

## **Undergraduate Academic Projects; aka Senior Design or Capstone Projects**

In an effort to bring real-world experiences to its students, NDSU has established new guidelines for the conduct of undergraduate, for-credit academic projects, including those formerly referred to as Senior Design Projects or Capstone Projects. The primary change will allow students to own any intellectual property (“IP”) rights developed by the students in the completion of these undergraduate course projects and students may, at their option, agree to assign those rights to a sponsor of such project or to NDSU.

Although NDSU Policy provides that student IP developed with the use of campus funding or facilities will vest in the University, NDSU will forgo any claim to title in any IP created, conceived and/or reduced to practice in a for-credit class if such intellectual property is created in the performance of a project that was devised by a student(s) or an industry sponsor.

### **Student Options**

Students enrolled in an undergraduate-level course with an academic project requirement will have the option to select which academic project they will work on based upon their preference relative to the source of the project plan and the ultimate ownership of any IP (IP) rights that are created during the performance of the project as follows:

1. **Student Devised Project.** A student(s) that elects to devise a project for their academic requirements will maintain his/her ownership rights to any IP developed in the performance of that selected project. That student group may elect to assign their IP rights to the University.
2. **Sponsor Devised Project.** Students may elect to participate in a project that has been conceived by a sponsor. When a sponsor submits a proposed project to the University for consideration, the sponsor will elect whether it desires to acquire any IP rights developed by the students during the performance of the project or whether the student(s) will be permitted to maintain the ownership of any IP rights developed by the students during the performance of the project. Any student group that completes a sponsor devised project in which the student(s) maintains ownership of IP rights may elect to assign their IP rights to the University.
3. **University Devised Project.** If student(s) elect to participate in a project which has been devised and supported by the University, the student(s) will be required to assign any IP rights developed during the performance of the project to the University. Student inventors will be entitled to receive a share of any resulting royalties, if any, should the IP be commercialized. Any student IP that is assigned to University will be managed as set forth in NDSU Policy 190.

No matter the ultimate ownership of the IP rights, the students will always maintain limited rights to discuss the non-confidential aspects of the project (e.q., for class presentations or job

interviews) and the University must always retain limited rights to utilize the project and IP for teaching and accreditation purposes.

Because of the legal issues associated with transferring ownership of IP, it is important to provide notice to the students about the terms of any required contracts as early as possible. If possible, information about the requirements of the projects should be included with the course syllabus, including a copy of the agreement that the student would need to sign. Early notification allows the student to fully understand that the agreement is a project requirement and to avail herself/himself of other opportunities if she/he objects to the terms of the arrangement.

## **OWNERSHIP OF INTELLECTUAL PROPERTY**

### **Student Ownership of IP.**

- \* A student(s) will maintain ownership of any IP rights, including copyrights, which are conceived and reduced to practice during the performance of any undergraduate academic project which is devised by the student(s).
- \* A student may also maintain ownership of any IP rights, including copyrights, which are conceived and reduced to practice during the performance of any sponsored, undergraduate academic project in which the sponsor does not elect to acquire the IP ownership rights.
- \* Students will be able to fully exploit their individual ownership rights in all IP. Joint ownership among team members will allow each student to exploit IP as they so choose.

### **Sponsor Ownership of IP.**

- \* Although the student will remain the inventor; the student will be required to assign all ownership interest he/she may attain in any IP conceived and/or reduced to practice during the performance of the project to the company that sponsored and conceived the project.
- \* All drawings, specs, analysis, presentations and other reports or documents prepared in the undergraduate academic project which relate to the project will be considered a work for hire under applicable copyright laws and will be owned by sponsor.
- \* All potentially patentable inventions will be assigned to sponsor. Student will maintain the right to present the project research and results as required for the course, including an end-of-semester presentation and the right to discuss the project in non-confidential terms in other limited situations.

University Ownership of IP.

\* University will require assignment of ownership to the University in any project that is either 1) University devised and supported or 2) a sponsor project which exceeds multiple semesters and will involve multiple teams of students.

\* In any instance in which a student(s) is permitted to maintain their IP ownership rights, that student(s) may elect to assign any ownership interest he/she may have in any IP developed in performance of the project to the University.

\* The student will remain the inventor. Student IP will be reported, reviewed and potentially protected and commercialized in accordance with NDSU Policy 190. Students who assign their ownership interests to the University will be entitled to a share in resulting royalties, pursuant to Policy 190, should the IP be commercialized.

