

University of Portland Shiley School of Engineering
Master Project Agreement

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

THIS MASTER PROJECT AGREEMENT (“Agreement”) is made by and between University of Portland, an Oregon nonprofit corporation (“University” or “UP”), and the undersigned (the “Sponsor”). Throughout this Agreement, Sponsor and UP may be individually referred to as a “Party” and collectively referred to as “Parties.”

RECITALS

WHEREAS, as part of its academic program leading to degrees in engineering and computer science, UP provides students the opportunity to work on projects in various manufacturing, design, and industrial settings.

WHEREAS, the Sponsor wants to provide UP students with industry experience and to obtain the benefits of working with UP students and faculty members on projects that are of particular interest to the Sponsor (each, a “Sponsored Project”).

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises in this Agreement, the Parties agree as follows:

- 1. Sponsored Project.** The Sponsored Project will be set forth in a Commitment and Scope of Project Agreement in the form attached as Exhibit A (the “Scope of Project”), which is hereby incorporated into this Agreement by reference. Each student participating in the Sponsored Project (a “Student”) will execute a Student Release Agreement in the form attached as Exhibit B and each UP faculty member participating in the Sponsored Project (“Faculty”) will execute a Faculty Release Agreement in the form attached as Exhibit C.
- 2. UP Obligations.**
 - 2.1 Academic Instruction.** UP will plan and implement the academic component of the Sponsored Project, including preparatory instruction, subject matter, and overall supervision of Students necessary to ensure proper application of principle and theory during Student’s participation in the Sponsored Project.
 - 2.2 Faculty Supervisor.** UP will designate and provide appropriately qualified Faculty for administration of the academic component of the Sponsored Project and supervision of Students. UP will retain ultimate responsibility for the supervision and evaluation of Students, subject to the Sponsor’s obligations described below.
- 3. Sponsor Obligations**
 - 3.1 Sponsorship Fee.** The Sponsor agrees to pay the fee set forth in the Scope of Project to support UP’s experiential learning project program.

3.2 Equipment and Supplies. Any specialized equipment or specific supplies listed in the Scope of Project will be provided by the Sponsor at the initiation of the Sponsored Project.

3.3 Additional Expenses. The Sponsor will pay the additional fees listed on the Scope of Project to cover expenses related to the Sponsored Project. Parties may also, on a case-by-case basis, mutually agree to the Sponsor paying additional amounts for expenses or equipment not anticipated at the beginning of the Sponsored Project.

3.4 Sponsor Liaison. The Sponsor shall provide a liaison identified in the Scope of Project who will be available to interact with Students for an average of one hour per week (the "Sponsor Liaison"). If for any reason the Sponsor Liaison becomes unavailable to participate in the Sponsored Project, the Sponsor shall promptly provide a replacement Sponsor Liaison of similar expertise.

3.5 FERPA. The Family Educational Rights and Privacy Act ("FERPA") prohibits disclosure of certain student information without written permission from the student. For the purposes of this Agreement, pursuant to FERPA, UP hereby designates the Sponsor and its employees, volunteers, and agents as school officials with a legitimate educational interest in the educational records of the Student(s) to the extent that access to such records is required to carry out the Sponsored Project. This means that the Sponsor may have access to, or possession of, Student educational records that are covered by FERPA. To the extent the Sponsor generates or maintains educational records related to a Student (which include, without limitation, Student project reports and the fact that a particular Student is enrolled at the University or participating in a Sponsored Project), the Sponsor agrees to comply with FERPA and will limit access to Student information to only those employees or agents with a need to know. The examples of educational records listed above are for purposes of illustration only and not a comprehensive list of all information that may be subject to FERPA. Any questions about FERPA compliance should be directed to the Shiley School of Engineering Associate Dean of Academic Affairs.

3.6 Policies and Conduct. To the extent the Scope of Project includes activities on site of Sponsor or working with Sponsor employees or volunteers, Sponsor will orient Students and Faculty supervisor on any applicable Sponsor policies or site expectations and will provide a safe and professional environment for Students and Faculty.

