CAPSTONE DESIGN PROGRAM
STUDENT PROJECT SPONSORSHIP AGREEMENT

This Student Project Sponsorship Agreement (“Agreement”) is entered into between
_________________________________________________________, with its principal address at
________________________________________________________, herein after referred to as “Sponsor”,
and The California State University Chico Research Foundation with its principal address at
Office of Research & Sponsored Programs, 25 Main Street, Suite 103, Chico, CA 95929 – 0870,
herein after referred to as “Research Foundation”. Each is a party to this agreement and are
collectively called the parties.

Background
California State University Chico’s Department of Mechanical and Mechatronic Engineering and
Sustainable Manufacturing (MMEM) Capstone Design Program Coordinator and assigned
Faculty Advisors have agreed to supervise students to undertake a project related to their
academic coursework beginning on effective date ____________, herein after referred to as
“Project”.

The Project is educational in purpose. The Research Foundation makes no warranties, express or
implied, as to the condition, accuracy, originality, merchantability, or fitness for purpose of any
products, processes or intellectual property developed in the program.

The Sponsor has identified the problem that forms the basis of the project and will provide
technical assistance throughout the project period. A base sponsorship fee of $______ is
charged for participation in the program. This fee supports fabrication and testing of project
hardware and products including for materials, supplies, services, travel costs, etc., in addition to
directly related administrative and personnel costs to operate the Capstone Design Program. In
cases where the sponsorship fee is insufficient to cover direct project expenses, the Sponsor, in
consultation with the Program Coordinator, may elect to provide additional funding for the
project and/or directly provide materials and supplies. All Project hardware or products becomes
the property of the Sponsor at the end of the Project period.

Intellectual Property
Intellectual Property in this agreement includes: patentable and non-patentable inventions,
designs, trademarks, works subject to copyright, trade secrets, and processes. The Sponsor shall
have rights of first refusal to solely own the intellectual property arising out of the Project.

Please check one of the following clauses:

☐  The sponsor elects to solely own the intellectual property arising out of the Project work.
All CSU Chico inventors of the claimed invention shall be acknowledged as inventors on
the filed patent application, and any resulting patent therefrom.

☐  The Sponsor does not elect to solely own the intellectual property arising out of the
Project work.
Notwithstanding the foregoing, California State University, Chico shall have a cost-free, permanent, world-wide license to utilize the following in the pursuit of the educational mission of California State University, Chico: any and all information, data, reports, documents, memoranda, work product, and intellectual property produced in connection with, or growing out of, the Project. The provisions of this Article shall survive any expiration or termination of this Agreement.

Proprietary Information
The parties acknowledge that in the course of participation in the project they may have access to certain trade secrets, copyrighted material or other proprietary information of each other’s organization, including processes, techniques, specifications, data, or know-how collectively referred to as “Proprietary Information.” The parties agree to preserve in confidence all Proprietary Information reduced to writing and marked as such for a period not to exceed three years.

Publication
The Advisors, Students, and Research Foundation at California State University, Chico shall be permitted to publish the results of any research performed under this Agreement, provided that (i) such publications are subject to the Proprietary Information clause of this Agreement and (ii) Sponsor shall have been furnished copies of any proposed publication or presentation at least thirty (30) days in advance of the submission of such proposed publication. Sponsor shall have thirty (30) days, after receipt of said copies to object to such proposed presentation or proposed publication, either because there is patentable subject matter that needs protection and/or there is proprietary or confidential information of Sponsor contained in the proposed publication. In the event that Sponsor makes such objection because of confidential or proprietary information, the Parties shall negotiate an acceptable version. Any publication arising from activities undertaken by virtue of and pursuant to this agreement shall clearly establish and identify the appropriate parties as the source of the publication.

With the exception of on-campus newsletters and reports, Research Foundation will not use the name of the Sponsor, or its employees or subcontractor of the Sponsor, in any publicity without approval of the Sponsor.

Requirement for Sponsor approval is waived if information is disclosed pursuant to an order of a court of competent jurisdiction, by operation of law, or a valid administrative or Congressional subpoena, provided that Research Foundation notifies and cooperates reasonably with efforts to contest or limit disclosure of such order, which efforts to contest or limit disclosure shall be the sole financial responsibility of the Sponsor.

Mutual Indemnity
Each party shall indemnify and hold harmless the other and the other party’s officers, employees, and agents from and against all loss, damages, costs, penalties, fines, claims, expenses (including attorney's fees) or liabilities by reason of any injury, sickness, disease or death of any person or damage to or destruction or loss of any property or for additional costs or delay arising out of, resulting from, or in connection with the indemnifying party’s performance of this agreement,
but only in proportion to and to the extent that the claim or loss are caused by the negligent act or omission of the indemnifying party or any of its officers, employees, agents, or subcontractors. For purposes of this section, Research Foundation as indemnitee is defined as The CSU, Chico Research Foundation, California State University, Chico, the Trustees of the California State University, the State of California, and their respective officers, employees, and agents.

In witness whereof, the parties hereto have executed this agreement by authorized official or designee.

Sponsor

__________________________________________
Sponsor Name, Title  Date

The CSU, Chico Research Foundation

__________________________________________  Date

Program Coordinator

__________________________________________  Date

Program Coordinator Name, Title, Department  Date