# Action Learning Project Agreement

This Action Learning Project Agreement is between the **Board of Trustees of the University of Illinois,** a body corporate and politic of the State of Illinois, on behalf of its Gies College of Business at the University of Illinois at Urbana-Champaign (“Illinois”) and      , located at (“Company”).

1. **DEFINITIONS**

“Students” means enrolled Illinois students who undertake a for-credit course (“Course”) for which they will develop the Project Proposal described in the attached Exhibit A (“Project”), under the direction of a project advisor (“Faculty”). The term “Participants” means Students, Faculty, and any teaching assistants involved with the Project.

### PURPOSE

### The purpose of this agreement is to set forth the terms under which Illinois Students are provided the opportunity to gain experience in solving real-world problems as part of their education, which will entail working individually or in teams and interacting with Company information or personnel on a Course Project.

### TERM AND TERMINATION

* 1. **Term.** This agreement takes effect on the date of final executing signature and shall remain in effect for five years, unless terminated as provided below. The first semester for which Company may engage with Action Learning is Fall 2021 (“First Semester”) and the final semester available under this agreement shall be Spring 2026 (“Last Semester”).. Company may choose to participate in each, some, or none of the available semester governed during the term of this agreement.
  2. **Termination for Cause.** A party has 30 days (or any longer period agreed to by the aggrieved party) to cure a breach of this agreement after receiving notice of such breach by the aggrieved party. The aggrieved party may consider this agreement terminated without further notice if the defaulting party fails to cure the breach within the prescribed period.
  3. **Termination for Convenience.** Either party may terminate this agreement for convenience upon 30 days’ prior written notice to the other party.
  4. **Effect of Early Termination.** In the event this agreement is terminated pursuant to section 3.3 or expires prior to the conclusion of the Last Semester, any currently-active or scheduled Programs governed by a signed Program Plan shall be allowed to proceed and all work performed under such Program Plan shall be subject to the terms and conditions of this agreement.

1. **OWNERSHIP OF INFORMATION, INVENTIONS, AND COPYRIGHTABLE MATERIALS**

### “Information” means all business and technical information that Students (i) develop in performance of the Project and (ii) receive from Company’s employees and agents as part of the Project. Company shall own all Information, provided that Information may be used and shared among Participants within the classroom setting for teaching, instructional, and grading purposes. Outside the classroom setting, non-confidential information may be shared in a generic form to reference the academic experience, but without reference to the source.

* 1. “Invention” means potentially patentable discoveries conceived and reduced to practice by one or more Students based on Information supplied by Company in connection with the Project. As a condition of participating in the Project, Students must assign to Company, as of the date of conception, ownership of all Inventions, subject to retention Illinois’ right to use Inventions for internal educational purposes, and further subject to the naming of any individual students on the design team as an inventor in any resulting patent.
  2. “Copyrightable Material” means all original works of authorship, including software, that a Student creates solely or jointly with other Students in the course of performing the Project. As a condition of participating in the Project, Students must assign to Company all rights throughout the world in and to any Copyrightable Material, subject to Illinois’ right to use Copyrightable Material for internal educational purposes.
  3. Students shall not use Illinois-owned intellectual property, including inventions, software, or copyrightable materials, in the development of the Project. The use of Illinois resources for developing the Project, if any, shall be described in each Project Proposal (“Project Proposal”) (a template for which is attached as Exhibit A) and shall be limited to those usually and customarily provided to students within the Course.
  4. In consideration of Company’s sponsorship of the Project, Illinois will not assert against Company any of Illinois’ ownership rights in Information, Inventions, or Copyrightable Materials arising from the Project, except as otherwise agreed in writing, and provided that such Inventions or Copyrightable Material do not infringe any patent, copyright, intellectual property rights, or any other rights of Illinois. All other Information, Invention, and Copyrightable Materials resulting from this agreement and all right, title, and interest in relation thereto shall be owned by Company. If Company seeks additional rights to Illinois-owned inventions, software, or copyrightable materials, the granting of any such rights will be governed by a separate agreement between Illinois and Company, through Illinois’ Office of Technology Management.
  5. Company shall notify Illinois in writing if Company chooses not to exercise rights to Information, Inventions, or Copyrightable Materials generated from the Project. In such case, Company shall assign to Illinois all rights in this intellectual property which includes all property rights, provided in sections 4.1, 4.2, and 4.3.
  6. **Non-Exclusive License to Company in Illinois Background Intellectual Property.** Illinois retains ownership of any inventions, works of authorship, or other intellectual property existing before this agreement (“Illinois Background Intellectual Property”). Illinois grants to Company a non-exclusive, non-transferable, royalty-free license in Illinois Background Intellectual Property (if any) that are appurtenant to the resources specified in the Project Proposal to use only during the term of any specific Project, as set forth in the Project Proposal, to the extent Illinois is contractually and legally able to do so, and subject to Illinois retaining its ownership rights. Such license is immediately revoked upon termination or expiration of this agreement. Only express written licenses set forth in this agreement apply to the use of Illinois Background Intellectual Property.

