

SENIOR DESIGN PROJECT AGREEMENT

School of Engineering
 Santa Clara University

This Senior Design Project Agreement (“**Agreement**”) is entered into between _____, with its principal address at _____, herein after referred to as “**Sponsor**” and Santa Clara University, with its principal address at 500 El Camino Real, Santa Clara, CA 95053 herein after referred to as “**SCU**” or the “**University**”. Each is a party to this Agreement and are collectively called the “**Parties**”.

Project

The University’s _____ Department and Faculty Advisor 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 Sponsor has identified the problem that forms the basis of the project, will provide technical assistance throughout the project, and will provide the Department funds to support costs associated with the project sponsorship fee, \$ _____. Prototype and/or materials costs associated with this project may exceed this fee and will be determined by the Faculty Advisor in consultation with Sponsor.

Intellectual Property

Intellectual Property in this Agreement includes: patents, copyrights and other intellectual property rights in and to all tangible materials, including but not limited to, note books, prototypes, etc., inventions, works of authorship, software, information and data conceived or developed in the performance of the Project.

Depending on the nature of the product, intellectual property rights may be assigned to the Sponsor or may be jointly held. Please check one of the following options:

Option I – Joint Intellectual Property

a. University owns the entire right, title, and interest, including to all patents, copyrights and other intellectual property rights in and to all tangible materials, including but not limited to, note books, prototypes, etc., inventions, works of authorship, software, information and data conceived or developed in the performance of the Project (the “University Inventions”), except as provided in subparagraph (b) and (c) below.

b. Sponsor owns the entire right, title, and interest, including to all patents, copyrights and other intellectual property rights in and to all tangible materials, including but not limited to, note books, prototypes, etc., inventions, works of authorship, software, information and data conceived or developed using Sponsor facilities and solely by Sponsor personnel related to the Project (the “Sponsor Work Product”).

c. University and Sponsor shall jointly own the right, title, and interest including to all patents, copyrights and other intellectual property rights in and to all tangible materials including but not limited to, note books, prototypes, etc., inventions, works of authorship, software, information and data conceived or developed jointly by University and Sponsor related to the Project (the “Joint Invention”). Each party shall have the right to commercialize, license and otherwise exploit the Joint Invention with the prior written consent of the other party and each party shall account to the other party with a fifty percent share of the revenues allocated to each party unless the Parties otherwise agree.

Option II - Sponsor-Owned Intellectual Property

In consideration for the funding provided by Sponsor for the Project, and in consideration of the educational benefit the Student(s) will receive through participation in the Project, SCU agrees to assign to the Sponsor the entire right, title, and interest, including to all patents, copyrights and other intellectual property rights in and to all tangible

materials including but not limited to note books, prototypes, etc., , inventions, works of authorship, software, information and data conceived or developed as part of the Project.

Option III - University Owned Intellectual Property

University owns the entire right, title, and interest, including to all patents, copyrights and other intellectual property rights in and to all tangible materials, including but not limited to, note books, prototypes, etc., inventions, works of authorship, software, information and data conceived or developed in the performance of the Project (the “University Inventions”).

Confidential 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 confidential or proprietary information of each other’s organization, including but not limited to, processes, techniques, specifications, data, or know-how collectively referred to as “**Confidential Information.**” Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; or (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party. Each party agrees to safeguard all Confidential Information of the other party in its possession, custody, and control. This obligation is a continuing obligation that shall survive the termination of this Agreement.

Compelled Disclosure of Confidential Information

Notwithstanding anything in the foregoing to the contrary, either party may disclose Confidential Information pursuant to any government, judicial, or legal order, subpoena, or similar method, provided that the receiving party promptly notifies, to the extent practicable, the other party in writing of such demand for disclosure so that it may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information.

Publication

SCU, Advisor and Student shall be permitted to publish the results of any research performed under this Agreement, provided that (i) such publications are subject to the Confidential 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 review such proposed presentation or proposed publication, to determine if there is patentable subject matter that needs protection and/or determine whether there is Confidential Information of Sponsor contained in the proposed publication. In the event that Sponsor makes identifies Confidential 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, SCU will not use the name of the Sponsor, or its employees or contractors, in any publicity without the prior approval of the Sponsor. Likewise, Sponsor will not use the name of SCU in any publicity without the prior approval of the University.

Entire Agreement

This Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreement, either written or oral.

Governing Law, Jurisdiction, and Venue

This Agreement shall be governed by the laws of the State of California, without regard to its conflicts of law provisions. Both parties hereby consent to the exclusive jurisdiction and venue of the state and federal courts located in Santa Clara, California.

Invalid Provision

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and if no feasible interpretation will save such provision, it shall be severed from this Agreement, and the remaining provisions remain in full force and effect.

No n - Wa i v e r

The failure of either party to enforce any provision of this Agreement or an express waiver shall in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of either party to enforce such provision thereafter.

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

Sponsor

SCU Faculty Advisor

Sponsor Name Date
Title

Faculty Advisor Name Date
Title, Department

SCU Administration

SCU Student

Authorized Official Date

Student Name Date
Department

SCU Student

SCU Student

Student Name Date
Department

Student Name Date
Department

