

LSU Graduate School
Professional Service Assistantship Program

Summary

The Louisiana State University (LSU) seeks to provide experiential learning opportunities at public, non-profit, and business agencies (Partners) that enhance the cultivation of ethical, proficient, and engaged graduate students in all graduate-level disciplines through the Public Service Assistantship (PSA) program. The PSA program is housed in the Strategic Initiatives of the Graduate School (SIGS). The PSA program fosters LSU's commitment to academic excellence, enriching individual lives, lifelong learning, and making a difference on a local, national, and global front. The PSA program identifies Partners to support graduate students interested in gaining tangible experience and exposure to a specific career, company, or industry.

The program serves as a training opportunity, as outlined by an agreement signed by LSU and the Partners, to offer a graduate student at the master's and/or doctoral level practical experiences in their field of study. The PSA program establishes that the graduate student supported by the program have their primary appointment in their studies and, therefore, it requires a high level of collaboration to execute successful PSA experiences. Furthermore, the PSA program works closely with the advising faculty members and the Partner supervisor to offer the highest level of professional and academic development for the participating graduate student.

Obtaining a PSA assistantship is a competitive process and requires a graduate student committed to a master's and/or doctoral program with an identified faculty advisor (i.e., primary advisor, department/program graduate director, or department/program chair/director) who is enthusiastic about an external experience as identified by the needs of the Partners supporting the assistantship. When a student is selected to the PSA program by the Partners, they will have the opportunity for a nine-month assistantship with the possibility for renewals (up to 27 months) with outstanding benefits.

Funding & Appointment

SIGS works closely with departments, the Partners, and the Office of Sponsored Programs (OSP) to facilitate the agreement between LSU and the Partners to support qualified students. The PSA program benefits include the minimum salary stipend set by LSU (\$23,000) plus tuition remission and indirect costs at LSU's negotiated rates covered by the Partners. The total cost to support a PSA student is outlined in Appendix A. The duties of the PSA appointment will be guided by the needs of the Partners and identified before the student's placement. The students will work 20 hours a week or 720 hours for the nine-month appointment. Additionally, Students will engage in trainings from LSU, guiding faculty, and the PSA program.

**LOUISIANA STATE UNIVERSITY
STUDENT ASSISTANTSHIP/EXTERNSHIP AGREEMENT**

DATE: _____

SPONSORED PROGRAMS NUMBER: _____

STUDENT NAME: _____
(Please Print)

This agreement between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (subsequently referred to as LSU) and <<Company/Organization Name>> (subsequently referred to as Partner) is entered into for the following purposes:

1. Supporting a Student Professional Service Assistantship in the Graduate School at Louisiana State University.
2. Providing the Partner with the professional service of a graduate student at Louisiana State University where the graduate student will be conducting a research Project or providing the professional service as outlined in Appendix A.

LSU agrees to:

1. Provide a qualified graduate student to serve as Student Professional Service Assistant that is satisfactory to the Partner.
2. Provide normal faculty assistance to the Student Professional Service Assistant consistent with the academic and Partner needs.
3. Coordinate efforts of Student Professional Service Assistant within the Department and the Partner to maximize benefits to both Student Professional Service Assistant and Partner.
4. Administer the Student Professional Service Assistantship funds in accord with the laws of Louisiana and stipulation of the Partner.
5. Pay the student the stipulated amount in 9 equal payments each semester.
6. Submit invoices by major cost categories to Partner twice each academic semester.

PARTNER agrees to:

1. Provide an assistantship to fund the Student Professional Service Assistant beginning and ending as outlined in Appendix A. Partner agrees that it may not require the PSA to work more than 20 hours per week or 720 hours per academic year. The Student Professional Service Assistant will be supported at \$23,000 for the academic year.
2. Pay LSU the total amount as outlined in Appendix A in four equal payments upon invoice sent to the Partner by LSU twice each academic semester.
3. Provide professional level work assignments for the Student Professional Service Assistant.
4. Inform the Program Director of the Graduate School of any scheduling and/or performance problems experienced in connection with the Student Professional Service Assistant's efforts.
5. Schedule Student Professional Service Assistant's efforts for the Partner on Monday through Friday, or during any other compatible time during the academic year.
6. Provide the Program Director of the Graduate School a summary report of Student Professional Service Assistant performance at the end of the academic year.
7. Not bind the Student Professional Service Assistant to any confidentiality agreement and will work with LSU to secure any confidentiality agreement as further outlined in the Confidentiality section below.