### SHARING OF INFORMATION/CONFIDENTIALITY OBLIGATIONS

* 1. “Confidential Information” means all proprietary, privileged, or confidential information, in any form furnished by the disclosing party to the receiving party, after the effective date of this agreement, pursuant to the Purpose, and that the disclosing party intends to remain secret from third parties on the grounds that its disclosure would either cause the disclosing party competitive harm or waive a privilege granted by law. Company shall mark tangible information “confidential” at the time of disclosure. Confidential Information does not include information that: (a) is in the public domain prior to a party’s disclosure to the other party; (b) becomes public knowledge through no action of the receiving party; (c) is properly obtained by a party from a third party not under a confidentiality obligation to the disclosing party; or (d) the receiving party is required by law to disclose. If Company has disclosed confidential information to Illinois, Faculty, or Student(s) orally, Company shall, within 30 days of an oral disclosure, provide Illinois with a written summary that sufficiently describes the information that Illinois, Faculty, and Student(s) should protect as Confidential Information.
  2. Company shall provide Illinois a written description of Information that Company provides to Student(s) and Faculty for the Project and clearly mark any Confidential Information as confidential. Confidential Information will remain secret for three years counted from the date it is received (“Confidentiality Period”). Except as otherwise expressly permitted by Company in writing, Illinois will inform Participants that they must:
  3. Not use Information except in performing the Project for Company;
  4. Not make Information available to others as restricted in section 4.1; and
  5. At Company’s direction, either deliver to Company or destroy all copies of Information in Participants’ possession, except that Illinois may retain archival copies of Information for grading purposes and internal reference.

**5.3** At the beginning of each semester, Illinois shall require each Student and each Teaching Assistant to execute a Special Intellectual Property Assignment and Confidentiality Agreement consistent with this agreement (a sample of which is provided in Exhibit B), which is available upon request. Signatures on the Special Intellectual Property Assignment and Confidentiality agreement will expire three years after the end of the school semester in which the Project report is presented. Illinois shall provide copies of signed Special Intellectual Property Assignment and Confidentiality agreement to the Company upon request. The names of Students and Teaching Assistants assigned to the Project will be shared with Company no later than one week after such assignments are made.

**5.4** Each party acknowledges that performance of all obligations under this agreement is contingent on compliance with applicable United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes, and other commodities. Should Company provide Illinois Participants and/or Faculty with any items subject to export control laws, Company will notify Illinois and identify the items at issue and the applicable export control laws.

### 6.0 NOTICES

All notices to be provided under this agreement, including change in mailing address, will be effective only if made in writing and delivered by either hand delivery, email, or United States Postal Service and addressed as follows:

|  |  |
| --- | --- |
| **Illinois Representative:** | **Company Representative:** |
| Name: | Name: |
| Title: | Title: |
| Address: | Address: |
| City/State/Zip: | City/State/Zip: |
| Phone: | Phone: |
| Email: | Email: |

### LIABILITY AND WARRANTY

### DISCLAIMER. Company acknowledges and accepts that Students are performing the Project as an experiential learning opportunity and that they are studying and building on their professional skills and competencies and may or may not have experience in the professional workforce. Students will endeavor to gather and reference Information, where appropriate, from publicly available sources such as the Internet, databases, newspapers, journals, and reference texts in addition to using Information supplied by Company. Students will not verify Information independently. Illinois makes no express or implied warranties as to the Project results, or the accuracy, safety, or usefulness of any Information, Inventions, or Copyrightable Materials resulting from this agreement. ILLINOIS EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS WITH RESPECT TO ALL INVENTIONS, INFORMATION, AND COPYRIGHTABLE MATERIALS, OR ANY OTHER DELIVERABLES ARISING FROM THIS AGREEMENT. Nothing in this agreement shall be construed as Company licensing, assigning, or otherwise transferring any right, title, or interest in Company’s Information or other intellectual property to Student or to Illinois.

* 1. **Limitation of Liability.** Neither Illinois nor Company will be liable to the other for any punitive, special, consequential, incidental, or exemplary damages arising out of activities relating to this agreement. Company releases Illinois and its officers, agents, and employees from any claims arising out of or in any way connected with the activities of Student(s) under this agreement. Illinois assumes no liability related to claims of infringing any patent, copyright, or other right of third parties due to the activities of Company and Students under this agreement. Students who violate the Special Intellectual Property Assignment and Confidentiality agreement are liable for their own actions.

1. **INSURANCE**

During all times relevant to this agreement, each party shall maintain general liability insurance, whether through a commercial policy or through a program of self-insurance, with coverage and limits adequate to satisfy all liabilities relating to the performance of work as specified by this agreement. Each party shall comply with applicable state laws governing workers' compensation and mandatory insurance for vehicles. Within seven days of a request, a party shall provide to the requesting party a certificate of insurance evidencing the coverage and limits required by this provision.

1. **GENERAL PROVISIONS**
   1. **Independent Contractor.** Illinois and Participants are considered independent contractors with respect to Company. Neither party has authority to commit, act for or on behalf of the other party, or to bind the other party to any obligation or liability.
   2. **Use of Name.** Except as otherwise expressly permitted in writing, neither party shall use the name or trademarks of the other party in any publication, news release, advertising, or other releases of information.
   3. **Headings.** Headings in this agreement are intended only to assist with readability and are not considered part of the agreement.
   4. **Severability.** If any provision of this agreement is held by a court of competent jurisdiction to be unenforceable, the provision shall be severed from this agreement so long as severance does not affect the enforceability or essential purpose of the remainder of the agreement.
   5. **Assignment and Subcontracting.** Neither party may assign or subcontract its rights or obligations under this agreement without the prior written consent of the other party.
   6. **Amendments.** No modification of this agreement shall be effective unless made by a written amendment signed by each party’s authorized signatory.
   7. **Compliance with Laws.** Each party shall perform its obligations in compliance with all relevant laws governing its performance, including, but not limited to, laws related to proprietary rights, civil rights, import, and export control. Breach of this provision is a material breach of this agreement.
   8. **Equal Opportunity.** This agreement incorporates the Equal Employment Opportunity Clause at Section 750.10, Appendix A of the Illinois Department of Human Rights Rules.
   9. **Waiver.** The failure of either party to enforce any provision of this agreement shall not waive the party’s right to later enforce the provision or the agreement.
   10. **Non-Exclusivity.** This agreement is non-exclusive. Illinois may perform the same or similar services for other clients.
   11. **Counterparts/Facsimile Signatures.** This agreement may be signed in counterparts. Facsimile signatures constitute original signatures for all purposes.
   12. **Ambiguities.** Any rule of construction that would resolve ambiguities against the drafting party shall not apply in interpreting this agreement.
   13. **Choice of Law.** This agreement shall be interpreted by application of Illinois law, excluding its conflict of laws provisions. Jurisdiction and venue shall lie exclusively in the Illinois Court of Claims for claims against Illinois. Illinois does not waive sovereign immunity by entering into this agreement.
   14. **Integration.** This agreement with its appendixes, amendments, and incorporated references constitutes the parties’ entire agreement regarding the subject matter. In the event of a conflict, this agreement controls over any attachment or reference, unless the attachment or reference expressly states that it modifies or overrides terms of this agreement.
   15. **Survival.** The parties’ rights and obligations under section 4.0, 5.0, 7.1, 9.2, 9.13, and 9.15 survive expiration or termination of this agreement.
   16. **Authorized Signatories.** The individuals signing this agreement on a party’s behalf represent that they have the requisite authority and intent to bind that party to this agreement.