3.7 Notice. Sponsor agrees to provide prompt notice to University via email to titleix@up.edu of any and all incidents of sexual harassment, as defined 34 CFR 106.30, reported or known to Sponsor that relate to any Student or Faculty participation in Sponsored Project.

4. Intellectual Property.

4.1 Definition. "Project Intellectual Property" is any and all products, materials, inventions, discoveries and improvements made, discovered, developed, or reduced to practice within the course and scope of a Sponsored Project, including any and all copyrights, patent rights, trademarks, service marks, trade secrets, confidential information, and all other intellectual property rights.

4.2 Assignments.

4.2.1 Students and Faculty. As consideration for participating in a Sponsored Project, and subject to the limitations contained in Section 4.3, UP requires that Students and Faculty assign their entire right, title, and interest in and to the Project Intellectual Property to UP. The Students' assignment is memorialized in the Student Release Agreement, and the Faculty's assignment is memorialized in the Faculty Release Agreement.

4.2.2 UP Assignment to Sponsor. UP hereby assigns its entire right, title, and interest in and to the Project Intellectual Property to the Sponsor, including that portion of the Project Intellectual Property assigned to UP by Students and Faculty.

4.2.3 UP Cooperation. UP will perform such lawful acts and execute confirmation of any assignment of rights and other lawful documents as the Sponsor may reasonably request to give effect to the above assignment or otherwise perfect the Sponsor's rights to the Project Intellectual Property.

4.3 Limitations. The Parties acknowledge and agree that this Agreement does not apply to intellectual property (i) for which no equipment, supplies, facilities, or Confidential Information of the Sponsor was used, and (ii) that was developed entirely on the personal time of the Student or Faculty involved, and (iii) that did not result from work performed by the Student or Faculty for the Sponsor.

4.4 Limited License. The Sponsor hereby grants UP and its faculty, staff, and students a perpetual, nonexclusive, royalty-free, worldwide, and irrevocable license to use, duplicate, distribute, display, perform, transmit, fabricate, or prepare derivative works based on any and all Project Intellectual Property for academic and administrative purposes only, including but not limited to, publications, research, courses, assessment for accreditation purposes, presentations, and similar uses. Use of the Project Intellectual Property for publications and presentations external to UP is also subject to Section 6 below.

5. Confidential Information.

5.1 Definition. "Confidential Information" is any and all information disclosed or delivered in the course of performing this Agreement whether written or oral and in whatever form, including, but not limited to, any non-public Project Intellectual Property information or other proprietary, confidential, or competition-sensitive information which is either: (i) expressly identified in writing as confidential at the time of the disclosure or delivery, or (ii) if disclosed or delivered orally, is designated confidential at the time of disclosure and confirmed as confidential in a writing delivered to the party receiving such information within thirty (30) days of such disclosure or delivery.

5.2 Confidentiality Obligations. Both UP and the Sponsor agree not to disclose Confidential Information to third parties unless such disclosure is necessary for the performance of this Agreement or has been authorized in advance in writing by the owner of the Confidential Information. The Parties' obligations with respect to Confidential Information will remain in effect for one year after the conclusion of the Sponsored Project, provided that with respect to

trade secrets, the Parties' confidentiality obligations will remain in effect for as long as such Confidential Information qualifies as a trade secret under applicable federal, state, or local law.

5.3 Students and Confidential Information. If a Student graduates, leaves a Sponsored Project, or leaves UP for any reason prior to the expiration of the Student's confidentiality obligations, UP will make reasonable efforts to (i) remind the Student of his or her confidentiality obligations to the Sponsor, and (ii) ask the Student to return or destroy any Sponsor Confidential Information. UP will have no ongoing liability for disclosure of Confidential Information by a Student after the Student's graduation or departure from the University.

5.4 Limitations. The Parties' confidentiality obligations do not extend to information that: (i) is in the public domain or that, after disclosure, becomes part of the public domain other than through a Party's breach of its confidentiality obligations; (ii) was received from a third party having the legal right to transmit the information; (iii) is shown by documented record to be developed by a Party, its employees, agents, or independent contractors, without reference to any Confidential Information of the other Party; or (iv) is generally furnished to others by the owner without restrictions on disclosure. If a Party is required by any applicable law, governmental regulation, or decision of any court or tribunal to disclose or make available the other Party's Confidential Information, the Party from whom disclosure is required will (a) notify the other Party in advance of such disclosure to permit the other Party to oppose the disclosure and (b) will furnish only that portion of the Confidential Information that is legally required (in the opinion of its counsel).

