

Senior Design Project Agreement –Exclusive Rights

THIS SENIOR DESIGN PROJECT AGREEMENT, (the “Agreement”) is made between [enter company’s name] (“Sponsor”) and the Board of Governors of Colorado State University, acting by and through Colorado State University, Fort Collins, a public institution of higher education created under the constitution and laws of the State of Colorado (“University”).

RECITALS

A. Sponsor desires to support the educational mission of the University and to involve University students with work to be performed by those enrolled in the year-long Mechanical Engineering senior capstone design experience MECH486a-b (“Academic Courses”), on a project to be proposed by Sponsor and accepted by the University.

B. University desires to accept Sponsor’s support as a means of offering students: (i) the opportunity to work on mechanical engineering issues of current interest to industry, (ii) the opportunity to interact with industry scientists and engineers, and (iii) the opportunity to be considered for employment by Sponsor.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties hereto agree as follows:

Article 1 — Proposed Arrangement

1.1 University will designate enrolled students who will receive academic credit for their good faith efforts towards working on a two semester-long engineering design, analysis, testing and realization project developed by Sponsor and accepted by University. (“Course Project”).

1.2 Course Project shall be under the direction and supervision of the Academic Courses management team and the designated Sponsor Technical Advisor (2.3 below).

1.3 Sponsor acknowledges that the students doing the primary work on the Course Project are doing so for academic credit only and are not officers, agents or employees of the University. Furthermore, the Sponsor acknowledges that the students are not regular full-time employees of the Sponsor’s company. The work will be performed primarily at the University facilities.

1.4 Work on the Course Project will only be done as part of the above-described Academic Courses. University shall not assign or subcontract the Course Project to a third party without written authorization from Sponsor.

Article 2 — Sponsor Requirements

2.1 Sponsor agrees to pay to University a fee chosen from the Course Fee support table found in appendix A to share in the administrative and logistical costs of the Academic Courses (“Fee”). Sponsor shall pay the Fee upon execution of this Agreement and within 30 days of the receipt of an invoice from University unless other arrangements are made and are incorporated into this agreement. Fee is subject to change on an annual basis in order to reflect the real cost of administering Course Projects.

2.2 Sponsor agrees to pay the costs of Course Project realization (“Costs”), such as:

- (a)) hardware and/or software components for the project;
- (b) out-of-town travel by students at the request of the Sponsor.

In consultation with University, Sponsor will work with student Course Project team to establish costs. Sponsor may choose to pay Costs through Sponsor’s own purchasing mechanism, or pay to University to distribute to Course Project team, or a combination thereof.

2.3 Sponsor shall provide a qualified engineer or technical manager to serve as Technical Advisor to the student Course Project team. Technical advisor shall meet with the student team once each week to review the work of the team to help guide the project.

Article 3 — Term

3.1 This Agreement is effective as of [enter date] and shall terminate with the completion of the Academic Courses and Course Projects unless a subsequent time extension or modification is mutually agreed upon in writing or by virtue of 3.2 below.

3.2 It is the intent of the University to provide the Academic Classes on an annual basis. The University will send out a notice on an annual basis announcing the Academic Classes and offering our industry partners the opportunity to support Course Projects with the established Fee for the new academic year. If the Sponsor agrees to continue to support the Course Projects through the Academic Classes, the parties agree that this Agreement may be modified on an annual basis to incorporate the new Course Projects and annual Fee by the mutual written agreement of the parties.

Article 4 — Reporting Requirement

The University and the students working on the Course Project will provide Sponsor’s Technical Advisor with reports on the progress of the Course Project minimally in accordance with the following schedule:

- An formal oral presentation each semester.
- Final written report each semester.
- Engineering Days public oral presentation and poster session (E-Days is a College of Engineering celebration held in April)

Article 5 — Equipment and Other Property

5.1 All equipment, or other property purchased by University during the term of this Agreement shall become the property of University upon acquisition.

5.2 All prototype hardware and associated documentation resulting from work on Course Project will become the property of Sponsor after the course has concluded if desired. The Sponsor will provide a written request for such.

Article 6 – Intellectual Property

6.1 Definitions

“Intellectual Property” includes: a) inventions conceived in enough detail to be made and used by others skilled in the art and without undue experimentation (“Inventions”), and b) original works of authorship fixed in a tangible medium of expression (“Works”) if such Inventions and Works are created under the Course Project.

“Background Intellectual Property” shall mean all intellectual property owned or controlled by either the Sponsor or University prior to this Agreement or contemporaneously with this Agreement but not arising from the performance of the Course Project or this Agreement. Each shall retain all right, title, and interest in its own Background Intellectual Property, except as otherwise provided herein.

“New Intellectual Property” shall mean all Intellectual Property conceived or first reduced to practice or made during the performance of Work under this Agreement by the Student(s) working on the Course Project.

6.2 Intellectual Property is owned by the inventors and authors who created it, as determined by United States patent and copyright law. At the request of the Sponsor, University shall obtain from each student in the Course Project who may contribute to the creation of New Intellectual Property an agreement to assign all right, title and interest to such New Intellectual Property to the University at the beginning of the Course, including, but not limited to patent rights and copyrights. The University shall then assign all rights, title and interest to New Intellectual Property and all research reports and/or information generated under the Course Project by the student to the Sponsor at the end of the Course Project. Students unwilling to assign their Intellectual Property rights to the University will be placed on teams working on projects that do not have this requirement.

6.3 University will notify Sponsor of New Intellectual Property created by students in the performance of the Course Projects.

6.4 Nothing contained in this Agreement shall be construed as one party granting to the other party an actual or implied license or a license by estoppel, under any Intellectual

Property or Background Intellectual Property of the other party except as expressly provided in this Agreement.

Article 7 — Publications and Confidentiality

7.1 Each party has the right to publish its own Works. Each party must submit an advance copy of any Work it plans to publish arising from the Course Project to the other party at least thirty (30) days prior to the planned publication date, for the purposes of reviewing the publication to ensure that the publication would not inadvertently divulge proprietary information of either party and to ensure that the publication would not compromise patent rights.

7.2 Sponsor is advised of the planned public disclosure of project accomplishments on the 3rd Friday of April each year – Engineering Days (Article 4). Sponsor is encouraged to file for intellectual property protection before that date if such is desired.

7.3 With the exception of Engineering Days, either party may delay publication of a Work arising from the Course Project by submitting a written request to the other party. Upon receipt of such a request, the receiving party will delay publication for thirty (30) days beyond the thirty (30) day review period provided for in paragraph 7.1. Additional delays may be granted if agreed to in writing by both parties. Publication shall not be delayed by more than six months from the time of receipt of such materials.

7.4 Any Sponsor proprietary or confidential information required for the Course Project (“Sponsor Proprietary Information”) will be transferred under a separate Proprietary Information Disclosure Agreement under which students and course instructors will agree not to inappropriately disclose Sponsor’s Proprietary Information. This may be achieved by requiring the affected parties to execute the Sponsor’s Mutual Non-Disclosure Agreement prior to starting work.

7.5 It is understood that the University is a public institution of higher education of the State of Colorado and as such is subject to the Colorado Public Records Act, § 24-72-101 *et seq.*, The University’s obligations under the Colorado Open Public Records Act supersede its obligation under this Agreement.

Article 8 — Implementation of the Subcontract through a Purchase Order

This Agreement is governed entirely by the terms and conditions herein. Terms and conditions which may be set forth (front, reverse, attached or incorporated) in any purchase order issued by Sponsor in connection with this Agreement shall not apply, except for informational billing purposes; i.e., reference to purchase order number, address for submission of invoices, or other invoicing items of a similar informational nature.

Article 9 – General

9.1 Each party agrees to be responsible for the negligent acts or omissions of its officers, agents or employees. It is specifically understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by University of its governmental immunity or of the sovereign immunity of the State of Colorado, as an express or implied acceptance by University of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et seq.*, as a pledge of the full faith and credit of the State of Colorado, or as an assumption by the University of a debt, contract or liability of the Sponsor in violation of Article X1, Section 1 of the Constitution of Colorado.

9.2 The results of the work performed by students under a course project are provided “as is”. The University makes no representation or warranty as to accuracy, completeness, merchantability, or fitness for any purpose or condition including freedom from any patent, copyright, or other intellectual property infringement with respect to the work results, whether written or oral, statutory, expressed or implied.

9.3 This Agreement shall be interpreted and the rights of the parties determined under the laws of the State of Colorado.

9.4 This terms of this Agreement may be amended at any time by the mutual written consent of the parties.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year written below.

Sponsor

Name: _____

Title: _____

Date: _____

Mechanical Engineering Senior Design Faculty Coordinator

Name: _____

Title: _____

Date: _____

**The Board of Governors of Colorado State University acting by and through
Colorado State University**

Name: _____

Title: _____

Date: _____

APPENDIX A – Minimal Course Fee Support for 2017/2018 Academic Year

(ref: 2.1)

Required Course Fee	
\$10,000	All companies (includes \$5500 to support the course administration and up to \$4500 in direct project purchases)
\$10,000+	If the estimated project costs exceed the expected minimum fee