STUDENT PROFESSIONAL SERVICE ASSISTANT agrees to:

1. Provide professional level assistance and effort to the Partner. The student understands that the Partner may not obligate the student to work more than 20 hours per week or 720 hours per academic year. The stipend is based on a fixed rate. If the student chooses to work more than 20 hours per week, the stipend will not be increased. If the student works less than 20 hours per week, it will be reduced.
2. Be responsible for transportation to and from the Partner.

3. Repay LSU any tuition support if you should discontinue your assistantship before the termination date or withdraw from LSU. The Student Professional Service Assistant will become responsible for payment of full tuition at the resident rate, whichever is applicable. Any debt owed to LSU, including, but not limited to, unearned salary/benefits/reimbursements, tuition and fees, payment of fines, fees, and penalties, shall be recovered through payroll deduction. Any delinquent debt shall be placed with the Attorney General's Office for collection in accordance with the State of Louisiana guidelines. Collection/attorney fees in the amount of 25% of the unpaid debt and all court costs shall be the obligation of the employee.
4. Provide a biweekly report to the PSA program leadership summarizing the recent activities performed and future goals.
5. When applicable, be responsible for meeting international services requirements for employment.

LSU, PARTNER, and the STUDENT PROFESSIONAL SERVICE ASSISTANT agree to:

1. Individually and collectively execute, expedite, and fulfill the conditions of this Agreement and the mutually composed Appendix A in the best interests of the Partner, the Student Professional Service Assistant, and LSU.
2. Mutually negotiate a revised and/or amended Appendix A should Partner requirements, Student Professional Service Assistant availability, or LSU's conditions significantly change during the term of this Agreement.

INTELLECTUAL PROPERTY:

LSU shall own each invention that is conceived solely by the PSA student and/or other LSU personnel. The Partner shall own each invention that is conceived solely by one or more Partner employees. LSU and Partner shall jointly own an invention that is jointly conceived by the PSA student, other LSU personnel and by one or more Partner employees. Conception of an invention shall be determined in accordance with United States patent law.

CONFIDENTIALITY:

Does the Partner intend to share confidential information with the PSA student and/or other LSU personnel?

Yes No

Does the PSA student and/or other LSU personnel intend to share confidential information with the Partner?

Yes No

If the answer to either of the two questions above is "Yes", LSU and the Partner will execute a confidentiality agreement using the template contained in Appendix B.

PUBLICATIONS:

Whereas LSU is an institution of higher education, and whereas the freedom to publish is of cardinal importance to universities and to their personnel including the PSA student, it is understood that LSU, the PSA student and other LSU personnel shall be free to make such publications as they see fit concerning the Project or the professional service.

EXPORT CONTROLS:

As an institution of higher education with many foreign employees, students and visitors, LSU intends to conduct the Project as fundamental research under U.S. export regulations. Accordingly, Partner warrants that it will not transfer any export-controlled materials or information to LSU.

TERMINATION:

This Agreement may be terminated by any party at any time providing written notice to the other parties before thirty days prior to the termination date. On termination for any reason LSU will provide the Partner with a summary of expenditures incurred up to the effective date of termination. Partner will pay LSU for all costs incurred up to the date of termination including any non-cancellable commitments.

INDEMNIFICATION:

Each party agrees to be responsible for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law.

MODIFICATIONS AND AMENDMENTS.

No modification or amendment of this Agreement shall be valid unless made by an instrument in writing signed by LSU and Partner.

ENDORSEMENTS:

DATE: _____

STUDENT PROFESSIONAL SERVICE ASSISTANT: _____

Signature

PROJECT DIRECTOR: _____

Partner NAME: _____

(Please Print or Type)

Partner ADDRESS: _____

E-MAIL ADDRESS: _____

Partner TELEPHONE NUMBER: _____

Partner FAX NUMBER: _____

Partner COORDINATOR: _____

Name of Direct Supervisor (please print)

Signature

LOUISIANA STATE UNIVERSITY: _____

Department Chair/Graduate Advisor

Graduate School Official

The terms and conditions contained herein and in the following Appendix constitute the entire Agreement between LSU and Partner.

IN WITNESS WHEREOF, the Authorized Representatives of Partner and LSU have executed the Agreement on the dates noted below.

