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**The Data Mine Sponsored Class Project Sponsor Acknowledgment**

**Department: Office of the Provost**

**Course Name/Number: TDM 11100/11200/21100/21200/31100/31200/41100/41200/51100 Corporate Partners**

**Sponsor Name:**

**Course Instructor: Mark Daniel Ward**

To better prepare students for real-world applications, Purdue University encourages students to work on projects of interest to industry in the form of sponsored student projects. Through Purdue’s Integrative Data Science Initiative, The Data Mine is seeking corporate partners to join us as we advance data science through collaboration, education, research, innovation and entrepreneurship.

**What are the benefits to sponsoring a Data Mine project?**

**Access to top undergraduates and graduates/Recruiting:** Talented undergraduates and graduates, across a broad array of majors, who have training and structured experience in applied data science, will be assigned to your project(s). In the course of the project(s), you will be able to evaluate and attract students for positions in your company. Project sponsorship provides the opportunity for students to become familiar with your company and its business, including exciting challenges a job with your company might entail.

**Create innovative and original solutions to real-world problems:** Many companies have important projects that have been neglected in favor of devoting more resources to larger or even more important projects. These neglected projects often make excellent and challenging student projects. As an industry partner and supporter of Purdue programs, we invite and encourage you to examine your development needs and nominate topics that will advance your project(s).

**Help prepare students for their futures and inspire their careers:** While our students are working on your project(s), you are also providing valuable experience and stimulation for our students during a crucial development stage for their analytical and design abilities. Your sponsorship supports the enhancement of an innovative and highly trained workforce for the State of Indiana and for our country.

**Provides a pathway to Purdue’s data science ecosystem:** You will be building name recognition and relationships with data-savvy undergraduates, faculty, and graduate students. Opportunities for events, workshops, continuing education, consulting services and recruiting activities may follow.

**Right to ideas generated/prototypes:** You have the option to seek assignment of any student-generated IP.

**Desired Elements of Data Mine Projects:**

* Clear, aspirational, data-driven, open-ended problems to be solved or analyzed to address practical needs.
* Requires application of data science principles with domain-specific analytical challenges where multiple approaches are viable.
* Project takes advantage of student teams’ abilities and available computing resources to analyze terabytes of data.

**Approval Process and Timeline:**  The Data Mine projects will officially commence at the beginning of each Fall semester and finish at the end of each Spring semester. This Sponsor Acknowledgment covers projects that may be conducted (in an academic year), during Fall 2023 to Spring 2028. This form and any other forms or information required by Purdue’s Office of Legal Counsel must be executed and received prior to a project start date. Please allow at least two (2) weeks for processing. More time may be required in some circumstances.

Please note that Sponsored Class Projects are intended to be learning experiences for our students. Therefore, Purdue does not guarantee deliverables beyond the project results, nor does it guarantee any particular outcome or quality of performance.

**PART I – CORPORATE PARTNER SUPPORT AND PROJECT DESCRIPTION:**

**Corporate partners are expected to collaborate on their projects, committing at least 40 hours per project team providing online and/or in-person guidance.**

**Corporate partners also provide financial support for the Data Mine. Please select:**

[ ]  $20,000 to sponsor one (1) project, or

 [ ]  $40,000 to sponsor a cluster of two or more teams.

Please indicate number of teams/projects:

[ ]  Other:

Please attach a brief description (no more than one (1) page) of each project the students will perform to the end of this document.

*Please consult with your company’s tax advisors regarding deductibility of any monetary support*.

