

**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 developed consists of a playable demonstration of a single-player digital game, currently hosted on the webpage: <https://highersunstudios.com/CollegeSimulator>. The game objective challenges players to maintain their GPA and wellness while managing their day-to-day finances and balancing college life's competing academic and social demands.

The digital game includes:

1. An onboarding survey in which the player:
  - a. Selects from a list of six major groupings;
  - b. Enrolls in a specified number of credits (ranging from 6-15); and
  - c. Identifies the number of work hours per week
  - d. Reads through a tutorial of basic game mechanics
2. A virtual campus for the player to navigate. The campus includes buildings, green spaces, and residences at a mythical university. Rendering includes camera angles for different vantage points for campus and lighting that changes over time.
3. A stats bar within the virtual game that displays:
  - a. Passage of time
  - b. Engagements, in the form of a schedule, that a player has as a result of onboarding survey responses
  - c. GPA – a score determined by time spent in academic pursuits
  - d. Wellness – a combination score based on obtaining adequate sleep, interacting socially, and caring for one's physical health.
  - e. Income – a number that reflects any in-game money the player earns
  - f. Expenses – a number that reflects any costs the player incurs

4. Coding (built on the Unity game engine under the private repository “College-Simulator” and project CollegeSimulator) that enables the following:
  - a. Save system – such that players may return to their game in progress
  - b. Player location data
  - c. Day night cycle
  - d. Engagement import script that connects with engagement spreadsheet
5. Engagement spreadsheet – details all academic and social engagements that comprise the ‘story’ of the campus experience to date.
6. Design Assets for Unity including:
  - a. PolygonCity
  - b. PolygonNature
  - c. PolygonSciFiSpace
  - d. PolygonTown
  - e. ProCore
  - f. TextMesh Pro
  - g. Leen Tween
7. Animated NPCs - characters have navigation meshes as well as animations corresponding to idle activities
8. Coding mini-game – an alpha prototype of a mini-game that challenges players to code the navigation of a simple computer-based AI through a maze of hazards.

This playable demo is the result of collaborative work between Dr. Tricia Seifert (MSU) and the contracted services for game development provided by Higher Sun Studios (Feb 9, 2021 through June 30, 2021) and Austin Boutin (January 24, 2020 through termination of contract on Sept 16, 2020). Funding was obtained through the MSU Office of the President.

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

- Dr. Tricia Seifert
  - Lead Inventor/Creator of intellectual property
  - Professor, Adult & Higher Education, MSU

The MSU Office of Research Compliance is working with Dr. Tricia 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  
 610 S. 7<sup>th</sup> Avenue, Apt. A  
 Bozeman, MT 59715

**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.

**e. 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 wishes to license the intellectual property referenced above that are wholly owned by MSU. Negotiations are currently underway between Success Prints, LLC and the MSU Technology Transfer Office ("TTO"). TTO expects to execute a license agreement sometime in the next year.

**f. The proposed duration of the agreement or arrangement.**

20 years

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

MSU will use the following standard agreement termination conditions:

1. If Success Prints, LLC does not make a payment due and fails to cure such nonpayment within 45 days after the date of notice in writing of such nonpayment by MSU.
2. If Success Prints, LLC shall become insolvent, shall make an assignment for the benefit of creditors, or shall have a petition in bankruptcy filed for or against it. Such termination shall be effective immediately upon MSU giving written notice to Success Prints' representative liaising with MSU's TTO.
3. If an examination by MSU's accountant shows an underreporting or underpayment in excess of five percent for any twelve-month period
4. If Success Prints, LLC fails to satisfy the performance milestones.
5. Without the obligation to provide notice, if a third party files a claim, including in any way the assertion that any portion of the copyrighted works is invalid or unenforceable where the filing is by the third party.

All License Agreements (and possible future licenses as provided for by Option Agreements) issued by the MSU Technology Transfer Office in which the inventor seeks business participation are contingent upon this BOR 407 approval. This is stated in the License Agreement.

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

- a. The IP owned by MSU under the negotiated license with Success Prints, LLC provides MSU with annual maintenance and sublicensing fee income and royalties will generate revenue upon successful commercial development of the technologies
- b. Technical advances in the field with public and private contribution provides both academic and economic development
- c. Collaborative research opportunities for Montana State University and its students
- d. This BOR 407 provides benefit through the amplification of the research being commercialized.

**4. 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.**

Dr. Tricia Seifert, initially, conceived of the video game, designed all its functional elements, and has managed the software development efforts.

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

The license agreement will set performance milestones for sales of the licensed technology, as well as annually due sales and marketing reports. There is no way to determine anticipated revenue at this early stage.

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

Royalty revenues will be shared by MSU and the inventors after payment of a development fee to MSU and collection of any unreimbursed patent costs, if any. All expense information will be detailed in the confidential agreement language.

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

Dr. Tricia Seifert is the sole owner/member of Success Prints, LLC.