

**University of Minnesota
College of Design, School of Architecture**

Consortium for Research Practices

The College of Design established the Consortium for Research Practices to advance the state of research in the discipline of architecture. Membership in the Consortium provides access to faculty expertise and shared research data developed by University students and the Consortium Members. The Consortium also provides a platform that facilitates University faculty and students enrolled in the NCARB's Intern Development Program (IDP) working with professional design offices, non-profit and other entities on challenging design projects.

Consortium Members will benefit from shared information and collaboratively developed consortium-wide research goals regardless of their level of participation in the internship program described below. The internship program has two complementary but independent components: a research internship for academic credit and a paid internship with a Consortium Member.

Initial Project Identification. Faculty from the College will work with each Consortium Member participating in the internship program to identify and plan a collaborative research project. Faculty are expected to spend up to two (2) hours advising the Consortium Member.

Project Team Selection and Detailed Project Workplan Development. After a research topic and specific expertise needs are identified, the Consortium Member will be matched with a student and faculty member for a specific academic semester or academic year. Faculty will provide a written work plan describing the criteria and goals for the research project. Additionally the work plan will describe how the student research time is expected to interface with the paid internship time. The student will provide the Consortium Member a curriculum vita (cv) listing relevant skills and experience and a desired IDP training unit plan. The Consortium Member may request an alternative student and/or revisions to the work plan within reason. If the student or work plan are not acceptable to it, the Consortium Member may cancel its membership and will receive a refund of its membership fee, less a fifty dollar administrative fee.

Paid Internship. Each Consortium Member that has approved a work plan and a student will hire the student for fifteen (15) hours per week, for at least eight (8) consecutive weeks (a minimum duration requirement of IDP) and ideally for fifteen (15) weeks matched with the academic calendar. The Consortium Member and the student will agree on the student's compensation (including any benefits paid to part-time employees or contractors) though it is expected that compensation will be set at market rate based on the student's expertise. The University will have no

responsibility or obligations arising out of the Consortium Member's employment or engagement of a student.

The Consortium Member will arrange for a licensed architect to serve as the IDP supervisor and to generally supervise the student and his or her work. The Consortium Member will assign projects and tasks to the student as it determines but it will try to provide work experience in the IDP training areas requested by the student.

Throughout the paid internship, the University and the Consortium Member will share information on the student's work and progress. The Consortium Member will designate a licensed architect – employee to act as a point-of-contact for the faculty and the two will establish a schedule for regular check-ins on the student. The faculty member and the Consortium Member point-of-contact will meet, in person or otherwise, at the beginning and the end of the paid internship.

Continuation of the student's employment after the consortium period is complete is at the discretion of the Consortium Member and student and subject to the terms of employment between the student and the Consortium Member, including its policies and procedures. The University expects students to be compensated at market rates.

In addition to an academic year paid internship, a Consortium Member is expected to provide at least one summer internship opportunity for a University architecture student each year of its Consortium Membership.

Research Internship. Each student in a paid internship will also be appointed a research intern at the University. Students will receive either a research assistant position or 3 credits of directed study for this work. The research internship is, at minimum, ten (10) hours per week for the fifteen (15) semester time period. The University will coordinate the research internship with the paid internship, as described in the work plan. The research internship is expected to benefit the Consortium Member that employed the student but the Consortium Member is not obligated to pay any additional cost for the research internship.

Terms of Membership

These Terms of Membership govern the Consortium. By participating in the Consortium, each firm agrees to be bound by these Terms of Membership.

1. **Definition.** Under these Terms of Membership, the following term has the meaning ascribed to it in this section:

“Consortium Member” means an architectural firm or construction firm that employs architects or related entity having a registered architect on staff that has agreed to participate in the Consortium. Participation in the internship program is optional.

2. **National Council of Architectural Registration Boards.** The consortium internship program will be operated consistent with the policies and procedures of the National Council of Architectural Registration Boards (NCARB).

3. **Membership Benefits.** The University will provide Consortium Members the following benefits:

- collaboratively participate in setting consortium-wide research priorities
- participate in presentation of consortium-wide research findings
- -right to promote consortium membership in marketing materials
- -access to research materials, resources and faculty expertise
- -faculty expertise and effort on consortium research priorities
- -use of narrative and graphics produced by student in the research internship

Members participating in internship program have these additional benefits:

- opportunity for placement of a highly qualified student specifically matched to member organization
- student research time over and above salaried position

Notwithstanding the foregoing, Consortium Members are not permitted to use the University’s logo or other marks without the University’s prior written consent.

