

INTELLECTUAL DATA AND PATENTS POLICY FOR THE BIOMEDICAL ENGINEERING INDUSTRIAL INTERNSHIP PROGRAM AT THE UNIVERSITY OF CONNECTICUT

This policy defines and clarifies ownership of intellectual data and patent rights for the Biomedical Engineering Industrial Internship Program at the University of Connecticut (“UNIVERSITY”) and a sponsoring company (“COMPANY”) and sets forth the terms and conditions for the purpose of educating a graduate student at the COMPANY as follows:

1. SCOPE OF INDUSTRIAL INTERNSHIP PARTICIPATION

A graduate student supported with an industrial internship (hereafter referred to as “INTERN” in this capacity) will conduct nonproprietary work at the COMPANY twenty (20) hours per week as an intern during the fall and spring semesters, and twenty (20) hours per week during the summer for ten (10) weeks as an agent of the UNIVERSITY and not as an agent or employee of the COMPANY. This nonproprietary work includes activities other than basic research (i.e., technician and basic engineering services) that will give the INTERN exposure to industrial practices.

2. SCOPE OF RESEARCH PARTICIPATION

As part of the graduate student’s degree requirement, a thesis or dissertation must be completed and approved by the thesis or dissertation advisory committee. To satisfy this requirement, an INTERN while working on research (hereafter referred to as ‘STUDENT’ in this capacity) can participate in a COMPANY’s research program. The COMPANY will allow the STUDENT to use COMPANY facilities and resources “after hours”, meaning outside the internship, in order to conduct research. The STUDENT can work as little or as many hours as necessary. Expectations are that the STUDENT will work fifteen to twenty hours per week during the fall and spring semesters and at least twenty hours per week during the summer for ten weeks. It is understood that the “after hours” research is an area of interest to both the STUDENT and the COMPANY, and after approval by the STUDENT’s advisory committee, will constitute their thesis or dissertation research. The STUDENT and the COMPANY will deal directly regarding the conditions of this additional access for the “after hours” research.

3. COST TO THE COMPANY

The COMPANY agrees to pay the UNIVERSITY the cost of a full-time graduate assistantship with an 8% indirect cost training grant rate over a period of two years for an MS Student and four years for a Ph.D. candidate for the Industrial Internship. The UNIVERSITY will invoice the COMPANY once each year and payment is due within thirty days of invoice.

4. CONTRIBUTION OF UNIVERSITY

The UNIVERSITY will provide a tuition waiver (equivalent of approximately \$5,000 per year for Connecticut residents and approximately \$14,000 per year for non-Connecticut residents). In addition, the INTERN receives health care benefits afforded to all UNIVERSITY employees (a value of approximately \$3,000).

5. COMPENSATION TO THE INTERN

Since the INTERN is not an employee or agent of the COMPANY, the INTERN will not receive any compensation from the COMPANY. Instead, the INTERN will receive any and all compensation due from the UNIVERSITY pursuant to applicable federal and state laws for the industrial internship. The UNIVERSITY will be responsible for benefits and applicable withholdings, if any are required. The INTERN will not receive directly from the COMPANY any employee benefits such as a pension, insurance, workers compensation, etc. during the academic year. An arrangement can be made between the STUDENT and the COMPANY for compensation during the summer months when the STUDENT’s academic requirements are reduced.

6. LIABILITY

Because the INTERN is receiving a graduate assistantship, is involved in supervised fieldwork for which they receive graduate credit and the experience is part of their required program of study, the INTERN is covered under the State of Connecticut self-insurance program. Thus, in the event of loss resulting from acts of omission or commission by the INTERN in connection with their duties under this agreement, the COMPANY or any third party shall have recourse through the State of Connecticut Claims Commission as provided under Chapter 53 of the statutes of the State of Connecticut in which all claims against the State of Connecticut and the UNIVERSITY will be filed with the State of Connecticut Claims Commissioner.

7. CONFIDENTIAL INFORMATION

Any technical or business information or ideas of the COMPANY disclosed to or observed by the UNIVERSITY during the performance of this agreement are considered confidential and proprietary to the COMPANY. The UNIVERSITY agrees to keep in confidence, and not to use, except for purposes related to performance of this agreement, such information unless such information is:

- (a) in the public domain at the time of disclosure, or subsequently comes within the public domain without fault of the receiving party;
- (b) known to the receiving party at the time of disclosure or independently developed by the receiving party, provided there is adequate documentation to confirm such prior knowledge or independent development;
- (c) used or disclosed by the receiving party with the prior written approval of the disclosing party;
- (d) properly disclosed to the receiving party without restriction from a source other than the disclosing party, or
- (e) used or disclosed more than five (5) years after the date of its first receipt from the disclosing party

The UNIVERSITY shall not be liable for inadvertent disclosure of such information provided that the UNIVERSITY exercises the same degree of care to protect such information as it uses to protect its own proprietary information, and provided that such degree of care is reasonable.

8. PUBLICATION

The UNIVERSITY and its agents shall have the right to publish the results of the research conducted to the extent such results do not contain Confidential and/or Proprietary information of COMPANY, provided the COMPANY has the opportunity to review and comment on any proposed manuscripts describing said work forty-five (45) days prior to their submission for publication. The COMPANY may require that the UNIVERSITY remove Proprietary or Confidential Information or subject matter. If agreement over redacted material is not achieved, the COMPANY will seek patent protection for such information or subject matter; the UNIVERSITY shall not make such publication or presentation for a period requested by the COMPANY, up to ninety (90) days from the date of receipt of such objection, to allow the COMPANY to obtain appropriate patent protection for the subject matter contained in the proposed publication.

9. ON-SITE

The UNIVERSITY and its agents will abide by all applicable rules and regulations of the COMPANY while on-site at a COMPANY facility, including, but not limited to, rules regarding safety, security and protection of the environment. The STUDENT and/or COMPANY will carry out all research using non-UNIVERSITY resources and facilities.

10. RIGHTS IN WORK PRODUCT

The UNIVERSITY agrees that it will not assert any rights to the research product of the STUDENT where that product is made on behalf of the COMPANY at the COMPANY's premises. Except as expressly provided herein, the STUDENT shall not release to the UNIVERSITY any information developed and produced on behalf of the COMPANY without prior express written approval of the COMPANY.