- 6. Publications.** Publication of results is of fundamental importance to UP, its students, faculty, and programs. Subject to the confidentiality obligations herein, and to the Sponsor's pre-publication review as described below, UP and its Students and Faculty have the right to publish results related to the Sponsored Project in recognized scientific journals and conference proceedings, and to present such results at conferences and other technical meetings (collectively, "Publications" and each, a "Publication"). Where results will be published external to UP, a copy of such Publication will be sent to Sponsor thirty days in advance of submission for publication to allow Sponsor to review and comment on the content of the Publication. All right, title, and interest in and to Publications will remain with the author or authors, unless otherwise set forth in a separate agreement.
- 7. Disclaimer of Warranties.** The Parties recognize that the primary purpose of this Agreement is to provide Students with project design experience in an academic setting associated with various manufacturing, design, and industrial settings, and acknowledges that University is an educational institution and not a professional business, and that Students are not employees. THE SPONSOR UNDERSTANDS THAT THE SPONSORED PROJECT MAY OR MAY NOT RESULT IN SPECIFIC DELIVERABLES OR PROJECT INTELLECTUAL PROPERTY AND THOSE DELIVERABLES OR PROJECT INTELLECTUAL PROPERTY, IF ANY, ARE PROVIDED TO THE SPONSOR "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE OUTCOME OF THE SPONSORED PROJECT, AND EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT WITH RESPECT TO THE SPONSORED PROJECT AND/OR ANY WORKS OF AUTHORSHIP, INVENTIONS OR TANGIBLE MATERIALS CREATED DURING THE SPONSORED PROJECT.

8. **Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, EACH PARTY'S LIABILITY TO THE OTHER FOR CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER FOR BREACH, NEGLIGENCE, INFRINGEMENT, IN TORT OR OTHERWISE, SHALL BE LIMITED IN THE AGGREGATE TO THE AMOUNT DELIVERED AND/OR DUE TO UNIVERSITY PURSUANT TO SECTION 3 ABOVE. IN NO EVENT WILL THE SPONSOR, UNIVERSITY, OR ANY STUDENT OR FACULTY MEMBER PARTICIPATING IN THE SPONSORED PROJECT BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM SUCH PARTIES' PARTICIPATION IN THE SPONSORED PROJECT, EVEN IF SUCH PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.
9. **Relationship of the Parties.** Nothing in this Agreement shall be construed to create an employer/employee, joint venture, agency, or partnership relationship between the Sponsor and UP or the Sponsor and any Student or Faculty. Neither Party has the authority to enter into a contract or agreement to bind the other, and nothing in this Agreement makes either Party liable or responsible for any debt, liability, or obligation of the other.
10. **Publicity.** 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 the other Party. The Sponsor will not advertise or otherwise state or imply that University has tested and/or approved any product or results developed in the Sponsored Project. The Sponsor will not use the name of any Student in any publicity, advertising, or news release without prior written permission from the Student. Both Parties must agree in advance on the form and substance of any public statement, announcement, or other communication to a third party regarding the collaboration contemplated by this Agreement or participation in any UP program related to this Agreement. For the avoidance of doubt, this paragraph does not in any way restrict any use of the Sponsor's or University's name in any Student report, publication, or presentation related to the Sponsored Project. Notwithstanding the above, the Sponsor acknowledges and agrees that its name may be used in connection with UP's Student showcase events that feature the Sponsored Project, including use of the Sponsor's name in the program and promotional materials for the events.
11. **Notice.** Except as otherwise set forth in Section 3.7, any written notice given under this Agreement becomes effective when either hand-delivered to the Party to which the notice is directed, or when deposited in the United States mail, postage prepaid, return receipt requested, and properly addressed to the Party. The proper address, unless designated by written notice to the other Party to this Agreement, is as follows:

for UP: Operations & Capstone Manager
 Shiley School of Engineering
 University of Portland 5000 N.
 Willamette Blvd. Portland, OR
 97203

for Sponsor:

12. Modification. Amendments or other modifications to the terms of this Agreement, or any exhibits hereto, must be in writing and are not effective until signed by both Parties to this Agreement.