Partner

**Board of Supervisors of Louisiana State University
and Agricultural and Mechanical College (LSU)**

BY: _____

BY: Darya Courville
Executive Director
Office of Sponsored Programs

Date: _____

Date: _____

APPENDIX A

**LOUISIANA STATE UNIVERSITY
STUDENT PROFESSIONAL SERVICE ASSISTANTSHIP AGREEMENT**

STUDENT'S NAME _____

STATEMENT OF GENERAL SERVICES TO BE PROVIDED AND DUTIES TO BE PERFORMED

*(Please list the **variety** of job tasks to be performed and details for each task)*

Scope of Work:

<<TBD>>

Project Start Date: <<TBD>>

Project End Date: <<TBD>>

Cost Breakdown:

In accordance with the table below, the total cost to Partner shall be <<\$XX.XXX>>. This amount shall be paid to LSU in four equal installments upon invoice.

Intern Salary - \$2,556 a month (\$23,000 total for a 9-month academic appointment)

Tuition Remission (38%) - \$8,740

F&A Costs: Varies depending on Sponsor and Project Type

Total Costs:

| Stipend | Tuition Remission | Sponsor | Project Type | Rate | F&A | Total Costs |
|----------|-------------------|----------------------------|----------------|------|----------|-------------|
| \$23,000 | \$8,740 | Federal / For Profit/Other | Research | 50% | \$11,500 | \$43,240 |
| \$23,000 | \$8,740 | | Instruction | 49% | \$11,270 | \$43,010 |
| \$23,000 | \$8,740 | | Public Service | 35% | \$8,050 | \$39,790 |
| \$23,000 | \$8,740 | | Off-campus | 26% | \$5,980 | \$37,720 |
| \$23,000 | \$8,740 | State /Local | Research | 26% | \$5,980 | \$37,720 |
| \$23,000 | \$8,740 | | Instruction | 26% | \$5,980 | \$37,720 |
| \$23,000 | \$8,740 | | Public Service | 26% | \$5,980 | \$37,720 |
| \$23,000 | \$8,740 | | Off-campus | 26% | \$5,980 | \$37,720 |

*F&A is waived for funded externships where a student is required to complete a certain number of practicum hours at an off-site facility as part of their program of study. Documentation must be provided that the student is enrolled in a catalogued assistantship course.

APPENDIX B

Upon determination that a confidentiality and non-disclosure agreement is needed for this program, Partner and/or LSU Graduate School personnel will contact LSU Office of Innovation & Technology Commercialization (ITC) to request LSU and Partner execute a CDA. The CDA will be substantially of the form indicated below. If Partner desires to use its CDA documents, LSU ITC will review and approve if in alignment with LSU Rules, Regulations, Bylaws, Policies, and Procedures.

Please send request to itc@lsu.edu.

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CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Agreement, effective <<MONTH>>, 20<<##>>, between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("LSU"), as represented by Louisiana State University and Agricultural & Mechanical College, a component of the LSU System, and <<PARTNER NAME>>, having a principal place of business at <<PARTNER ADDRESS>> ("Partner") (collectively, the "Parties") constitutes the terms under which the parties will disclose certain proprietary and confidential information and materials under the terms and conditions as set forth herein.

1. The Parties' primary contacts for disclosing or receiving confidential information are:

| Partner | LSU |
|---|--|
| <<CONTACT NAME>> <<CONTACT ADDRESS>> <<CONTACT EMAIL>> <<CONTACT PHONE>> | <<PSA Student NAME>> <<PSA Student ADDRESS>> <<PSA Student EMAIL>> <<PSA Student PHONE>> <<Project Director NAME>> <<Project Director ADDRESS>> <<Project Director EMAIL>> <<Project Director PHONE>> |

2. The "Confidential Information" to be disclosed under this Agreement is described as:
Information from LSU:

<<<INSERT INFORMATION HERE>>>>

Information from **Partner** :

<<<INSERT INFORMATION HERE>>>>

3. The sole purpose of this disclosure is to allow the PSA Student to perform a research Project or provide the professional service as further described in Student Assistantship/Externship Agreement
4. The Parties agree that neither party nor its officers, directors, or employees, except to the extent authorized by the disclosing party in writing, will use such Confidential Information for any purpose other than this purpose, and in particular shall not use this Confidential Information in any commercial activity without the disclosing party's prior, express,

written consent.