**THE BOARD OF TRUSTEES OF THE**

**UNIVERSITY OF ILLINOIS**

By: By:

Avijit Ghosh, Comptroller Date Date

Name:

Title:

**Approved as to Legal Form by the Office of University Counsel – BS – 1/15/21**

**Changes to this template require review, approval, and signature by the Contract Services Office.**

**EXHIBIT A**

**PROJECT PROPOSAL**

Project proposal for for-credit course [COURSE NAME] under the direction of Professor [PROFESSOR NAME] (“Faculty”) in the Department of [DEPARTMENT] (“Course”) for semester(s) [SEMESTER AND YEAR].

1. Project description:

1. Illinois resources provided:

SAMPLE

1. Company resources provided:

1. Confidential Information:

1. Deliverables:

1. The names of Student(s) assigned to Proposed Project will be sent to Company once assignments are made by Illinois.

**FACULTY ADVISOR**

As Faculty advisor for the Course and Project, I agree to the terms in this agreement. To provide Students and Teaching Assistants sufficient time to review and execute the agreement, I further agree to provide each Student and Teaching Assistant with a copy of this agreement no later than ten days prior to commencement of the Project.

Date:

Signature

Printed Name

**COMPANY**

Accepted and agreed to this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

SAMPLE

Date:

Signature

Printed Name & Title

**EXHIBIT B**

**SPECIAL INTELLECTUAL PROPERTY ASSIGNMENT**

**AND CONFIDENTIALITY AGREEMENT**

**for Students Enrolled in Course #** **[COURSE NUMBER] Projects**

(sample)

1. **General Representations**

I am a student at the University of Illinois at Urbana-Champaign, an academic unit under the Board of Trustees of the University of Illinois (“Illinois”), enrolled in the for-credit course [COURSE NAME] (“Course”) for the [SEMESTER AND YEAR] term under the direction of [PROFESSOR NAME] (“Faculty”) in the Gies College of Business’ Action Learning Program. I make the following representations:

* 1. I understand that a company (“Company”) has agreed to provide me an opportunity to participate in a Course project designed to give me experience in solving real-world product and market development problems (“Project”),as further described in the associated Project Proposal signed between the Company and Gies College of Business for this semester.
  2. I am not an employee of Company, and I understand that I do not become an employee of Company by participating in the Project or by signing this agreement.
  3. My participation in the Project is for academic credit and is of considerable value to me in furthering my education, training, and research goals.

SAMPLE

* 1. I represent that I am at least 18 years of age and that I am voluntarily signing this agreement with full understanding of its contents. I understand that this is a legal document that is binding on me, my heirs, and my representatives.
  2. I represent that I will not plagiarize or knowingly infringe on the rights of third parties, including but not limited to those of my fellow students and my instructors, in my performance of the Project.
  3. I represent that I will not use Illinois-owned intellectual property including inventions, software, or copyrightable materials in the development of Project.
  4. In consideration for the opportunity to participate in the Project, I agree to the following.