4. **Consortium Membership Fee.** Each Consortium Member pays a non-refundable fee to the College of Design of \$9000 for an academic year. This fee does

not include salary paid to a student in the paid internship. Founding Members are asked for a three year commitment

5. **Membership Termination.** A Consortium Member may cancel its membership at any time, effective as of the end of an academic term, by delivering a written notice of termination to the University at least 30 days prior to the date of termination. The University may suspend or terminate a Consortium Member's membership at any time by delivering to it a written notice of termination.

6. **Confidentiality.** The University, as a public institution, is subject to the terms and provisions of the Minnesota Government Data Practices Act, Minnesota Statutes §13.01 *et seq.* (the "Act"), and that the Act requires, with certain exceptions, the University to permit the public to inspect and copy any information that the University collects, creates, receives, maintains, or disseminates. Information provided to University faculty and students under the Consortium may be subject to inspection and copying. The University cannot hold in confidence information that is not a trade secret and that has not been maintained and conspicuously marked as "confidential" or "trade secret" or similar words. Consortium Members should refrain from delivering to University faculty, staff or students valuable, nonpublic information unless the University and the owner of the information has entered into a Nondisclosure Agreement.

7. **Intellectual Property.**

(a) Except as provided in section 7(b) below, the University shall own all rights in intellectual property authored, conceived, reduced to practice or otherwise developed solely by University faculty, staff or students, including, but not limited to, intellectual property arising out of a student's research internship, and a Consortium Member shall own all rights in intellectual property authored, conceived or reduced to practice solely by its employees, including, but not limited to, intellectual property arising out of a student's research internship with the University.

(b) Each Consortium Member shall own all rights in intellectual property authored, conceived, reduced to practice or otherwise developed solely by it, including by a student as part of a paid internship. Each Consortium Member sponsoring a student in a paid internship, as a condition of membership, grants the University and the other Consortium Members a royalty-free, non-exclusive, world-wide, personal, non-assignable, non-sublicensable license to reproduce, distribute and make derivative works based on works authored by the student, solely or jointly with one or more employees of the Consortium Member, in connection with the paid internship, and will share such works with the University and the other Consortium Members provided in each instance, the Consortium Member is noted as having sponsored the

research project. Except for the license granted in this section, the University shall have no rights, titles or interests in intellectual property authored, conceived of, reduced to practice or otherwise developed solely by a student as part of his or her paid internship with a Consortium Member.

(c) Any intellectual property that is jointly authored or conceived by the University (including by a student as part of a research internship with the University) and one or more Consortium Member (including by a student as part of a paid internship with the Consortium Member) shall be jointly-owned by the University and the applicable Consortium Member(s).

(d) The University shall provide each Consortium Member access to research reports written by University students in research projects under the consortium. If access is provided, the University will (to the extent of its ownership interest) grant each Consortium Member a royalty-free, non-exclusive, world-wide, personal, non-assignable, non-sublicensable license to reproduce, distribute and publicly display the research reports provided, in each instance, the University of Minnesota School of Architecture is noted as having sponsored the research project and the student-author and faculty member are also properly credited. A Consortium Member shall not change the content of a research report owned by the University or create a derivative work based on such a research report unless the University agrees in writing.

8. Disclaimers. THE UNIVERSITY AND EACH OF THE CONSORTIUM MEMBERS DISCLAIM AND EXCLUDE ALL WARRANTIES, EXPRESS AND IMPLIED, CONCERNING THE CONSORTIUM, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT, OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, THE UNIVERSITY SHALL NOT BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGES (EXCEPT TO THE EXTENT OF THE UNIVERSITY'S WILLFUL, WANTON, OR INTENTIONAL ACTS), AND NEITHER THE UNIVERSITY NOR ANY OF THE CONSORTIUM MEMBERS SHALL BE LIABLE TO ONE ANOTHER FOR LOST PROFITS, LOST BUSINESS OPPORTUNITY, INVENTORY LOSS, WORK STOPPAGE, LOST DATA OR ANY OTHER RELIANCE OR EXPECTANCY, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OF ANY KIND.

9. **Notices.** All notices to the University, to be effective, must be in writing and must be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to University at its address set forth below or to such other address as it may designate by notice given under this section:

University of Minnesota School of Architecture
Attn: Renée Cheng, Professor and Head
89 Church St SE, Rapson Hall
Minneapolis, MN 55455
(612) 625-1885 tel
(612) 624-5743 fax
<rcheng@umn.edu>

10. **Amendment.** The University reserves the right to changes these Terms of Membership at any time, effective at the start of an academic term. These Terms and Conditions shall be binding on a Consortium Member that received written notice of any such change and failed to deliver to the University a written notice of termination as provided in section 5.

Regents of the University of Minnesota

Company Name:

By: _____

By: _____

Name: Thomas Fisher

Name:

Title: Dean, College of Design

Title:

Date: _____

Date: _____