

CAPSTONE DESIGN PROGRAM STUDENT PROJECT SPONSORSHIP AGREEMENT

This Student Project Sponsorship Agreement (“**Agreement**”) is entered into by and between Company Name, hereinafter referred to as “**Sponsor**,” Chico State Enterprises, hereinafter referred to as “**Enterprises**,” and the team of students at California State University, Chico to be incorporated by a signed Capstone Design Program Student Joinder Agreement, hereinafter referred to as “**Students**.” Each is a party to this Agreement and are collectively called the parties. In consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

Background

California State University Chico’s Department of Mechanical and Mechatronic Engineering and Advanced Manufacturing (MMEM) Capstone Design Program Coordinator and assigned Faculty Advisors have agreed to supervise the Students to undertake a project related to their academic coursework beginning on effective date Start Date and ending on End Date, herein after referred to as “**Project**.”

The Project, as described in Attachment A – Project, is educational in purpose. Enterprises makes no warranties of any kind, neither expressed nor 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 \$Amount 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

The term "Intellectual Property" as used in this Agreement shall mean and include any invention, innovation, discovery, development, design, improvement, formula, technique, know-how, data, computer program, process or the like, whether or not patentable, trade secret, trademark, and work subject to copyright including text, computer programs, graphic designs, mask works, and illustrations, created in connection with, or related to, the Project, and whether any of the foregoing is created individually or jointly with others.

The Sponsor shall be the sole owner of the Intellectual Property. In any patent application filed by Sponsor for any of the Intellectual Property, Students who qualify as an inventor under the laws of the jurisdiction in which the patent application is filed shall be acknowledged as inventors on the filed patent application, and any resulting patent therefrom. Enterprises and the

Students hereby assign to Sponsor all right, title and interest that they may have or acquire in the Intellectual Property, without expectation of additional compensation from Sponsor.

Notwithstanding the foregoing, Enterprises and 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: the Intellectual Property and any and all information, data, reports, documents, memoranda, work product, produced in connection with, or arising 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 Enterprises 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 seven (7) days in advance of the submission of such proposed publication. Sponsor shall have Seven (7) 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. Publications shall include, but may not be limited to, written documents as well as oral submissions intended for public disclosure.

With the exception of on-campus newsletters and reports, Enterprises 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 Enterprises 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, Enterprises as indemnitee is defined as Chico State Enterprises, California State University, Chico, the Trustees of the California State University, the State of California, and their respective officers, employees, and agents.

Student Joinder

At any time after the date of this Agreement, one or more persons shall become party hereto by executing and delivering to Enterprises a Student Joinder Agreement. Immediately upon such execution and delivery of such Student Joinder Agreement (and without any further action), each such person shall become a party to this Agreement as a "Student" and have all of the rights and obligations of a Student hereunder and this Agreement and the schedules hereto shall be deemed amended by such Student Joinder Agreement. A template of the Student Joinder Agreement has been incorporated as Attachment B.

SIGNATURES	
SPONSOR	ENTERPRISES
<i><ENTER SPONSORS NAME></i>	<i>CHICO STATE ENTERPRISES</i>
BY AUTHORIZED SIGNATURE	BY AUTHORIZED SIGNATURE
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING Michele Flowerdew Director, Sponsored Programs Administration
ADDRESS/E-MAIL	ADDRESS/E-MAIL 25 Main Street, Suite 203, CA 95928-5388 mflowerdew@csuhcico.edu
	PROJECT CODE 75-70062-00

Attachment A Project

Chico State Capstone Design Program – Project Request Document

Project Title:				
Sponsor:				
Suggested team make-up:	Mechanical students:	xx %	Mechatronic students:	xx %

Background:

Statement of Work:

Contact information: (please include name, title, phone number, and email address)

Additional Information:

Please provide any additional information such as the need for on-site work, out of town travel, requirement to sign a non-disclosure agreement, or other special arrangements or circumstances.

Corporate Overview:

**Attachment B
Student Joinder Agreement
Template**



STUDENT JOINDER AGREEMENT # __ TO
CSE CONTRACT # SP-__ - _____

**CAPSTONE DESIGN PROGRAM
STUDENT JOINDER AGREEMENT**

For good and valuable consideration, the receipt of which is hereby acknowledged, the person signing below as "Student" hereby agrees to be bound by, and subject to, all of the covenants, terms and conditions of the Capstone Design Program Student Project Sponsorship Agreement, #SP-__ - __, between Chico State Enterprises and _____, attached hereto as Exhibit A ("Capstone Agreement"), as a party and Student therein, as though an original party to the Capstone Agreement.

STUDENT

By Authorized Signature _____

Name _____

Title: _____

Address: _____

Email: _____