## **INSTITUTIONAL PROCESS**

Prior to the start of a semester, a potential sponsor should submit the form, *Academic Project Proposal*, in collaboration with a faculty member, for approval by the College Dean (or Department Chair as specifically required by each College). Approved projects will be presented by the faculty member to his/her students who are enrolled in a for-credit, undergraduate-level course which has an academic project requirement

A copy of the form, *Student Guidance on Student-Developed Intellectual Property*, should be attached to the class syllabus and discussed with students. Students should be advised by the course instructor as to their rights and options and should be informed about the contracts necessary for various projects, including assignments and non-disclosure agreements. Students should understand that they are free to participate in either 1) a personally-designed project; 2) a university-developed project; or 3) an approved, sponsor-developed project for the completion of the course requirements.

- **Student Devised, Student Owns.** If a student elects to undertake their own, personally-designed project, and maintain ownership all IP rights, the student is required to complete the *Memorandum of Understanding for Ownership of Intellectual Property Rights*.
- **Student Devised & elects University Owns.** When a student(s) devises their own project but elects to assign their IP rights to the University, they will need to review and execute the *Intellectual Property Agreement form for Students – For Use When Assigning Intellectual Property to North Dakota State University*
- **University Devised, University Owned.** If a student elects to undertake a university-developed project, the student needs to understand that he/she is required to assign the rights to any IP developed in the performance of the project to the University, pursuant to NDSU Policy 190 and will be required to sign the *Intellectual Property Agreement form*

## *Faculty and Staff Guidance*

*for Students – For Use When Assigning Intellectual Property to North Dakota State University.*

- **Sponsor Devised, Sponsor Owned.** If a student elects a sponsor devised project in which the sponsor desires ownership of the IP, the student will need to review and execute the *Intellectual Property Agreement form for Students – For Use When Assigning Intellectual Property to Sponsor.*
- **Sponsor Devised, Student Owns.** If a student elects a sponsor devised project in which the sponsor does not desire ownership of the IP, the student is required to complete the *Memorandum of Understanding for Ownership of Intellectual Property Rights.*
- **Sponsor Devised, Student Owns & elects University Owns.** If a student elects a sponsor devised project in which the sponsor does not desire ownership of the IP, the student may elect to assign the IP rights to the University and will need to review and execute the *Intellectual Property Agreement form for Students – For Use When Assigning Intellectual Property to North Dakota State University.*
- **All sponsor devised academic projects will require the *Non-Disclosure Agreement for Academic Project***

## **FORMS and GUIDANCE**

Academic Project Proposal. This form will be completed by interested sponsor; submitted to the College for approval; and maintained as an original document at the College/Department level. A copy of this form will be attached to sponsor's contract for performance of each academic project.

Student Guidance on Student-Developed Intellectual Property. This form should be attached to the class syllabus for all undergraduate, for-credit courses with an academic project requirement.

Information for Sponsors of Academic Projects. This document can be provided to interested sponsors as a brief overview of industry's ability to participate with students in NDSU's undergraduate, for-credit academic projects.

## **CONTRACTS**

*Sponsored Academic Project – Sponsor Owns IP*

*Sponsored Academic Project – University/Student Owns IP*

*Intellectual Property Agreement form for Students – For Use When Assigning Intellectual Property to North Dakota State University*

*Faculty and Staff Guidance*

*Intellectual Property Agreement form for Students – For Use When Assigning Intellectual Property to Sponsor*

*Memorandum of Understanding for Ownership of Intellectual Property Rights*

*Non-Disclosure Agreement for Academic Project*

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These contracts are for use ONLY in undergraduate, for-credit academic projects.

These forms are non-negotiable.

If an industry partner desires modifications to ANY of the agreements, the sponsor must negotiate and finalize such modification with the office of Sponsored Programs Administration (SPA) prior to the start of the semester in which the approved project will be presented to students.

If a student desires modifications to ANY of the agreements, the faculty member should contact SPA at once and advise SPA of the nature of the requested modifications.

Individual Colleges (or Departments as determined by the College Dean) shall be responsible for maintenance of all contracts hereunder as the Office of Record pursuant to NDSU Policy 713. The sole contract exception is the *Non-Disclosure Agreement for Academic Project* which shall be maintained in SPA.

Any funding received for support of an undergraduate, for-credit academic project will be considered restricted funding and managed through Grant and Contract Accounting.

**Please contact VPRCA with any additional questions.**

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Sponsored Programs Administration

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