

Memorandum of Understanding (MOU)

Between Case Western Reserve University (CWRU) and The Cleveland Institute of Art (CIA)

Entered Into on 10/28/14, 2014.

This MOU is for discussion purposes only and is not legally binding. It is intended to reflect the understanding of the parties as they expand collaboration related to student design, entrepreneurship and innovation activities.

CWRU and CIA anticipate forming a multi-faceted Partnership to serve student interests in the realms of new product definition, design and market introduction. Examples of the type of work the Partnership will perform include:

- Educating students as to the opportunities and mechanisms by which inventions can be developed into dedicated business and products or services;
- Developing iterative exchange among product developers and designers based on technical- and market-defined requirements and limitations;
- Enabling access by students to the physical and intellectual assets held by the respective Partners.

Towards these goals, the parties intend to establish the following programmatic offerings for students:

1. *Cross-utilization of CIA and CWRU facilities:* The Parties desire that students from both institutions will be able to selectively utilize “innovation-enabling workplaces”, including, but not limited to laboratories, workshops and meeting facilities. Primary candidates for such cross-utilization include the CWRU think[box] facility and the CIA [please insert design lab names, etc]. It is intended that each Party’s designated leaders who oversee the infrastructure elements to be accessed will collaborate to develop and enact mechanisms that enable and govern appropriate student access to the respective facilities.
2. *Curriculum offerings designed to educate students from CIA and CWRU undergraduate programs.* The Parties will develop course offerings intended to educate students in the innovative arts, with a focus on product development and design fundamentals, intellectual property asset protection and market assessment, and customer engagement methodologies. The Parties aspire to develop courses that foster multidisciplinary contributions to innovation and navigate inherent logistical boundaries and limitations of the given undergraduate curriculums.
3. *Inter-campus participation in extra-curricular events and activities:* CIA and CWRU intend to communicate opportunities for attendance and participation for select innovation-related speakers, exhibitions, competitions and training events that occur on the respective campuses or in the region. Leadership of this collaboration will endeavor to apprise each other of upcoming student involvement opportunities and, as appropriate, market or extend invitations to students of both Institutions.

In order to effectively develop and implement the above student programs, CIA and CWRU will designate Collaboration Leaders to collectively govern the Partnership. In general, the Collaboration Leaders will be charged with oversight and regular assessment of the Partnership. Specific administrative and growth-oriented activities will also be undertaken by this group, including:

- *Establishment of administrative mechanism to enable cross-listing and student enrollment in select innovation courses.* The Collaboration leaders will work with designated institutional administrators to implement mechanism enabling facile student enrollment and appropriate crediting for co-offered courses.
- *Navigation of each party's respective intellectual property policies.* The Collaboration Leaders will help students be aware of their respective intellectual property rights and obligations. The Collaboration Leaders will serve as arbiters if/when conflict occurs as a result of either policy misalignment or personal disagreements among students.
- *Oversight of marketing materials and publications.* As needed, the Collaboration Leaders will jointly review and accordingly amend or approve publications or public communications related to the Partnership. When appropriate, the Collaboration Leaders will work with their respective campus functions to ensure appropriate access and protection of intellectual property including copyrights and trademarks of the Institutions.
- *Exploration of third-party sponsorship of student innovation opportunities.* Collaboration Leaders will jointly work to consider and engage potential corporate sponsors for student design or development projects. As such opportunities emerge, the Collaboration Leaders will engage their empowered campus functions (e.g., sponsored projects administration) to enact suitable work plans and subsequent contracts, Each Party's respective roles will be determined case by case, dependent on resource contribution and infrastructure access, project responsibilities, and who is best positioned to contribute and/or interface with the third party.

The parties expect to finalize the above described points and anticipate entry into a formal, binding agreement(s). However, until such a binding agreement is agreed to, the parties will have no obligation to one another.

CWRU

 10/28/14

CIA