

MASTER STUDENT EDUCATIONAL ACTIVITY AGREEMENT

THIS MASTER AGREEMENT is made and entered into by and between The Regents of the University of Idaho (UNIVERSITY), a public corporation, state educational institution, and a body politic and corporate organized and existing under the Constitution and laws of the state of Idaho, and _____ (SPONSOR). In this Agreement, the above entities are jointly referred to as PARTIES.

1. PURPOSE

This Master Agreement provides the terms and conditions for sponsored activities facilitated by the UNIVERSITY that offer a learning experience for participating undergraduate UNIVERSITY students. The PARTIES agree that the purpose of this Agreement is the provision of an educational experience for UNIVERSITY students, undertaken as part of an approved UNIVERSITY course, and that any student work product arising from this activity, including but not limited to those identified as deliverables, is supplementary to this purpose. Execution of this Agreement alone does not obligate either Party to request or perform any specific activities. Only upon execution of a Task Order by both Parties will the Task Order, in conjunction with this Agreement, become a binding obligation upon SPONSOR and UNIVERSITY.

2. ACTIVITY TITLE AND SCOPE

The UNIVERSITY agrees to use reasonable efforts, as a public higher educational institution, to perform and complete each student educational activity supported by SPONSOR. Each student educational activity (hereinafter the "ACTIVITY") to be performed under this Agreement shall be evidenced by a Task Order executed by the Parties. Each ACTIVITY shall be performed in accordance with the Task Order, in the form attached hereto as Appendix A, and shall be governed by the terms and conditions herein. 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(s) and number(s) courses associated with the ACTIVITY. In the event of a conflict between the terms of this Agreement and a Task Order, the terms of this Agreement shall govern.

3. ACTIVITY SUPERVISION

UNIVERSITY shall provide supervision of student performance of the ACTIVITY through the course instructor(s), _____, for each executed Task Order.

4. STUDENT ACTIVITY PARTICIPANTS

All student ACTIVITY participants will sign a Student Activity Participation Agreement, in the form of Appendix B, which sets forth student obligations and responsibilities associated with the course and ACTIVITY. SPONSOR agrees that student ACTIVITY participants are not and shall not be considered agents or employees of UNIVERSITY and that UNIVERSITY has no authority to bind students to the terms of this Agreement. UNIVERSITY will use reasonable efforts to ensure student compliance with the conditions of this Agreement and of the Student Activity Participation Agreement, while students are enrolled at UNIVERSITY, but does not warrant that students will adhere to these conditions.

5. AGREEMENT TERM

This Agreement shall be effective as of _____, 3 years, unless earlier terminated, as provided in Section 17. If any Task Order, initiated prior to the end date of this Agreement, extends beyond the termination date of this Agreement, the Task Order(s), and the terms and conditions of this Agreement which govern them, shall remain in full force and effect until the completion of such Task Order(s).

6. FINANCIAL SUPPORT

SPONSOR agrees to remit payment to UNIVERSITY, in accordance with the budget included in each executed Task Order for an ACTIVITY performed under this Agreement. SPONSOR shall, at minimum, reimburse UNIVERSITY for all ACTIVITY materials and supplies, special equipment, travel, and facilities and administrative costs identified in each Task Order and deemed necessary by UNIVERSITY for the performance of the ACTIVITY. UNIVERSITY is not obligated to spend more on the ACTIVITY than the funds provided by the SPONSOR for the ACTIVITY. SPONSOR agrees to make payment in full not later than thirty days after the execution of each Task Order. SPONSOR agrees that at the end of the ACTIVITY PERIOD any unspent ACTIVITY funds paid by SPONSOR under this Section 6 shall be released to UNIVERSITY for use in furthering student educational and/or research endeavors.

SPONSOR's Billing Address:

Name:

Address:

.....# ou -@:

h Fax:

Email:

7. PAYMENT

Make checks payable to: Bursar, University of Idaho
875 Perimeter Drive MS 3020
Moscow, ID 83844-3020.

