

Explanation of Pertinent Terms in the Agreement between the University and Sponsors of CMSC 435 “Software Engineering” Projects

Background:

The University of Maryland Computer Science Department (“CSD”) developed the Software Cooperative (the “Cooperative”) to provide students enrolled in the CSD capstone course CMSC 435 "Software Engineering" opportunities to resolve practical, real-world software issues under the supervision of the course instructor. The Cooperative relies on public agencies (sometimes a part of the University itself) and companies (the “Sponsor”) to join the Cooperative and present problems (the Project) for students to solve at no cost to the Sponsor. When the Sponsor is not part of the UM, and as a condition of performing a project for a Sponsor, each Sponsor must execute an agreement with the University (“Project Agreement”)*

Terms in the Agreement Between the Sponsor and the University:

Ownership of Project Intellectual Property: The Project Agreement provides that the University owns all rights, including intellectual property rights; title and interests in all intellectual property that Project members create, discover, conceive, or reduce to practice in the course of performing the Project (“Project IP”). This provision is required by the University of Maryland Intellectual Property Policy (“IP Policy”), as amended from time to time. The IP Policy is available on line at <http://www.president.umd.edu/policies/iv320a.html>.

License to Sponsor: The Project Agreement guarantees the Sponsor a free, nonexclusive right and license to use Project IP for noncommercial or internal purposes, as required by the IP Policy. The Sponsor may negotiate and execute a license for greater rights with the University.

Publications and Articles about the Project: The Project Agreement gives the University, including student authors or inventors, a right to publish papers and make public presentations about the Project provided that the authors submit a copy of the proposed publication or presentation to the Sponsor at least 30 days before the intended date of publication. The Sponsor has 30 days to review the publication for the inclusion of its own patentable, proprietary or confidential information. If the Sponsor identifies such information in the proposed publication, it must notify the authors in writing and also direct them either to delete the information and/or delay publication for a specific period of time to enable the Sponsor to take appropriate steps to protect the information, including the preparation and filing of a patent application(s).

Receiving a Sponsor’s Trade Secrets, Confidential or Proprietary Information: If a Sponsor wants to disclose trade secrets, or confidential or proprietary information to the students working on the Project, the Sponsor must notify Prof. Purtilo. If he decides that the information is needed to perform the Project, he (or the Office of Research Administration and Advancement) and the Sponsor will execute a non-disclosure agreement. That agreement sets forth the limits on using the information and the University’s obligations to protect against the unauthorized access to and use of the information. Students who need access to the information will be required to acknowledge that they have received a copy of that nondisclosure agreement and understand and agree to comply with its terms.

Liability: The Project Agreement requires the Sponsor to waive all rights against students who work on the Project for monetary damages regardless of the basis on which damages are sought.

* Prof. Purtilo will provide a copy of the Agreement to students upon request.

**Student Acknowledgment and Waiver
CMSC 435 Sponsored Project**

I, the student identified below, am a member of the team for the CMSC 435 Sponsored Project identified below. I received and read the “Explanation of Pertinent Terms in the Agreement between the University and Sponsors of CMSC 435 ‘Software Engineering’ Projects” (the “Explanation”). I acknowledge that I have had the opportunity to obtain a copy of the Project Agreement, to ask questions of the course instructor about the Explanation or Agreement, and to consult counsel of my own choosing about the Explanation and Agreement.

I understand that under the University of Maryland Intellectual Property Policy (“IP Policy”) students own all rights in IP they create as part of their University academic and research activities *unless* that IP is otherwise subject to University ownership or joint ownership under other provisions of the IP Policy; e.g., the University owns IP created under a sponsored research agreement, such as the Project Agreement. I acknowledge that it is my choice to participate in the Project identified below and that I was given the option to participate in a project that would have allowed me to retain some ownership rights in some or all of any IP that I wrote, conceived, or invented.

I hereby agree to participate in the Project under the terms of the Agreement. I hereby waive and agree to donate, transfer and assign any rights I might have in Project IP to the University and agree to execute any documents the University may ask me to sign to effect its ownership in Project IP, as required by the IP Policy and the Agreement.

I understand that if I am an author or inventor or co-author or co-inventor of Project IP that has commercial value and the University commercializes that Project IP, I have the right to receive a share of income the University may receive from commercializing the IP, as specified in the IP Policy.

I represent that I am at least 18 years of age and that my decision to participate in the Project is voluntary.

Project Sponsor or Project Title

Print Name of Student Project Member

Signature

Date