

SUBMISSION FORM
University System/Employee Intellectual Property Joint Participation
MUSP 407

This form is to be submitted with any Board of Regents item whereby a campus seeks the approval of an agreement with or arrangement regarding an employee pursuant to 20-25-109 MCA and Regents Policy 407.

When the submission concerns matters of trade secrets or confidential business information, or any other matter entitled to privacy under state or federal law (e.g., the federal statute known as Bayh/Dole) the submitting campus may request consideration of the submission, in whole or in part, in executive session.

The submitting campus should also provide the Commissioner a copy of the contract(s) that form the basis for the cooperative arrangement for which approval is sought. Submission of the contract does not indicate a conclusion that all or part of the contract is a public document and the question of whether it is in whole or in part protected from public disclosure will be evaluated on a case-by-case basis.

1. Summarize the nature of the intellectual property that was developed by the employee seeking approval. Indicate the sources of funding for the research that resulted in this invention.

This application seeks BOR 407 approval for technology license between Montana State University (“MSU”) and Success Prints, LLC. The intellectual property (“IP”) involved refers to inventions created at MSU that are licensed by Success Prints, LLC. The technology involves a board game to assist in the transition to college. Designed for high school students and first year college students alike, players are challenged to manage their time strategically across competing demands (going to work or class, completing assignments, and attending social events) while leveraging the benefits of campus resources.

a. Name(s) of the university employee(s) involved.

- Dr. Tricia Seifert
 - 1.0 FTE Dean, College of Education at Montana State University;
 - Past and potential inventor of MSU IP;
 - Founder and Owner of start-up company, Success Prints, LLC.

The MSU Office of Research Compliance is working with Dr. Seifert to develop a Conflict of Interest Management Plan. The purpose of the plan is to accurately describe the potential conflicts in writing, create explicit agreements to protect against actual conflicts, and to facilitate oversight. A Plan Manager will be assigned to review the case annually and whenever major changes in circumstance occur.

b. Name(s) of business entity(ies) involved.

Success Prints, LLC, a Domestic Limited Liability Company, is based in Bozeman, MT at 610 S. 7th Ave., Apt. A, and was registered on March 26, 2019. Success Prints, LLC. is in Active-Good Standing status with the Montana Secretary of State.

2. The university and employee(s) are seeking approval for (check as many as appropriate):

- a. The employee to be awarded equity interest in the business entity
- b. The employee to serve as a member of the board of directors or other governing board of the business entity
- c. The employee to accept employment from the business entity
- d. Other. Please explain.

3.

- a. **Summarize the nature of the relationship between the university and the business entity (e.g., the entity is licensing the intellectual property from the university, the entity is co-owning the intellectual property with the university).**

Success Prints, LLC. is a business entity formed and owned by Dr. Seifert focusing on developing games to assist students with the transition to college. Currently, there is a license to Dr. Seifert's company for a video game. Dr. Seifert is now adding a board game.

Contingent upon Montana Board of Regents Policy 407 approval pursuant to § 20-25-109, Montana Code Annotated, the Assignee will grant to Assignor an exclusive, royalty-free, worldwide commercial license, with the right to grant Sublicenses, under the terms specified herein, to the Intellectual Property. Should a 407 application be rejected by the BOR, this Agreement will be voided in its entirety.

- b. **The proposed duration of the agreement or arrangement.**

The proposed arrangement begins July 25, 2022 and shall remain in effect for the life of any Intellectual Property Rights associated with the Intellectual Property.

- c. **The conditions under which the agreement may be terminated or dissolved.**

- 1) Assignee may terminate this Agreement as follows:
 - a) if Assignor shall become insolvent, shall make an assignment for the benefit of creditors, or shall have a petition in bankruptcy filed for or against it (in such case, termination shall be effective immediately upon Assignee giving written notice to Assignor);
 - b) if Assignor breaches any material term of this Agreement.
- 2) Assignor may terminate this Agreement by giving ninety (90) days advance written notice of termination to Assignee.
- 3) Termination of the Agreement shall terminate all rights and licenses granted to Assignor pursuant to Section 5 of this Agreement.

4. Explain specifically how the University System or the State of Montana will likely benefit from the agreement or arrangement.

- a. Technical advances in the field with public and private contribution provides both academic and economic development
- b. Collaborative research opportunities for Montana State University and its students.

5. Summarize the financial terms of the agreement or arrangement. Include:**a. The value, nature and source of the University's contribution.**

MSU owns the copyright for the intellectual property. MSU will own the intellectual property associated with the current state of the base game as described along with all derivative works and retains the right to use the technology for academic research or other not-for-profit scholarly purposes.

b. The value and nature of the employee's contribution.

As an MSU inventor, Dr. Seifert will provide to MSU, its successors and assigns, for good and sufficient consideration, the receipt of which is acknowledged herein, the entire right, title and interest in and to any and all of the following that exist as of the date hereof: (a) all Intellectual Property owned and/or developed by or on behalf of Dr. Seifert relating to the "Crash Course" board game (the "Board Game"), (b) any and all Intellectual Property Rights claiming or covering such Intellectual Property, and (c) any and all causes of action that may have accrued to the undersigned in connection with such Intellectual Property and/or Intellectual Property Rights. The assignment granted pertains only to the Board Game and not to any software applications developed by or for Assignor.

c. The anticipated revenue to be generated by the project and the timeline for generating such revenue.

Dr. Seifert will owe no fees for this license, nor are royalty payments required. No later than sixty (60) days after December 31 of each calendar year, Dr. Seifert shall provide to MSU a written annual report describing marketing and sales efforts and results of Intellectual Property during the most recent twelve (12) month period ending December 31 ("License Report").

d. The manner in which revenue and expenses will be shared by the parties.

MSU will grant to Dr. Seifert an exclusive, royalty-free, worldwide commercial license, with the right to grant Sublicenses.

e. The nature of each party's equity interest in the project. If none, so indicate.

Dr. Seifert owns a 100% equity interest in Success Prints, LLC.