5. A party receiving confidential information (the “**Recipient**”) shall limit disclosure of the Confidential Information to those of its officers, directors, or employees whom Recipient considers necessary to complete the assessment or to engage in discussions, consultations or negotiations concerning the Confidential Information, and whom agree to abide by the obligations under this Agreement.
6. A Recipient shall, for a period of three (3) years from the date of initial disclosure of Confidential Information, maintain the Confidential Information so disclosed as confidential and refrain from disclosing it to others.
7. The time period of disclosure of information to Recipient under this Agreement shall expire 18 months from the effective date, regardless of when the document was fully signed. The obligations of non-disclosure and non-use shall survive in accordance with the time period set forth in Paragraph 5 above.
8. Such Confidential Information shall be disclosed in writing or other tangible form and marked as “Confidential”, or if disclosed orally, shall be identified in writing or other tangible form and marked “Confidential” within thirty (30) days of disclosure and a copy of the information thus marked is delivered to the receiving party.
9. No obligation of confidentiality shall exist as to such proprietary and confidential information and material that: **(a)** at the time of receipt is public knowledge, or after receipt becomes public knowledge through no act or omission of Recipient; **(b)** was known to Recipient as evidenced by written records prior to the disclosure; **(c)** is received from a third party who did not, directly or indirectly, obtain the information or material from the disclosing party; **(d)** is independently developed by Recipient as evidenced by written records, or **(e)** is required to be disclosed by a court or government agency, provided that the disclosing party is given reasonable notice and opportunity to contest the required disclosure.
10. Any and all proprietary written materials or other information in tangible form, including all copies thereof, received by Recipient shall, upon request, be immediately returned to the disclosing party.
11. In the event that a Recipient or any of its officers, directors, or employees breach the obligation of confidentiality contained herein, they will be liable to the disclosing party, not only for damages arising out of such breach, but also for reasonable attorney's fees and reasonable costs incurred in enforcing the obligations of this Agreement.
12. All Confidential Information is provided “AS IS”, without warranty or guarantee of any kind as to its accuracy, completeness, operability, fitness for a particular purpose, or any other warranty, express or implied. Neither party shall be liable to the other for any damages, loss, expense or claim of loss arising from use or reliance on the Confidential Information of the other.
13. It is understood that no patent license or other license is granted to a Recipient by this Agreement, and that the disclosure of proprietary and confidential information and materials shall not result in any obligation to grant the Recipient any rights in the subject matter disclosed.

14. This Agreement shall be construed according to the laws of the State of Louisiana.
15. This Agreement is not a joint research agreement under the CREATE Act and neither Party shall use this Agreement to invoke the CREATE Act (pursuant to 35 U.S.C. §103(c)) during patent examination to overcome prior art rejections.
16. Notwithstanding any other provision of this Agreement, the parties understand and agree that they are subject to, and agree to abide by, any and all applicable United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities. As an institution of higher learning, LSU performs fundamental research that is exempt from export control licensing under applicable export control laws, and retains its right to publish its research. Partner agrees that it will not transfer its confidential export-controlled information to LSU except as may be knowingly and expressly agreed to in writing by LSU's authorized export control representative, and for which LSU has made specific arrangements. Partner agrees that it will not provide or make accessible to LSU any confidential export-controlled materials (including, without limitation, equipment, information and/or data) without first informing LSU of the export-controlled nature and classification of the materials, and obtaining LSU's prior written consent to accept such materials. LSU's consent shall be contingent upon Partner's ability to obtain the required licenses, if necessary, or establish its qualification for any available exemptions or exceptions under applicable U.S. export control regulations.
17. Any notices or written information pursuant to this Agreement shall be sent to the following addresses:

| PARTNER | LSU |
|---|---|
| << PARTNER NAME>> << PARTNER ADDRESS>> << PARTNER CONTACT EMAIL>> << PARTNER PHONE>> | Andrew J. Maas, Associate Vice President for Research Louisiana State University Office of Innovation & Technology Commercialization 8000 Innovation Park Dr, Baton Rouge, LA 70820 |

18. This Agreement is not final until signed by all individuals indicated below. In the event an agreement is later negotiated with LSU concerning the disclosed subject matter or any other subject matter, Partner understands that the agreement will not be final, and will not be binding on either party, until reduced to writing and signed by both: (1) an individual authorized to sign on behalf of Partner, and (2) an authorized LSU official.

**BOARD OF SUPERVISORS OF
LOUISIANA STATE UNIVERSITY
AND AGRICULTURAL AND
MECHANICAL COLLEGE**

PARTNER

Signature

Andrew J. Maas
Associate Vice President for Research
Office of Innovation & Technology
Commercialization

Date

Signature

Date

While not party to the Agreement, undersigned has read and understands his/her obligations as an LSU employee to abide by the terms herein:

Student Professional Service Assistant

Date

Project Director

Date