

**CAPSTONE DESIGN PROGRAM
STUDENT PROJECT SPONSORSHIP AGREEMENT**

SPONSOR	ENTERPRISES
<i>Company Name</i>	<i>CHICO STATE ENTERPRISES</i>
CONTACT NAME & TITLE Contact Name Contact Title	PROGRAM CONTACT NAME & TITLE Greg Watkins Program Coordinator, Capstone Design
ADDRESS/E-MAIL Address Contact Email	ADDRESS/E-MAIL California State University Chico, 95929-0789 gkwatkins@csuchico.edu
PHONE/FAX Contact Phone	PHONE/FAX 530-898-4388

This Student Project Sponsorship Agreement (“**Agreement**”) is entered into between Company Name herein after referred to as “**Sponsor,**” and Chico State Enterprises, herein after referred to as “**Enterprises.**” 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 (MEM) 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 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

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 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 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, 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.

SIGNATURES	
SPONSOR	ENTERPRISES
<i>Company Name</i>	<i>CHICO STATE ENTERPRISES</i>
BY AUTHORIZED SIGNATURE _____ DATE _____	BY AUTHORIZED SIGNATURE _____ DATE _____
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING Matthew C. Bently, Esq. Director of Contracts, CSE
ADDRESS/E-MAIL	ADDRESS/E-MAIL 25 Main Street, Suite 203, CA 95928-5388 mbently@csuchico.edu
	PROJECT CODE 75-70062-00

**Attachment A
Project**