**PART II – EXPORT CONTROL AND TREATMENT OF SPONSOR CONFIDENTIAL INFORMATION**

**Export Control:** Federal export control regulations require that foreign nationals be restricted from access to certain types of technical information. Purdue is a public institution of higher education, and as such, its classes are open to foreign nationals. In addition, classrooms are open forums for discussion and presentation, and, absent an agreement to the contrary, project results are typically presented to the class. For this reason, sponsors should carefully consider whether the sponsored class project setting is an appropriate forum for the use of certain sponsor information. Specifically, if confidential sponsor information is to be provided to a student, the sponsor should ensure appropriate confidentiality terms are signed with the student, and that an appropriate data control plan is in place. (Data control plan options are available upon request.) Even with appropriate confidentiality terms in place, the class project setting may not be appropriate for trade secrets, patentable inventions for which a patent application has not yet been filed, or other information with extremely high sensitivity. Those projects are more suitable for the sponsored research setting. Under Federal export control laws, your company will be the disclosing or deemed exporting party and will be held responsible for complying with all export control laws and regulations in connection with your company’s disclosures for student projects. You are responsible only for the information your company discloses, and not any information or disclosures made by Purdue or its employees. By signing the acknowledgment below, you certify to Purdue that your company will comply with all export control laws and regulations. Purdue reserves the right to perform its own export control review based on the information provided by you and to decline, reject or stop the project at any time if Purdue is unable to take appropriate steps, in coordination with your company, to comply with export control laws. **Please note that Purdue does not engage in student projects where the export control jurisdiction is determined to be the International Traffic in Arms Regulations (ITAR), or projects for which any technology would be listed on the U.S. Munitions List, such as those with a “600 series” Export Control and Classification Number (ECCN) or projects that include Protected Health Information (PHI) or personally identifiable information including, but not limited to, medical histories, test and laboratory results, mental health conditions, insurance information, and other data that a healthcare professional may collect to in order to identify an individual and determine their care. This relates to past, present, or future health and other data of the individual.**

Federal export control regulations define “technology” as information necessary for the development, production, use, operation, installation, maintenance, repair, overhaul or refurbishing of an item. Technology may be in any tangible form, such as written or oral communications, blueprints, drawings, photographs, plans, diagrams, models, formulae, tables, engineering designs and specifications, computer-aided design files, manuals or documentation, electronic media or information revealed through visual inspection. In order to assist us in complying with Federal export control regulations, please answer the following questions, which should be re-examined and re-verified by the Sponsor and submitted to Purdue every academic year.

In the course of the project, will your company be releasing information that meets the definition of “technology” to the students, or are the project outputs likely to consist of such “technology”? [ ]  Yes [ ]  No

If you answered “Yes” above, does any of the technology contain information that is not publicly available?

[ ]  Yes [ ] No

If you will be sharing software with the students, will the students have access to proprietary source code?

[ ]  Yes [ ] No

What is the ECCN of the technical information?

(Please note, if you checked ‘Yes’ on “technology, and ‘Yes’ on either of the next two questions, we ***must*** have an ECCN for the information, as disclosure to a foreign national student assigned to your project would constitute a deemed export.)

How did you determine the ECCN?

[ ]  Obtained the ECCN from the manufacturer, producer or developer of the technology

[ ]  Self-classification using the Commerce Control List

[ ]  Official classification from the Bureau of Industry & Security

Will your company require participating students to execute a Non-Disclosure Agreement (NDA)?

 [ ]  Yes [ ] No

**Please Note: In order to comply with export control regulations regarding fundamental research, only the Sponsor’s confidential inputs to the project can be subject to an NDA. The student-created results of the project cannot be subjected to NDA requirements, except that students may be required to delay publication of their project results for up to thirty (30) days to allow for the removal of Sponsor’s confidential inputs, or otherwise to allow for Sponsor’s protection of patentable intellectual property resulting from the project.**

**Non-Disclosure Agreement Practices:** The Course Instructor will have the responsibility for explaining the NDA requirement and obtaining the signatures of the students enrolled in the course. Sponsor may negotiate the terms of the NDA independently with the students, and only the students and Sponsor will be party to the NDA. Purdue does not intend to receive or retain your confidential information and will not sign NDA agreements in connection with sponsored student projects. Students acting as course participants are not employees of Purdue (or if they are employees of Purdue in a separate capacity, they are not acting within their scope of employment as course participants). **Purdue expressly disclaims any liability for a breach of a non-disclosure agreement by a student.**  In the case of a confirmed breach of confidentiality by a student, Purdue will cooperate with a Sponsor complaint to the fullest extent possible. Please note, however, that certain personal information possessed by Purdue regarding its students is protected under the Family Educational Rights and Privacy Act and other laws and cannot be released absent an exception or unappealable court order. If your company requires the Course Instructor to sign an NDA, the NDA will be a personal agreement with the Course Instructor regarding the confidential information released to that instructor, and Purdue will not be a party to the agreement. Purdue expects that Sponsors will treat students fairly in obtaining NDA agreements from students by using the following guidelines:

