringe Benefits	\$
Travel	\$
Supplies/Services	\$
Equipment	\$
Other Direct Costs	\$
TOTAL DIRECT COSTS	\$
Indirect Costs (5% total direct costs)	\$
TOTAL COSTS	\$

Each party is signing this Task order on the date stated opposite that party's signature.

SPONSOR

Date: _____

By: _____

Name: _____

Title: _____

UNIVERSITY

Date: _____

By: _____

Name: _____

Title: _____

Student Activity Participation Agreement

I, _____, am a student participating in University of Idaho Course Number _____ (“Course”). In this Course, I will work on a project sponsored by an industrial partner, private industry, or department of the University of Idaho to solve problems and gain real-world experience. This agreement is required for my participation.

I therefore agree as follows:

1. **Compliance.** I shall observe all class rules and University policies and procedures applicable to such participation. I shall make every reasonable effort, commensurate with the responsibilities assigned to or assumed by me in connection with my participation in this course, to fulfill the obligations and conditions in this agreement.
2. **Confidentiality.** For a period of three (3) years from the date of disclosure, I will maintain in confidence any confidential information provided by the Sponsor and disclosed to me in connection with this course. I will not disclose Sponsor confidential information to others not formally enrolled in this course or not serving as University instructor(s) for this course. I understand that I may, however, share confidential information with other students in this course who are engaged in an activity supported by the Sponsor and may make presentations or provide reports required by this course, and including confidential information, to other course members and the course instructor(s).
3. **Infringement.** I shall not engage in activities that may constitute or result in infringement of intellectual property rights held by Sponsor and/or licensed by Sponsor to University for this course.
4. **Record Keeping.** I will make complete and systematic notes and records relating to the Sponsor-supported activity in which I participate, including full and accurate descriptions of all experiments, observations, data, results, discoveries, inventions, designs, models, works of authorship (including software), mask works, and the like. I will maintain and preserve such notes and records, as well as the tangible materials they describe, and make them available for inspection and use by the University, at its request. I will, upon request or as required by University policy, deliver them to the University at the conclusion of my participation in the course.
5. **Intellectual Property Disclosures.** I shall submit disclosures of intellectual property resulting from my participation in this course to the University Office of Technology Transfer. I understand that University policy permits the University to claim ownership of any intellectual property arising from University activity sponsored by a third party and/or developed using University resources not generally available to the public. I understand that the University may also, at its discretion, assign or license such rights to third parties and that I will be treated as an inventor or author for any intellectual property licensed by the University, receiving a portion of licensing revenues, as determined by University policy.
6. **Intellectual Property Assignment.** In consideration for being permitted to participate in the sponsored activity associated with this course, *I hereby assign to the University my rights in intellectual property conceived or created by me during the Course. I agree to fully cooperate with the University Office of Technology Transfer in preserving, perfecting, and protecting legal rights associated with such intellectual property.*

This agreement shall be governed by the laws of the State of Idaho.

I have read and understood this Agreement and execute it of my own free will.

Student Signature: _____ **Date:** _____

Printed Student Name: _____