8. ANTICIPATED RESULTS OF ACTIVITY

For each executed Task Order, UNIVERSITY agrees to furnish to the SPONSOR, through the UNIVERSITY PRINCIPAL INVESTIGATOR(S), the reasonably anticipated results of the ACTIVITY described in the Task Order including: (a) technical reports, data, and other deliverables, as outlined in the Task Order, and (b) a final report. Any intellectual property created through the performance of this Agreement shall, however, be governed by Section 10, INTELLECTUAL PROPERTY.

9. EQUIPMENT

Unless otherwise agreed and documented in an executed Task Order, UNIVERSITY retains title to the equipment purchased for performance of a Task Order with funds provided by SPONSOR.

10. INTELLECTUAL PROPERTY

A. Neither PARTY shall acquire by this Agreement, or through any executed Task Order, an ownership interest in intellectual property separately owned and developed by the other Party prior to execution of this Agreement (hereinafter "EXISTING TECHNOLOGY") or created by a PARTY other than through performance of a Task Order by a student under this Agreement. SPONSOR hereby grants to UNIVERSITY, solely for the duration of an executed Task Order, a royalty-free, non-exclusive, non-transferable license to any and all EXISTING TECHNOLOGY made available by SPONSOR for the performance of the Task Order.

B. UNIVERSITY agrees to assign to SPONSOR, subject to its ability to obtain an assignment from the student inventor(s) or author(s), patent rights to inventions conceived and reduced to practice by participating students during the performance of the Task Order and rights in copyrightable works created by participating students during the performance of the Task Order. All other intellectual property created by UNIVERSITY employees or students shall belong to UNIVERSITY.

C. UNIVERSITY reserves for itself, and each participating student, at all times an irrevocable, royalty-free, non-exclusive, non-transferrable license to any UNIVERSITY intellectual property created under any Task Order, irrespective of any assignment by or license of UNIVERSITY intellectual property to SPONSOR under Section

10(B). Such license reserved by UNIVERSITY, for itself and participating students, shall be limited to research and education purposes.

11. PUBLICATION AND PRESENTATION RIGHTS

SPONSOR agrees that UNIVERSITY reserves and, subject to review by SPONSOR, shall have the right to publish results of any executed Task Order (Appendix A), excluding Confidential Information. SPONSOR shall be furnished copies of any proposed publication in an academic journal or presentation at an academic conference at least thirty (30) days before submission of such proposed publication or presentation for review. Students shall be permitted, however, to give any presentations and submit any reports required for completion of the course associated with a Task Order without prior review by SPONSOR and notwithstanding any restrictions established by this Agreement regarding disclosure of Confidential Information.

12. CONFIDENTIAL INFORMATION

Any Confidential Information shall be in written, graphic, or other tangible form or reduced to such form within thirty (30) days of disclosure and shall be clearly identified as confidential at the time of or within thirty (30) days of disclosure. Confidential Information shall not be disclosed by the receiving party to a third party for a period of three (3) years from receipt of such information, or until a patent is published or the Confidential Information is published by the disclosing party, or unless the disclosing and receiving parties agree otherwise and in writing at the time of disclosure. For purposes of this Agreement, UNIVERSITY students shall not be deemed to be third parties with regard to UNIVERSITY.

The terms of confidentiality set forth in this Agreement shall not be construed to limit the parties' right to independently develop products without the use of another party's Confidential Information.

Confidential Information shall not include information which:

- was in the receiving party's possession prior to receipt of the disclosed information;
- is or becomes a matter of public knowledge through no fault of the receiving party;
- is received from a third party without a duty of confidentiality;
- is independently developed by the receiving party;
- is required to be disclosed under operation of law, including but not limited to Idaho Code §§ 74-101 – 74-126;
- is reasonably ascertained by UNIVERSITY or SPONSOR to create a risk to a trial subject or to public health and safety.