1. Give students ample opportunity to consult with independent legal counsel prior to signing.
2. Clearly identify all confidential information delivered to students. Many students have not had enough experience to develop the judgment necessary to determine which information is confidential on their own.
3. Include the typical exclusions for information that (a) was lawfully in the public domain when first received; (b) becomes publicly available through other means other than the student’s disclosure; (c) is lawfully disclosed to the student by a third party without restriction; or (d) is developed by the student entirely independently, outside of the project and without use or reference to Sponsor’s proprietary information.
4. The NDA should provide that students may disclose confidential information in response to a subpoena or court order duly issued in a judicial or legislative process, provided that student has used reasonable efforts to give Sponsor advance notice of the disclosure in order to allow Sponsor to assert any protections against disclosure and/or to obtain a protective order narrowing the scope of the disclosure.
5. The NDA should be properly drafted to contemplate a student participating in a student project, not a supplier NDA or other business relationship NDA.

**PART III – INTELLECTUAL PROPERTY**

 Purdue’s intellectual property policy generally allows students to retain ownership and title to intellectual property that is created for credit and without compensation in a course using course-wide resources. (Purdue will not receive any ownership to your proprietary information or IP resulting from the project.) Generally, the sponsor only receives the results of the project, which may be used for internal non-commercial purposes. The students reserve the right to publish such project results, including class presentations for purposes of class discussion and assessment/grading; provided, however, that Sponsor shall be provided with pre-publication copies at least one (1) week in advance (for class presentations) and at least thirty (30) days in advance for all other types of intended publications in order to remove from the manuscript and/or disclosure all sponsor confidential information.

 Notwithstanding the foregoing, unpaid students are free to negotiate intellectual property licenses and ownership directly with the Sponsor if they so desire. Purdue does not participate in those negotiations, but does encourage students to seek legal counsel in negotiating such agreements. Neither Purdue nor the Course Instructor assume responsibility for disclosure of intellectual property created by the student. Intellectual property disclosure is subject to the terms of the agreement between the student and the Sponsor. Some students may receive compensation in connection with their work on your project(s). In that event, any intellectual property developed by a paid student will be transferred to Sponsor upon request.

Does your company intend to obtain any intellectual property from the student? [ ]  Yes [ ]  No

If you answered “Yes” above, please indicate the type of agreement you intend to obtain: (Mark all that apply)

 [ ]  License

 [ ]  Assignment

 [ ]  Other Arrangement (Please describe:                                         )

**PART IV - SPONSOR ACKNOWLEDGMENT AND PURDUE APPROVAL**

**Sponsor Acknowledgment:** On behalf of Sponsor, I represent and warrant that I have read the above acknowledgment in full, that all information that I have written above regarding the project description, project inputs to be provided by my company, export control review regarding confidential information, and intellectual property expectations is true, correct and complete. I represent that I am authorized to execute this acknowledgment on behalf of Sponsor as its agent.

**Note:** **Your project(s) cannot begin until this form has been approved by the Office of Legal Counsel. This acknowledgment is valid only for the term of the project(s). New projects beyond the life of this Sponsor Acknowledgment require separate approval.**

Sponsor Name:

Sign:

Printed Name:

Title:

Date:

Sponsor Address:

Please provide Accounts Payable information for invoicing purposes (Payment Terms, 120 Days):

Name:

Email:

Phone Number:

Address:

**Please return this form by email to** **datamine@purdue.edu** **and CC to Katie Sanders at** **kmpechin@purdue.edu**

Unless you opt out by checking the following box, The Data Mine may use Sponsor’s name and logo in connection with The Data Mine’s website and emails during the academic year of the project. Opt out by checking box: [ ]

In addition to the benefits that may accrue to your company, your support influences the future of Purdue students in so many ways. Because of your support, we are able to enhance the student experience and equip the next generation of leaders with the resources needed to move our world forward.

**Purdue Approval:**

**\_\_\_\_\_** Approved \_\_\_\_\_ Declined Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name:

Title:

Date: