

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.

The intellectual property is a set of modular outreach products designed to communicate the beauty and significance of Einstein's theory of General Relativity to the general public. This program includes film, art work, curriculum and supporting documents, and resources dedicated to engaging youth in understanding and exploring the elements of physics and accomplishments associated with Albert Einstein entitled "Celebrating Einstein." Original funders include the Montana Space Grant Consortium, MSU College of Engineering, MSU Department of Physics, MSU College of Letters & Science, MSU Office of the President, MSU Office of the Provost. Other collaborators were Montana NSF EPSCoR, The President's Fine Art Series, Wild Joe's Coffee Spot, Headwaters Dance Company, and Helio & Company. The inaugural event was held at Montana State University in April, 2013. Since then, the program has been hosted in several states including Texas, California, Maryland, and Massachusetts.

2.

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

- Dr. Nicolas Yunes
 - Celebrating Einstein Project Organizer and primary Director
 - Assistant Professor in Physics at Montana State University-Bozeman

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

Mariana Goldman & Asociados, based in Buenos Aires, Argentina, is the Licensee of the agreement. Ms. Goldman seeks to present Celebrating Einstein in her country. The license provides for future possibilities in other countries in Latin America, like Chile, Brasil, Uruguay and Peru. The goal is to provide Celebrating Einstein to several interested South American countries.

3. 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. Explanation: Dr. Yunes may receive payment to cover travel, honorariums for speaking, etc. However, the modules themselves that were created at MSU by the Celebrating Einstein Collaboration will be provided at no cost to the local organizers in South America.

4.

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).

MSU co-owns the copyright to Celebrating Einstein, and MSU, in cooperation with the internal co-owners, wishes to license the use of these copyrighted educational resources to Licensee for non-profit, educational purposes. These co-owners include music composers, dance choreographers, plastic artists, architects, physicists and educators.

Any entity may become a host and organize any of the events in their community. After the Bozeman Celebrating Einstein event, the materials were compiled so that other venues could host their own events. Supporting materials can be provided by the Celebrating Einstein team, including art installation materials, dance choreography and script, and original film.

b. The proposed duration of the agreement or arrangement.

A perpetual Non-Exclusive License Agreement was entered into on September 3, 2015. This non-exclusive, royalty-free license allows the use, modification, reproduction and translation of Einstein to meet the need of its country or region for educational, non-commercial purposes.

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

MSU shall have the right to terminate this License if Licensee fails to carry out its obligations hereunder and does not correct such failure within 30 days from receipt of written notice by Licensor.

All License Agreements issued by the MSU Technology Transfer Office that contain inventor participation are contingent upon BOR 407 approval.

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

- a. Opportunity to forge new relationships with other universities and educational groups in Latin and South America
- b. Provides ability to move MSU information to the public sector
- c. Fulfills our land grant mission to educate students, create knowledge and art, and serves communities by integrating learning, discovery and engagement.

6. Summarize the financial terms of the agreement or arrangement. Include:

a. The value, nature and source of the University's contribution.

MSU shall be responsible for:

- Providing electronic files to Licensee.
- Making elements of Celebrating Einstein available to Licensee.
- Reviewing modified files and recommended changes to original files within two weeks of receipt of files.

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

As the Director of the Celebrating Einstein Collaboration, Dr. Yunes will review all requests for outside modification to the program:

- Modifications must be non-biased and research based.
- Modifications must be consistent with the content and the aesthetic and artistic goals of the original Celebrating Einstein modules and serve to make the information country/state specific.
- Existing logos and credit lines must remain on the files and be the same size as the original files, but additional logos and credits may be added.

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

No revenue is to be generated as Celebrating Einstein materials may not be sold for profit.

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

Third Party event hosts are expected to pay for travel and speaker's honorariums for Dr. Yunes and any other representatives requested by the licensee to participate of hosted events. Event hosts need to cover their own costs associated with production, reproduction, and performance of the materials. Hosts may also need to pay for shipping for elements that cannot be transferred electronically.

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

None, not applicable.