SENIOR DESIGN PROJECT GIFT AGREEMENT

The following Senior Design Project Gift Agreement, (the “Agreement”) is made by and among **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (the “Donor”), **Colorado State University** (the “University”), and the **Colorado State University Foundation** (the “Foundation”). The Foundation is a Colorado non-profit corporation that is organized to support the University by receiving, managing, and investing gifts made for the benefit of the University. It is understood that, as an organization separate from the University, the Foundation will be responsible for the fiduciary requirements of the gift, while the University, as the beneficiary of the gift, will assume responsibility for compliance with the gift agreement and senior design project terms, including but not limited to, the publication, reporting, intellectual property, and confidentiality terms.

## **RECITALS**

The Donor wishes to make a charitable gift to the University to support the educational mission of the University and to involve University students with work to be performed on a project to be proposed by Donor and accepted by the University. The University desires to accept such gift, subject to the terms and conditions set forth in this Agreement.

## **AGREEMENT**

**Article 1 — Proposed Arrangement**

* 1. University will designate enrolled students who will receive academic credit for their good faith efforts towards working on a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (course number / project title) developed by Donor 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 (2.4 below).

1.3 Donor acknowledges 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 Donor acknowledges the students are not regular full-time employees of the Donor’s company. The work will be performed primarily at 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.

**Article 2 — Donor’s Commitment**

2.1 Donor commits to the University to make the following gift: $\_\_\_\_\_\_\_\_\_\_. Donor shall pay this gift to the Foundation (for the benefit of the University) via check, electronic funds transfer, or other methods acceptable to the Donor, the University, and the Foundation.

2.2 Donor’s gift shall be used for support of student projects in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Department, not necessarily limited to the Donor’s Course Projects.

2.3 Donor may choose to donate equipment for use by the Course Project Team.

2.4 Donor may 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**

3.1This Agreement is effective as of \_\_\_\_\_\_\_\_\_\_ (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 industry partners the opportunity to support Course Projects for the new academic year. If the Donor agrees to continue to support the Course Projects through the Academic Classes, the parties will complete a new gift agreement.

**Article 4 — Reporting**

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

* A formal oral presentation each semester.
* Final written report each semester.
* Engineering Days public oral presentation and poster session 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 the University.

# 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”).

“Background Intellectual Property” shall mean all Intellectual Property owned or controlled by either the Donor 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     All New Intellectual Property resulting from work on Course Project will become and remain the property of the students working on the Course Project.

**Article 7 — Publications and Confidentiality**

7.1 University and Donor each have the right to publish or otherwise promote and publicize any Works or portions thereof. Such a party must submit an advance copy of any such publication or promotion 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 any party, to ensure that the publication would not compromise patent rights, and to ensure that such publication would not cause undue confusion or misrepresentation about the nature or ownership of the Works.

7.2 Donor is hereby advised of the planned public disclosure of Works and project accomplishments to be presented at Engineering Days (Article 4).

7.3 Pursuant to paragraph 7.1, except for Engineering Days, either such party may delay publication of Works 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 Donor proprietary or confidential information required for the Course Project (“Donor Proprietary Information”) will be transferred under a separate Proprietary Information Disclosure Agreement under which students and course instructors will agree not to inappropriately disclose Donor Proprietary Information. This may be achieved by requiring the affected parties to execute the Donor’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 – General**

8.1 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 Donor in violation of Article X1, Section 1 of the Constitution of Colorado.

8.2 Works created 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.

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

8.4 The 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.

**Donor Contact**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Colorado State University Foundation**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Colorado State University**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_