

CAPSTONE/SENIOR DESIGN PROJECT SPONSOR AGREEMENT

*** Standard Agreement for All Industry Sponsors – Not Negotiable ***

THIS CAPSTONE/SENIOR DESIGN PROJECT SPONSOR AGREEMENT ("Agreement") is entered into as of _____ 20____, by and between _____, a corporation whose principal place of business is located at _____ ("Company"), and University of Washington through its _____ whose principal place of business is located at _____ ("University").

RECITALS

A. Company collaborates from time to time with institutions to have projects performed by students as part of course requirements.

B. University desires to coordinate projects performed by its students for Company and Company is interested in having University's students work on Company sponsored projects.

AGREEMENT

In consideration of the foregoing and the mutual covenants contained in this Agreement, the parties agree as follows:

1. Student Project. A student project ("Project") description is provided as Exhibit A.

2. Company Obligations.

2.1 Project Fee. Company agrees to provide the non-refundable sum of \$_____ USD as a Project Fee which shall be due and payable upon the signing of this Agreement by both Parties.

2.2 In-Kind Support. Any specialized equipment or project specific supplies needed to complete the Project and listed on Exhibit A will be due from Company at the initiation of the Project.

2.3 Additional Expenses. The Parties may on a case-by-case basis mutually agree to the Company paying additional amounts for expenses or equipment not anticipated at the beginning of the Project.

2.4 Company Liaison. Company shall provide a liaison identified in Exhibit A that will be available to interact with students participating in the Project ("Students") for a minimum of one hour per week. If for any reason the liaison becomes unavailable to participate in the Project, Company shall promptly provide a replacement of similar expertise.

3. Intellectual Property

3.1 Definitions. "Intellectual Property" (or "IP") means rights in any inventions, discoveries, patents, or works of authorship. "Project IP" means IP arising out of and directly related to performance of the Project, excluding scholarly publications, presentations, theses and dissertations, the rights to which are retained by the authors. "Company Project IP" means Project IP owned or controlled by Company.

“University Project IP” means Project IP owned or controlled by University. **“Student Project IP”** means Project IP owned or controlled by a Student.

3.2 Project IP Ownership. All rights and title to Project IP will be determined according to United States intellectual property laws, and will belong to the creator, author, or inventor unless such creator, author, or inventor has an obligation to assign ownership to University or to Company pursuant to an employment agreement.

3.3 Licenses to Company for University Project IP and Student Project IP. University hereby grants to Company a non-exclusive royalty free license (**“NERF License”**) to use University Project IP for any purpose, including but not limited to the sublicensable right to make, use, sell, import, reproduce, distribute, create derivative works, display, and perform. University agrees to require any student participating in the Student Project to execute a Participation Agreement in the form attached hereto as Exhibit B and containing a NERF License for Company’s benefit to Student Project IP.

3.4 Company Intellectual Property; No Implied Licenses. Company Project IP is not subject to the terms and conditions of this Agreement. Except as expressly provided in this Agreement, each party retains all rights in its Intellectual Property.

4. Confidential Information

4.1 Company Confidential Information. University will safeguard Company Confidential Information (see definition below) with the same standard of care that University safeguards its own confidential information of similar value but no less than a reasonable standard of care. The term **“Company Confidential Information”** means all information and tangible materials that Company safeguards from disclosure outside of Company that is marked “Confidential” or, if orally disclosed, confirmed at the time of disclosure that it is confidential and confirmed in writing to the recipient within thirty (30) days of disclosure. Said Company Confidential Information will be held in confidence for a period of two (2) years after the date of disclosure. However, Company Confidential Information shall not include any information that (i) the University can show by reasonable documentary evidence was already in University’s lawful possession at the time of disclosure by Company, (ii) is or later becomes, through no act on the part of University, generally available to the public, (iii) was disclosed to University by an individual who at the time of disclosure had no duty of confidentiality to Company, or (iv) is subject to disclosure under operation of law.

4.2 Access to University Information. University is an agency of the state of Washington and is subject to the Washington Public Records Act, RCW 42.56 et seq. (“Act”), and no obligation assumed by University under this Agreement will be deemed to be inconsistent with University’s obligations as defined under the Act and as interpreted by University in its sole discretion. If University receives a request for public records under the Act for documents containing Company Confidential Information, and if University concludes that the documents are not otherwise exempt from public disclosure, University will provide Company notice of the request before releasing such documents. Such notice will be provided in a timely manner to afford Company sufficient time to review such documents and/or seek a protective order, at Company’s expense utilizing the procedures described in RCW 42.56.540. University will have no other obligation to protect Company Confidential Information from disclosure in response to a request for public records.

4.3 Students and Confidential Information. Both Parties acknowledge that University will have students working on the Project. If a Student graduates, leaves the Project, or leaves University for any reason prior to the expiration of the confidentiality obligation defined in this Agreement, University shall remind the Student, at the time of his or her graduation or departure, of his or her obligations with respect to Confidential Information, and ask the Student to return to Company any Company Confidential Information, or to destroy such Company Confidential Information. University will have no ongoing liability for disclosure of Confidential Information by the Student after the Student's graduation or departure.

5. Publications.

5.1 Publication. Publication of results is of fundamental importance to University, its students, faculty members and their teaching programs. Subject to the confidentiality obligations defined in this Agreement, and to Company's pre-publication review right provided in section 5.2 below, University and its faculty and students have the right to publish results in recognized scientific journals and conference proceedings and presentation at conferences and other technical meetings.

5.2 Company Review Right. Where results will be published external to University, a copy of such publications will be sent to the Company thirty (30) days in advance of submission for publication for review and comment.

