

CLASS PROJECT AGREEMENT FOR INDUSTRY ENGAGEMENT

THIS AGREEMENT is effective on _____, 20____, by and between [Sponsor] ("Sponsor") and WAYNE STATE UNIVERSITY ("University").

WHEREAS, the University offers courses, including the Fill in Course Number course, that offers University students an opportunity to design, improve, research, develop, market products and processes; and

WHEREAS, the project contemplated by this Agreement is of mutual interest and benefit to University and Sponsor, and will further the instructional and research objectives of University, for example by involving Students as active participants;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereby agree to the following:

ARTICLE 1 - DEFINITIONS

As used herein, the following terms shall have the following meanings:

1.1 "Project" shall mean the project identified in eVisions project submission under the direction of [Professor Name] as Project Director and described in as Exhibit A; and the University students involved in the Project are referred to as "Students."

1.2 "Contract Period" is the period of the University semester commencing on or about _____, 20____ and ending on _____, 20____, unless earlier terminated pursuant to this Agreement.

1.3 "Inventions" means inventions and materials made, conceived, or reduced to practice in the course of the Project.

1.4 "Intellectual Property (IP) Rights" means all rights, including legal protection such as patent rights and copyrights, in Inventions.

ARTICLE 2 - RESEARCH WORK

2.1 University will organize, direct, and administer performance of the Project by the Students substantially in accordance with the terms and conditions of this Agreement and University's procedures and policies for relevant coursework

2.2 Sponsor has the right to attend or review (a) one or more periodic Student Project reviews and (b) any verbal or written final report produced by Students at the conclusion of the Contract Period.

2.3 At request of Sponsor, representatives of University will meet with representatives of Sponsor at times and places mutually agreed upon to discuss the progress of Project; ongoing plans for, or changes to the Project; and results of the Project.

ARTICLE 3 - COSTS, BILLINGS, AND OTHER SUPPORT

3.1 Sponsor shall pay University a one time, non-refundable, fixed cost fee of [REDACTED] within ten (10) days after the complete execution of this Agreement. A party may provide to, or receive from, the other party a purchase order, invoice or other documentation for the convenience of the parties only; no such documentation shall bind the parties or alter any terms of this Agreement.

ARTICLE 4 - INTELLECTUAL PROPERTY AND INFORMATION

4.1 The parties agree that:

A1	Sponsor owns	*NERFs to WSU and Students
A2	Sponsor owns	No NERFs
A3	Sponsor owns	NERF to WSU
B1	WSU owns	No NERFs
B2a	Students own	No NERFs
B2b	Students own	NERF to WSU and Sponsor
B3	WSU owns	Open source licensing
B4	Students own	NERF to WSU
B5	WSU owns	NERF to Sponsor

*NERF - Non exclusive, royalty free license

[Delete unneeded options from final document.]

[Option A1: Subject to the reservation below, Sponsor will own IP Rights. In order to implement the same, University agrees to use reasonable efforts to secure from Students a written assignment of IP Rights in favor of Sponsor, such assignment reserving a non-exclusive, royalty-free license for Students and University to practice IP Rights and Inventions.]

[Option A2: Sponsor will own IP Rights. In order to implement the same, University agrees to use reasonable efforts to secure from Students a written assignment of IP Rights in favor of Sponsor.]

[Option A3: Sponsor will own IP Rights. In order to implement the same, University agrees to use reasonable efforts to secure from Students a written assignment of IP Rights in favor of Sponsor. Sponsor agrees to grant and hereby grants to University a non-exclusive, royalty-free license, with the right to sublicense, to IP Rights and Inventions.]

[Option B1: University will own Inventions and IP Rights.]

[Option B2a: Students will own Inventions and IP Rights.]

[Option B2b: Students will own Inventions and IP Rights. University agrees to use reasonable efforts to secure from Students a written non-exclusive, royalty-free license for Sponsor and University to practice Inventions and IP Rights.]

[Option B3: University will own IP Rights and Inventions. University agrees that Inventions will be made available under an open source license.]

[Option B4: Students will own Inventions and IP Rights, and will grant University a non-exclusive, royalty-free license, with the right to sublicense, to IP Rights and Inventions..]

[Option B5: University will own Inventions and IP Rights. University agrees to use reasonable efforts to secure from Students a written a non-exclusive, royalty-free license for Sponsor to practice Inventions and IP Rights for internal research and development purposes only. To the extent that University does not secure such license directly from Students, University agrees to grant Sponsor a license of the same scope recited in the prior sentence.]

4.2 Sponsor shall have the right to use data, information, and reports that are prepared by Students in performance of the Project in any manner Sponsor deems appropriate. Without limiting any other rights it has, University and Students reserves the right to use such data, information, and reports for any purpose.