13. Attorney Fees. If any action or legal proceeding is commenced for breach of this Agreement or to enforce this Agreement, the prevailing Party is entitled to reasonable attorney fees and costs.

14. Governing Law. The validity, interpretation, construction, and performance of this Agreement is governed by, and interpreted in accordance with, the laws of the State of Oregon. The venue of any legal action regarding this Agreement will be in Multnomah County in the State of Oregon.

15. No Assignment. Neither Party has the power to assign this Agreement without the prior written consent of the other Party.

16. Term. This Agreement becomes effective as of the date set forth below, and will remain in force for one year thereafter, unless sooner terminated as described in this Section. This Agreement shall automatically renew for additional terms of one year each, unless either Party gives the other Party written notice of its intention not to renew this Agreement at least thirty (30) calendar days prior to the expiration of the then current term. Either Party may terminate this Agreement upon 30 days written notice to the other Party if the other Party breaches a material obligation of this Agreement and does not cure the breach within the 30-day period after notice is given. Except with respect to termination for breach, if there is an ongoing Sponsored Project, this Agreement may not be terminated without the mutual written consent of the Parties. Notwithstanding anything to the contrary in this Agreement, Sections 3.5 and 4 - 18 of this Agreement survive the termination of this Agreement.

17. Severability. The provisions of this Agreement are severable and if any portion is held invalid, illegal, or unenforceable for any reason, the remainder of this Agreement is effective and binding on the Parties.

18. Non-waiver. A Party's failure or delay in exercising any right under this Agreement is not a waiver of that right or any other right under this Agreement.

Signed as of the _____ day of _____, 20____.

SPONSOR

By: _____
Title: _____
Date: _____

UNIVERSITY of PORTLAND

By: _____
Title: _____
Date: _____



SHILEY SCHOOL
OF ENGINEERING

**UNIVERSITY OF PORTLAND - SHILEY SCHOOL OF ENGINEERING
MASTER PROJECT AGREEMENT**

EXHIBIT A: COMMITMENT AND SCOPE OF PROJECT AGREEMENT

This Commitment and Scope of Project Agreement is entered into by and between University of Portland, an Oregon nonprofit corporation ("University" or "UP"), and the undersigned (the "Sponsor") in connection with the Master Project Agreement dated _____ Capitalized terms not defined herein will have the definitions given to them in the Master Project Agreement.

1. Scope of Project. The following Sponsored Project will be supervised by a UP faculty member and the Sponsor Liaison.

Project Title: _____

Project Term: **FALL** _____ to **SPRING** _____

Graduate Design Project: or Senior Capstone Project:

Sponsor
(Organization/Company): _____

Sponsor Liaison Name: _____

Sponsor Liaison Email: _____

Sponsor Liaison Phone: _____

Project Description:

2. Sponsorship Fee

The Sponsor hereby pledges the amount of \$_____ as a sponsorship fee to the University of Portland Shiley School of Engineering to support University's experiential learning project program generally.

3. Equipment and Supplies.

The following equipment and supplies will be provided by the Sponsor to support the Sponsored Project (if applicable):

4. Additional Expenses.

The Sponsor will pay the following additional fees, which will cover expenses related to the Sponsored Project, if any, such as the cost of materials for prototypes, travel expenses (for travel outside the Portland Metro area), or other project-specific costs associated with the Sponsored Project.

SPONSOR: _____ UNIVERSITY OF PORTLAND
Printed: _____ Printed: _____
Signed: _____ Signed: _____
Title: _____ Title: _____
Date: _____ Date: _____

PAYMENT (due by August 31, 20____)

Checks payable to: University of Portland
ACH Routing Number: Available upon Request
Mail checks to: Attn: Budget Coordinator
Shiley School of Engineering
University of Portland
5000 N Willamette Blvd.
MSC 145
Portland, OR 97203

Acknowledgement of payment of fees and expenses should be sent to:

Name:

Address: