

COMMUNITY INDUSTRY & ACADEMIA PARTNERSHIPS PROJECT SPONSOR AGREEMENT

COMPANY NAME

DATE:

SUBMIT TO: Michael Turek, Associate Director,
Center for Business Analytics
turekmd@uw.edu



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

THIS CAPSTONE 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 Tacoma** through its **Center for Business Analytics** whose principal place of business is located at Box 358420; Tacoma, Washington 98402-3100, WA (“University” or “UW”).

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. Definitions. “**Company Project IP**” means Project IP owned or controlled by Company. “**Deliverables**” means specific project outcomes that are agreed upon at the start of the project and listed in Exhibit A. Deliverables include reports, software, or Prototypes, but not IP. “**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. “**Project**” means the student project described in Exhibit A. “**Prototype**” means a tangible working model that is developed as part of the Project. “**Student**” means a UW student participating in the Project. “**Student Project IP**” means Project IP owned or controlled by a Student. “**University Project IP**” means Project IP owned or controlled by University.

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 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 Intellectual Property; Licenses. 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. 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. 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.

3.2 Prototypes. Upon Company’s request, University will, at the conclusion of the Project, assign and transfer to Company all University’s right, title and interest in and to the Prototype. Company must make a request in writing no later 30 days after the last day of instruction for the quarter in which the capstone project was completed, or January 15 for Fall/Winter projects or July 15 for Winter/Spring projects, whichever is later. If Company fails to make its request by this date, University retains ownership of the Prototype.

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. 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, 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. 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. 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. 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 OR PROJECT IP AND THOSE DELIVERABLES OR PROJECT IP, 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, Student Project IP, and Deliverables.

8. Term. The term of this Agreement shall be for twelve (12) months from the date first written above.

9. Termination; Survival; Crediting of Project Fee. Either party may terminate this Agreement in its

entirety upon thirty (30) days prior written notice to the other party. If (1) terminated, by Company; or, (2) UW terminates upon determining, in its sole and reasonable discretion, that the collaboration facilitated by this Agreement does not align with the mission or values of the University, UW is entitled to full payment or provision of all obligations stated in Sections 2.1, 2.2, and 2.3 above. Upon termination Sections 1 and 3 – 11 shall survive. If student participation in the 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.

10. Publicity. In the event that a party desires to make a public statement, announcement or other communication to any third party, including but not limited to any publication, regarding the collaboration contemplated by this Agreement or participation in any UW program related to this Agreement, such party must consult with the other party before issuing any press release or otherwise making any such statements, and no party shall issue any such press release or other third party communication unless each of the parties agree in advance on the form and substance of such communication.

11. Miscellaneous. 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. 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. 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. 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: University of Washington Tacoma, Center for Business Analytics

By: _____

Name: Michael Turek _____

Title: Associate Director for Center for Business Analytics,
Milgard School of Business, University of Washington, Tacoma _____

Acknowledged (for _____)

By: _____

Name: _____

Title: _____