ARTICLE 5 - PUBLICITY AND PUBLICATIONS

5.1 Sponsor will not use the name of University, nor of any member of University's Project staff, including students, in any publicity, advertising or news release without the prior written approval of an authorized representative of University. University will not use the name of Sponsor, nor any employee of Sponsor, in any publicity, advertising or news release without the prior written approval of Sponsor. Notwithstanding, the University (e.g., via the Multidisciplinary Design Program) has the right to advertise projects, including the Project hereof, to University students (including sponsors name, short project description) for the purpose of recruiting students. Nothing herein shall restrict the University's or Sponsor's right to accurately disclose the existence of this Agreement, the identity of the parties, and the nature and scope of the Project.

5.2 Sponsor acknowledges that under University policy, the University and its Students must be free to publish their respective results of Project. University employees Students shall have the right to publicly disclose the methods and results of the Project, for example at or in symposia, professional meetings, journals, academic theses or dissertations; provided, however, that the University or Student shall provide to Sponsor any proposed publication or presentation at least thirty (30) days in advance thereof: (a) for Sponsor to review and comment thereon, and to identify any Sponsor Confidential Information contained therein, which Confidential

Information University or Student shall remove if reasonable, and (b) to provide Sponsor with an opportunity to file any reasonable patent applications within IP Rights, to the extent that Sponsor controls IP Rights pursuant to Article 4 above. If any period less than thirty days is necessary or reasonable under the circumstances, University or Students shall so advise Sponsor and the parties shall promptly negotiate a reasonable period in good faith.

ARTICLE 6 - DISCLAIMER OF WARRANTIES

6.1 Each party hereby assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that party its officers, employees, and agents.

6.2 UNIVERSITY MAKES NO REPRESENTATIONS, EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ASSUMES NO RESPONSIBILITIES WHATEVER WITH RESPECT TO THE ACTIVITIES HEREUNDER. This includes, but it not limited to, (a) the design, development, manufacture, use, sale or other disposition of products or processes; (b) the validity or enforceability of any IP Rights, including patent rights; or (c) that the manufacture, importation, use, or sale or other distribution of any products or processes will not infringe upon any patent or other rights. Sponsor assumes the entire risk as to performance of any product or process that incorporates or is derived in any way from the Project or the results of the Project.

6.3 Sponsor shall defend, indemnify and hold harmless University and Students for and against any and all claims, demands, damages, losses, and expenses of any nature (including attorneys' fees and other litigation expenses), resulting from, but not limited to, death, personal injury, illness, property damage, economic loss or products liability, including errors and omissions, arising from or in connection with, any manufacture, use, sale or other disposition by Sponsor or its transferees of the Project, the results of the Project, or products or processes incorporating the same.

ARTICLE 7 - CONFIDENTIALITY

7.1 The University shall use that care which it uses to protect its confidential information to protect any information or data disclosed to University by Sponsor in connection with the Project provided such information is marked by Sponsor as "Confidential," or which, if disclosed orally, is reduced to writing within 30 days after disclosure and designated as confidential ("Confidential Information"). Such confidentiality obligation shall be observed during the Contract Period and for a period of three years following the termination or expiration date of this Agreement.

7.2 The obligation to protect Sponsor's Confidential Information shall not apply to information that is (1) already in the possession of, or is independently developed by, University as evidenced by written record, (2) is or becomes publicly available other than through breach of the University's confidentiality obligations, (3) is received by University from a third party without knowledge of origination in Sponsor or obligation of confidence, (4) is released for

disclosure by Sponsor with its written consent, or (5) is required to be disclosed by law, regulation or court order.

ARTICLE 8 - MISCELLANEOUS

8.1 The parties agree that this Agreement sets forth their entire understanding concerning the subject matter of this Agreement. Aside from any alteration of the Project pursuant to Section 2.3 above, any agreement to change the terms of this Agreement in any way shall be valid only if the change is made in writing and approved by mutual agreement of authorized representatives of the parties hereto.

8.2 This Agreement shall be governed and construed in accordance with the laws of the state of Michigan.

8.3 This Agreement shall not be assigned by either party without the prior written consent of the parties hereto.

8.4 In no event shall either party hereunder be liable to the other for any special, indirect, incidental or consequential damages or lost profits or other economic loss or damage of any kind whatsoever resulting from any breach or default of this Agreement.

8.5 University shall be deemed to be and shall be an independent contractor and as such University shall not be entitled to any benefits applicable to employees of Sponsor. Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty or representation as to any matter. Neither shall be bound by the acts or conduct of the other.

8.6 This Agreement shall become effective upon the date first written above and shall continue in effect for the full duration of the Contract Period. No termination of this Agreement, however effectuated, shall release the parties from their rights and obligations accrued prior to the effective date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals by their duly authorized officers or representatives.

FOR SPONSOR
UNIVERSITY

FOR WAYNE STATE

By _____

By _____

Typed Name _____

Typed Name _____

Title _____

Title _____

Date _____

Date _____

DRAFT