6. Use of Names.

6.1 The Parties' Names. Neither party will use the name of the other party, or the name of any employee of the other party, in any publicity, advertising, or news release without the prior written approval of an authorized representative of the other party. Company will not under any circumstances advertise or otherwise state or imply that University has tested and/or approved any product or results developed in the Student Project.

6.2 Students' Names. With regard to students, neither party will use the name of any student participant in the Project in any publicity, advertising, or news release without the prior written permission from the student. For the avoidance of doubt, this paragraph does not in any way restrict any use of Company's or University's name in any student report or poster related to the Project.

7. Disclaimer and Release; Limitation of Liability; Indemnification

7.1 Disclaimer and Release. COMPANY UNDERSTANDS THAT THE STUDENT PROJECT MAY OR MAY NOT RESULT IN SPECIFIC DELIVERABLES AND THOSE DELIVERABLES, IF ANY, ARE PROVIDED TO COMPANY "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY HEREBY RELEASES UNIVERSITY AND ITS REGENTS, EMPLOYEES, AND STUDENTS FROM ANY CLAIMS RELATING TO ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES SUFFERED BY COMPANY AS A RESULT OF COMPANY'S USE OF ANY DELIVERABLES OR PROJECT IP.

7.2 Limitation of Liability for Confidential Information. COMPANY AGREES THAT UNIVERSITY'S AND ANY STUDENT'S LIABILITY TO COMPANY FOR A VIOLATION OF THE DUTY OF

CONFIDENTIALITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT COMPANY HAS PAID UNIVERSITY IN CONNECTION WITH THE PROJECT.

7.3. Indemnification. Company agrees to indemnify and defend University and Students from any claims arising from Company's use of any University Project IP or Student Project IP.

8. Term.

8.1 Term. The term of this Agreement shall be for twelve (12) months from the date first written above and is non-terminable by Company.

8.2 Crediting of Project Fee. If all student participation in project ends less than half way through the time allotted for the project, University will credit the Project Fee paid towards a project in the following academic year.

9. Miscellaneous

9.1 Notices. Any notice or other communication under this Agreement shall be given in writing and shall be deemed to be duly given only if delivered by hand with signature to confirm receipt or by reputable overnight courier service or if mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the applicable party at the address set forth below, or to such other address as either party advises the other party in writing.

Notices to Company

Notices to University

9.2 Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties, superseding all prior oral or written agreements, understandings and representations on the subject matter hereof; and there are no conditions affecting this Agreement that are not expressed herein. The provisions of this Agreement may be waived, modified or amended only by a written instrument signed by both parties.

9.3 No Waiver. The failure of either party to enforce at any time any of the provisions of this Agreement, or to require at any time performance by the other party of any of the provisions of this Agreement, shall in no way be construed to be a waiver of such provisions or the right of the party to thereafter enforce each and every such provision.

9.4 Severability. If a court of competent jurisdiction determines any provision(s) of this Agreement to be illegal, excessively broad or otherwise unenforceable, this Agreement shall be construed so that the remaining provisions shall not be affected but shall remain in full force and effect, and any such illegal, overbroad or unenforceable provision(s) shall be deemed, without further action by any person, to be modified and/or limited to the extent necessary to render the same valid and enforceable.

9.5 Governing Law; Venue. This Agreement will be construed under the laws of the state of Washington, excluding its conflict of laws principles. All disputes arising out of this Agreement are subject to the exclusive jurisdiction of the state and federal courts located in King County, Washington, and the parties hereby submit to the personal jurisdiction of the venue of those courts.

9.6 Counterparts. This Agreement may be executed electronically and in counterparts, each of which so executed will be deemed to be legally valid and such counterparts together will constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned have caused their duly authorized representatives to execute and deliver this Agreement effective as of the date and year first above written.

COMPANY INC.

("Company")

By:

Name:

Title:

UNIVERSITY of Washington

("University")

By:

Name:

Title:

Acknowledged (for _____)

By:

Name:

Title: Professor of

Exhibit A

University of Washington, Tacoma
School of Engineering & Technology
Senior Capstone Project Proposal

Project Title			
Academic Year		UW Lead Department	
Sponsor Name			
Sponsor Type	Industry	University	Government Non-profit
Project IP	Non-exclusive Exclusive		
Project Restrictions	US Citizen	ITAR	NDA
Sponsor Liaison		Sponsor Payment Contact	
Address		Address	
Phone		Phone	
Email		Email	
Sponsor Technical Mentor		UW Faculty Advisor	
Address		Department	
Phone		Phone	
Email		Email	
Total Project Fee	Project Fee: \$ Materials Fee: \$ Travel Fee: \$ Other Fee: \$		
Sponsor Resources/Facilities Provided			
UW Resources/Facilities Required			
Date submitted			
Anticipated Start		Anticipated	

Date		Completion Date	
Sponsor Liaison Signature			
Sponsor Mentor Signature			
UW Department Signature			
UW Faculty Advisor Signature			

Project Description and Scope (Non-Confidential)

NOTE: UW reserves right to publicly share Project Description and Scope information provided below.

Project Context, Motivation, and Relevance to Lead Department (Non-Confidential)

Project Design Parameters, Performance Criteria, Scope (Non-Confidential)

Desired Outcomes and Deliverables (Non-Confidential)

Project Discipline and Skills Structure			
Controls/Dynamics, Fluids, Plasma/Propulsion/Power, Structures, etc			
	Discipline	Required Disciplinary Role Skills	Desired Role Skills
1			
2			
3			
4			
5			
6			