Should SPONSOR and UNIVERSITY execute a separate Confidentiality, Nondisclosure, or Proprietary Information Agreement and conflict exists between the terms of such agreement and this Agreement, the terms of this Agreement shall take precedence.

13. DISCLAIMER OF WARRANTY

ACTIVITY RESULTS, REPORTS, DATA, AND DELIVERABLES ARE PROVIDED TO THE SPONSOR "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNIVERSITY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES SUFFERED BY SPONSOR AS A RESULT OF SPONSOR'S USE OF PROJECT RESULTS, REPORTS, DATA, OR DELIVERABLES.

14. INDEMNIFICATION

Each party assumes all risks of personal injury, bodily injury including death, and property damage caused by the negligent acts or omissions of that party. Except as provided above, SPONSOR shall fully indemnify and hold harmless 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 will hold UNIVERSITY harmless 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.

15. PUBLICITY

University shall not use the name of the Sponsor, nor any member of the other Sponsor's employees, nor Sponsor's Trademarks in any publicity, news release, nor other publicity matter without the prior written approval of an authorized representative of that party. The authorized representative shall be the person signing this agreement on behalf of Sponsor, unless a party designates another individual in writing.

_____ Notwithstanding the limitations of this Section 15 on the University, University may use the name of the Sponsor, the name of Sponsor's employees, of Sponsor's Trademarks in any publicity, news release, nor other publicity matter regarding the Activity, if the Sponsor's authorized representative indicates Sponsor's approval of such use by initialing this paragraph.

16. EXPORT CONTROLS

UNIVERSITY's obligations hereunder are contingent on its ability to comply with applicable United States export and embargo laws and regulations. It is the expectation of UNIVERSITY, and Sponsor agrees that, unless notified by SPONSOR that the planned work under a Task Order is export controlled, as required below, any work performed by UNIVERSITY on behalf of SPONSOR under a Task Order will constitute fundamental research and be exempt from export control licensing requirements under applicable export control laws and regulations.

SPONSOR agrees that it will not knowingly provide or make accessible to UNIVERSITY, including but not limited to any UNIVERSITY employees or students covered by this Agreement, any export controlled materials (including without limitation, equipment, information, and/or data) without first informing UNIVERSITY of the export-controlled nature of the materials and obtaining from UNIVERSITY's Office of Research and Economic Development, through its Export Control Analyst, prior written consent to accept such materials, as well as any specific instructions regarding the mechanism pursuant to which such materials should be passed to UNIVERSITY.

17. TERMINATION

A. Each Party shall have the right to terminate this Agreement and/or any executed Task Orders, without cause, upon not less than sixty (60) days prior notice to the other Party. If notice of termination is so given, this Agreement and/or the Task Order(s), as indicated in the notice, shall terminate on the expiration of the specified time period. In the event that a Party terminates this Agreement and with respect to any Task Order initiated prior to extending beyond the termination date, such Task Order(s), and the terms and conditions of this Agreement which govern them, shall remain in full force and effect until the completion of such Task Order(s), unless the Parties mutually agree to the earlier termination of such Task Order(s). In the event that a Party terminates a specific Task Order, the terms and conditions of this Agreement and in any other executed Task Order(s) shall remain in full force and effect.

B. A Party will be considered in default of its obligations under this Agreement if such Party should fail to observe, comply with, or to perform any term, condition, or covenant contained in this Agreement or in any executed Task Order and such failure continues for ten (10) days after the non-defaulting Party gives the defaulting Party written notice thereof. In the event of default, the non-defaulting Party, upon written notice to the defaulting Party, may terminate this Agreement and/or any and all Task Order(s) as of the date specified in the notice and may seek such other and further relief as may be provided by law. If this Agreement, or any Task Order, is terminated for cause, all rights provided to the defaulting Party pursuant to this Agreement and any related Task Orders are also terminated.

C. Notwithstanding Sections 17(A) and (B), above, UNIVERSITY may early terminate an executed Task Order, upon notice to SPONSOR, if either Party determines that the Task Order requires or generates any export-controlled items or technical data.

18. GENERAL

This instrument, with any executed Task Orders, contains the entire Agreement between the parties with respect to the subject matter hereof. If SPONSOR issues a purchase order to initiate the Project, the terms of this Agreement supersede the terms of the purchase order. Modifications to the terms of this Agreement are not valid unless made in writing and signed by authorized representatives of the parties. This Agreement is governed according to the laws of the State of Idaho, without regard for conflict of laws provisions.

UNIVERSITY and SPONSOR have executed this Agreement, in duplicate originals, by their respective officers hereunto duly authorized, on the day and year hereinafter written.

UNIVERSITY OF IDAHO

SPONSOR

Name: Deborah N. Shaver

Name: _____

Title: Director, Office of Sponsored Programs

Title: _____

Date: _____

Date: _____

APPENDIX A

TASK ORDER for STUDENT EDUCATIONAL ACTIVITY

Master Agreement No.	Task Order No.	Modification No.	Modification Date
(Entered by UI OSP)			
<p>This Task Order is made and entered into this ____ day of _____, by and between _____ (“SPONSOR”) and the University of Idaho (“UI”). The Task Order describes activities to be conducted by UI students for SPONSOR. Any deviation from the activities outlined in the Task Order must first be approved in writing by SPONSOR and UI. Work performed under this Task Order is subject to the provisions of the Master Student Educational Activity Agreement (“Master Agreement”) entered into by the aforementioned parties on the ____ day of _____. The Master Agreement and this Task Order constitute the entire agreement with respect to the activities described herein. The terms and conditions of this Task Order may not be modified or amended without the express written agreement of the authorized representatives of both parties.</p>			
Title of Student Educ Activity (SEA):			
Course Number(s):			
Period of Performance for SEA: cf.....FALL SEM9GH9FSPRING SEM9GH9FSUMMER SEM9GH9FM95F			
GDCBGCF 7 cbHJWi-bZ:fa Ujcb.			
Consideration and Payment: UI agrees to undertake the Activity set forth in Task Order Budget, SEA Description, and SPONSOR agrees to pay for said SEA in accordance with the budget. The obligation and rights of the parties to this Task Order shall be subject to and governed by the terms and conditions of this Task Order and the Master Student Educational Activity Agreement.			
Funding Amount (\$): (Per Attached Task Order Budget)			
Financial Reports: <input type="checkbox"/> A financial report is due at the term of this Task Order and shall be marked final.			
Anticipated Activity Results: <input type="checkbox"/> Progress Report Date(s), if any: <input type="checkbox"/> Final Report Date if required: <input type="checkbox"/> Other:			
IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first written above:			
UI Representative Signature		Sponsor Representative Signature	
Deborah N. Shaver, Director, OSP Date:		Date:	
Acknowledged by: UI Principal Investigator(s) (Course Instructor(s)) Date:			

TASK ORDER for STUDENT EDUCATIONAL ACTIVITY

SEA Description (Scope of Activity):

SEA Budget

BUDGET:

Salaries		\$
Wages	\$	
Fringe Benefits		\$
Travel	\$	
Supplies/Services		\$
Equipment	\$	
Other Direct Costs		\$
Total Direct Costs		\$
Indirect Costs		\$
	TDC	
Total Costs		\$

APPENDIX B

Student Activity Participation Agreement

As a condition of my participation in the course, _____, I agree to observe all class rules and University policies and procedures applicable to such participation. I further agree to 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 set forth below:

1. 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).
2. I will not engage in activities that may constitute or result in infringement of intellectual property right held by Sponsor and/or licensed by Sponsor to University for this course.
3. 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.
4. I agree to submit disclosures of intellectual property resulting from my participation in this course to the University Office of Technology Transfer. I understand that, under University policy, the University may 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.
5. 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 this 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 _____

Student Name (Printed) _____