1. **Intellectual Property Assignment**

**2.1** I will attempt to address the issues presented in the Project and will provide Company with a final written report summarizing the Project (“Results”). I understand that the Results and any original works of authorship that I create solely or jointly with other students, faculty advisor, and/or teaching assistants in the course of performing the Project, including business and technical information or software that I develop in performance of the Project (“Copyrightable Materials”), are the property of Company.

* 1. By signing this agreement, I agree to promptly notify Company of any potentially patentable inventions and discoveries that I conceive of or reduce to practice as a result of my participation in the Project (“Inventions”).
  2. I will transfer and assign to Company all rights and interests that I may have, if any, in the Inventions and Copyrightable Materials and acknowledge that Illinois reserves the right to use the Inventions and Copyrightable Materials for internal educational purposes.
  3. I understand that Company may later patent and commercialize the Inventions and Copyrightable Materials and that I will not be entitled to receive any financial benefit, including royalties, from Company or Illinois in connection with the Inventions or with my participation in the Project.

**2.5** I will cooperate with Illinois and Company and their agents to complete and sign any other documents that may be reasonably required in order to accomplish the purposes of this agreement. I understand that I will be included as an inventor in any resulting patent sought by the company, and I understand that my responsibilities to cooperate in the patenting process under this agreement will continue after completion of the course and possibly after my association with Illinois.

1. **Confidential Information**
   1. I understand that, in order for me to participate in the Project, Company may want or need to provide me access to information that Company has identified and marked as proprietary and confidential (“Confidential Information”). I understand and acknowledge that Confidential Information may include Company’s pre-existing intellectual property.
   2. Unless Company provides me prior written authorization to the contrary, I will keep all Confidential Information secret for three years from the date I received it (“Confidentiality Period”). I agree to not transfer or disclose Confidential Information to any third party, including but not limited to any disclosure in the form of abstracts, manuscripts, presentations, publications, posters, posting on websites, or use in a job interview. I also promise not to use the Confidential Information for any purpose other than this Project.
   3. I understand that Confidential Information does not include information that: (a) is in the public domain prior to Company’s disclosure to me; (b) becomes public knowledge through no action of mine; (c) is properly obtained by me from a third party not under a confidentiality obligation to Company; (d) the Company releases or expressly authorizes me, in writing, to release; or (e) I am required by law to disclose.
   4. If at any time during the Confidentiality Period I want to disclose to prospective employers, whether in writing or by oral presentation, any information associated with the Project, including portions of the Results, I will submit a draft of my proposed disclosure to Company’s designated representative for review at least 30 days prior to the intended disclosure. If Company notifies me in writing no later than seven calendar days after receiving the draft that the draft contains a potentially patentable disclosure or Confidential Information, I will cooperate with Company to protect the identified information from unwanted or improper disclosure.
   5. I understand that Company may require me to delay my disclosure for no longer than two months in order to file for patent protection and that Company may require me to delete Confidential Information before I can proceed with any disclosure.

SAMPLE

1. **Legal Effect and Liability**

**4.1** I understand that the assignment of intellectual property is a binding legal agreement and that I have the right to seek independent legal advice at my own expense prior to signing this agreement. I acknowledge that I have been given the opportunity to seek legal counsel prior to executing this agreement.

**4.2** I understand that any breach of this agreement or misuse of Company’s Confidential Information or intellectual property, is outside the scope of the Course, the Project, and the extent of my activities as a student or agent at Illinois. Such a breach means I will not be covered by Illinois’ self-insurance policy and will be solely responsible for my actions, providing any legal defense, and any damages caused by such breach or misuse.

This agreement is effective on the date of last signature below.

**STUDENT**

Date:

Signature

Printed Name: